



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
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REGULAR MEETING AGENDA
ADMINISTRATIVE BUILDING AND EOC
359 HIATT DRIVE
PALM BEACH GARDENS, FLORIDA
June 28, 2023
8:00 a.m.

- 1) Roll Call
- 2) Establish a Quorum
- 3) Additions or Deletions to the Agenda
- 4) Approval of Minutes
 - a) Motion to Remove from Table and Approve April 26, 2023 Regular Meeting
 - b) May 24, 2023 Regular Meeting
- 5) Comments from the Public for Items not on the Agenda
- 6) **Consent Agenda (Ask for Public Comment before approving Consent Agenda)**
 - a) Unit No. 9B – Abacoa II
 - i) Consider Amendment No. 1 to Agreement No. A3073 (FRDAP Grant)
 - ii) Consider Notice of Recordation of Limitation of Use (FRDAP Grant)
 - b) Unit No. 11 – PGA National
 - i) Consider Authorization to Record Permit No. PER-11-490 – Cignarella
 - ii) Consider Temporary License Agreement
 - c) Unit No. 18 – Ibis Golf & Country Club
Consider Authorization to Record Permit No. PER-18-226 - Loveys
 - d) Unit No. 44 – The Bear’s Club
Consider Ratification of Purchase Order to Straight Ahead Construction
 - e) Unit No. 53 – Arden
 - i) Consider Authorization to Record Permit No. PER-53-037 - Hamilton
 - ii) Consider Authorization to Record Permit No. PER-53-038 – Munoz
 - iii) Consider Change Order to Centerline Utilities, Inc. - Pods D-Southeast and I-North (CO No. 3)
 - f) Payment Requests

7) **Regular Agenda**

- a) Multi-Unit
 - i) Consider Assignment & Assumption Agreement and First Amendment
Ask for Public Comment
 - ii) Consider Renewal of Annual Service Contract and Change Order No. 10 - SOLitude Lake Management, LLC (formerly Clarke) - Aquatic Weed Control
Ask for Public Comment
 - iii) Consider First Amendment to Interlocal Agreement with City of Palm Beach Gardens for Storm-Related Debris Removal
Ask for Public Comment

- b) Unit No. 2C – Alton
 - i) Status Report
 - ii) Consider Acceptance of Water Management Easement
Ask for Public Comment

- c) Unit No. 5 – Henry Rolf
Status Report – Pipe Rehabilitation Project

- d) Unit No. 5A – Vista Center of Palm Beach
Consider Ratification of Purchase Order to Ferreira Construction Company
Ask for Public Comment

- e) Unit No. 11 – PGA National
Status Report – Avenue of the Masters Milling and Resurfacing Project

- f) Unit No. 16 – Palm Beach Park of Commerce
 - i) Status Report – Venture Way Extension Project
 - ii) Consider Change Order to J.W. Cheatham, LLC - Venture Way Extension (CO No. 1)
Ask for Public Comment
 - iii) Consider Acceptance of Water Management Maintenance Easement
Ask for Public Comment
 - iv) Consider Renewal of Annual Service Contract – WGI, Inc. – Environmental Liaison
Ask for Public Comment

- g) Unit No. 20 – Juno Isles
 - i) Status Report – Salinity Weir Rehabilitation Project
 - ii) Consider Payment Request to WGI
Ask for Public Comment

- h) Unit No. 43 – Mirasol
Consider Payment Request to WGI
Ask for Public Comment

- i) Unit No. 53 - Arden
Status Report

- j) General
Consider TRIM Resolution for Proposed Fiscal Year 2023-2024 Annual Budget (2023-03)
Ask for Public Comment

8) Miscellaneous Reports:

- a) Engineer
- b) Attorney
- c) Executive Director - Public & Community Relations Report

9) Committee Reports:

- a) Personnel Committee
 - i) Consider Committee Recommendations (under separate cover)
Ask for Public Comment
 - ii) Consider Approval of June 1, 2023 Minutes (under separate cover)
- b) Budget, Banking & Audit Committee
 - i) Consider Committee Recommendations (under separate cover)
Ask for Public Comment
 - ii) Consider Approval of May 18, 2023 Minutes (under separate cover)
 - iii) Consider Approval of June 28, 2023 Minutes (under separate cover)

10) Receive and File

11) Comments from the Board

12) Adjourn

Please note the following upcoming meetings:

July 26, 2023 – 8:00 a.m.- Regular Meeting

August 23, 2023 – 8:00 a.m.- Regular Meeting

**MINUTES OF A BOARD OF SUPERVISORS MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 04/26/23**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:01 a.m. on April 26, 2023, in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida.

1) ROLL CALL

There were present Board President Matthew J. Boykin and Supervisors Gregory Block, Ellen T. Baker and Brian J. LaMotte; Executive Director Dan Beatty; and General Counsel Kenneth W. Edwards of Caldwell Pacetti, et al.

Also present were Director of Finance & Administration Katie Roundtree; District Engineer Kim Leser; District Clerk Susan Scheff; Director of Operations Ken Roundtree; Capital Construction/Permits Administrator Tim Helms; Programs & Facilities Maintenance Administrator Jared Kneiss; Budget & Tax Roll Manager Laura Ham; Technical Assistant/Records Management Specialist Kathleen Maloney-Pollock; Field Technician II Justin Helms; Samantha Saucier and Bruce Barber of FPL; Jeff Bergmann of WGI; David Logan of Murray Logan Construction; W. Jeff Holland, Bruce Wyman, and Louis Conter (Unit 20).

2) ESTABLISHMENT OF A QUORUM

Mr. Boykin announced that there was a quorum and that it was in order to consider any business to properly come before the Board.

3) ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Beatty requested removal of item 7) d) from the Agenda to be considered at a later date and the Board consented to the request.

4) APPROVAL OF MINUTES

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed approving the Minutes of the March 22, 2023 Regular Meeting.

5) COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Mr. Boykin called for any comments from the public for items not on the Agenda to which there was no response.

6) CONSENT AGENDA

Mr. Boykin called for any comments from the public on the Consent Agenda to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed approving the following Consent Agenda Items:

- a) Multi-Unit
 - i) Consider Renewal of Annual Service Contracts
 - ii) Consider Renewal of Annual Service Contract and Change Order No. 6 - Aquatic Vegetation Control, Inc. - Aquatic Weed Control and Marsh Maintenance
 - iii) Consider Change Order No. 12 - Aquatic Vegetation Control, Inc. - Preserve Maintenance
 - iv) Consider Renewal of Annual Service Contract and Change Order No. 1 - Palmera Complete Landscaping – Annual Landscape Maintenance Contract No. 1
 - v) Consider Renewal of Annual Service Contract and Change Order No. 1 - Palmera Complete Landscaping – Annual Landscape Maintenance Contract No. 2
 - vi) Consider Renewal of Annual Service Contract and Change Order No. 2 - The Grassroots Corporation Annual Landscape Maintenance Contract No. 3
 - vii) Consider Renewal of Annual Service Contract and Change Order No. 13 - Future Horizons - Aquatic Weed Control
- b) Unit No. 2C – Alton
Consider Bill of Sale to Seacoast Utility Authority – Parcel G, Phase III
- c) Unit No. 9A – Abacoa I
Consider Acceptance of Bill of Sale
- d) Unit Nos. 9A/9B – Abacoa I & II
Consider Renewal of Annual Service Contract and Change Order No. 2 - Aquatic Vegetation Control, Inc. - Aquatic Weed Control, Greenway and Preserve Maintenance

- e) Unit No. 11 – PGA National
 - i) Consider Purchase Order to The Grassroots Corporation
 - ii) Consider Renewal of Annual Service Contract and Change Order No. 3 – Aquatic Vegetation Control, Inc. - Aquatic Weed Control and Marsh Maintenance

- f) Unit No. 18 – Ibis Golf & Country Club
 - i) Consider Ratification of Purchase Order to Everglades Laboratories, Inc.
 - ii) Consider Renewal of Annual Service Contract and Change Order No. 13 – Aquatic Vegetation Control, Inc. - Aquatic Weed Control and Marsh Maintenance

- g) Unit No. 19A – Regional Center – Irrigation
 Consider Purchase Order to F & S Enterprises, Inc.

- h) Unit No. 53 – Arden
 - i) Consider Bill of Sale and No Lien Affidavit for Pod D-Southeast
 - ii) Consider Change Order to Centerline Utilities – Pods D-Southeast, D-Southwest & I-North (CO No. 2)

- i) General
 - i) Consider Renewal of Annual Service Contract and Change Order No. 3 – Image Janitorial Services, Inc. – Janitorial Contract
 - ii) Consider Declaration of Surplus Equipment

- j) Payment Requests

copies of which are contained in applicable Northern files.

7) **REGULAR AGENDA**

a) **UNIT OF DEVELOPMENT NO. 1 – GRAMERCY PARK (CYPRESS RUN)** **Consider Grant of Easement to FPL**

Prior to consideration of a Grant of Easement to Florida Power and Light Company (FPL), Mr. Boykin recused himself from the vote, having previously filled out a Form 8B on matters involving this company.

Mr. Beatty stated that this item is for the consideration of an Easement to FPL. He explained that this Unit is located south of the Beeline Highway and essentially includes the Solid Waste Authority as well as areas between the Turnpike and I-95, displaying an overhead of the Unit boundaries and the Easement area. He further explained that this is not the typical easement that Northern normally grants. Mr. Beatty stated that, as a result of the type of facilities FPL is installing, they have requested additional restrictions

and limitations within the proximity of their facilities. He explained that there are maintenance activities that Northern will need to perform on a regular basis, but one benefit is that the new line will be higher with more clearance than the existing line. He reported that the District Engineer and Staff have evaluated the area and are comfortable with approving the Easement with the referenced restrictions.

Ms. Baker called for any comments from the public to which there was no response.

A **motion** was made by Mr. Block, seconded by Mr. LaMotte and unanimously passed granting the referenced Easement to Florida Power and Light Company.

b) UNIT OF DEVELOPMENT NO. 2C – ALTON

i) Status Report

Mr. Beatty began by showing the Board the unit map and displaying the site plan. He explained that the current construction projects have been completed, but there are new construction-related items coming up on the agenda which will be presented at this time.

This item was presented for information only and no Board action was required.

ii) Consider First Amendment to Funding Agreement No. 20

iii) Consider Funding Agreement No. 21

Ms. Roundtree explained that there are two Funding Agreements that are in conjunction with another item on the agenda. She stated that the first is the First Amendment to Funding Agreement No. 20 which is related to the final lift of pavement for Alton Road South, Pasteur Boulevard, Beckman Terrace and the Parcel E and F Neighborhood roadways. She noted that the engineer's estimate was lower than the bids received, so additional funding was needed. Ms. Roundtree stated that Northern has requested an additional \$418,680.96 from the landowner for funding of the private improvements. KH Alton, LLC is aware that this Agreement, the next Agreement and the bid approval will be contingent upon receipt of the required funds.

Ms. Roundtree explained that the second Funding Agreement is related to the public improvements. She further explained that when Kolter Homes began this development, they decided to fund the public improvements remaining at the end of the project, once the bonds funds were expended. She reported that Funding Agreement No. 21 is in the amount of \$187,305.00, which covers 125% of the remaining public improvements not covered by bond funds.

Ms. Roundtree stated that Staff is requesting a motion for each of the Funding Agreements presented.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed approving the First Amendment to Funding Agreement No. 20 in the amount of \$418,680.96.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and unanimously passed approving Funding Agreement No. 21 in the amount of \$187,305.00.

iv) Consider Award of Contract to J.W. Cheatham, LLC

Ms. Leser explained that Northern went out for bid for the final lift of pavement on Alton Road South, Pasteur Boulevard, Beckman Terrace and the Parcel E and F Neighborhood roadways, noting that the plans were prepared by Michael B. Schorah and Associates. She stated that the private alleyway improvements were also included and will be funded by the landowner, KH Alton, LLC. She reported that the project was advertised for public bid in March and the apparent low bidder is J.W. Cheatham LLC in the amount of \$1,478,279.70 for the public improvements and \$459,863.35 for the private improvements. The total bid amount for this project is \$1,938,143.05.

Ms. Leser stated that, as previously mentioned, the engineer's opinion of probable cost was slightly lower than the low bid, but it is her opinion that the bid represents the value of the project in the marketplace today. She noted that Northern has done a substantial amount of work with J.W. Cheatham and, subject to

the bidder's ability to provide the required payment and performance bonds, we recommend that J.W. Cheatham LLC be designated the lowest and best bid for this project. She reiterated that award of this contract will be contingent upon receipt of funding as addressed in the preceding two Agenda items.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed approving the Award of Contract for Construction and Purchase Order No. 23-583 to J.W. Cheatham LLC in the amount of \$1,938,143.05, subject to receipt of the necessary funding, as presented.

c) UNIT OF DEVELOPMENT NO. 5 – HENRY ROLF

i) Consider Addendum No. 4

ii) Consider Award of Contract to Johnson-Davis, Inc.

Ms. Leser explained that this item is associated with the rehabilitation and replacement of an existing 96-inch corrugated metal culvert that connects Unit 5B, C and D to Unit 5A, noting that it runs from RiverWalk to Vista Center. She stated that Mock Roos and Associates, Inc. prepared plans for the culvert replacement and Northern obtained a loan to cover a portion of the estimated cost of the construction and also applied for several grants, which Northern did not receive. She reported that the Project was advertised for public bid in January 2023, with a budget estimate of \$2,700,000.00, noting that the only bid received was from Johnson-Davis, Inc. in the amount of \$3,065,125.00.

Ms. Leser stated that Staff reviewed the project with the Project Engineer and, based on how it was designed, it was determined that a portion of the project could be removed and bid at a later date as a separate project, briefly reviewing the project in more detail. She reported that Northern negotiated with Johnson-Davis, Inc. to lower the bid to \$2,099,930.00 which included some value engineering as well. She further reported that in exchange for the significant reduction in their bid, Johnson-Davis requested that the Project be changed from Unit Price to Lump Sum and add 60 days to the contract based on current material shortages and delays.

Mr. Boykin asked about the size of the pipe and Mr. Beatty advised that it is 96 inches in diameter. Ms. Leser explained that the project involves replacement under Vista Parkway South and sliplining under Jog Road.

Mr. LaMotte asked if the pipe provides drainage for the Unit 5 sub-units along Okeechobee Boulevard and Ms. Leser responded affirmatively.

Ms. Leser explained that, in addition to accumulated reserves, Northern obtained a loan of \$2,400,000.00 for the work, adding that Northern will have to obtain funding to do the work that was removed from the bid at some point in the future.

Mr. Boykin asked how many people are served by this project and Staff advised that the project involves all of the residents of Units 5A, B, C & D, plus businesses, which amounts to a large number of residents.

Ms. Leser stated that this recommendation requires two motions. The first motion is to consider Addendum No. 4 to the Unit 5 Rehabilitation and Replacement Project. She explained that the Addendum includes revising the project to modify the Bid Proposal's scope of work, adding 60 calendar days to the contract time, and changing the contract from Unit Price to Lump Sum.

Mr. LaMotte asked if they are moving the pipe under Vista Parkway or putting it back in the same place. Ms. Leser advised that they are putting it back in the same place, and described the process in a little more detail.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed approving Addendum No. 4 to the Unit 5 Rehabilitation and Replacement Project, as presented.

Ms. Leser stated that the second motion is to consider the Award of a Lump Sum Contract to Johnson-Davis, Inc. in the amount of \$2,099,930.00 and the issuance of Purchase Order 23-585.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed approving Award of a Lump Sum Contract and Purchase Order 23-585 to Johnson-Davis, Inc. in the amount of \$2,099,930.00.

**d) UNIT OF DEVELOPMENT NO. 9B – ABACOA II
Consider Purchase Orders to WGI, Inc. (6)**

This item was previously removed from the agenda.

**e) UNIT OF DEVELOPMENT NO. 11 – PGA NATIONAL
Consider Award of Contract to J.W. Cheatham**

Ms. Leser stated that this item involves consideration of a contract to J.W. Cheatham, LLC for the Avenue of the Masters milling and resurfacing project, noting that this project was identified and budgeted as part of Northern’s Five Year Capital Improvement Plan. She stated that this project includes pavement milling and resurfacing within Avenue of the Masters and was advertised for public bid in February. She further stated that two bids were received and opened on March 29, 2023, and the low bidder was J.W. Cheatham, LLC in the amount of \$692,610.85.

Ms. Leser reported that this bid result was the opposite of the previous public bid result, noting that the engineer's opinion of probable cost for the project of \$999,731.50 was higher than the lowest bid received. She stated that it is Staff’s opinion that the bids represent the value of the project in the marketplace today and J. W. Cheatham is very well qualified to do the work. She further stated that, subject to the bidder’s ability to provide the required payment and performance bonds, she recommends that J.W. Cheatham, LLC be designated the lowest and best bid for this project. Ms. Leser explained that the work was budgeted in a previous year, funds are available and Staff recommends Award of Contract for Construction and Purchase Order No. 23-558 to J.W. Cheatham, LLC in the amount of \$692,610.85.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed approving an Award of Contract for Construction and Purchase Order No. 23-558 to J.W. Cheatham, LLC in the amount of \$692,610.85.

f) UNIT OF DEVELOPMENT NO. 16 – PALM BEACH PARK OF COMMERCE

i) Consider Acceptance of Bill of Sale – IAAI West

Ms. Leser stated that this item is associated with a Northern permitted project in the Palm Beach Park of Commerce. She explained that the Developer of the IAAI West Project requested and previously received a release of the Blanket Water Management Easement from Northern in exchange for the Developer’s grant to Northern of a new relocatable Water Management Easement which encompassed the location of Northern’s two existing drainage ditches bisecting the property at the time. She noted that a Northern permit was subsequently issued for development of the property and the work authorized in the permit is now complete. She briefly explained that upon Northern’s acceptance, the Bill of Sale conveys the therein described public improvements to Northern. She confirmed that the Engineer’s certification is included in the Board materials and Staff recommends acceptance of the Bill of Sale.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed approving acceptance of the Bill of Sale.

ii) Consider Partial Release of Easement

Ms. Leser explained that this next item is related to the one previously presented. She directed the Board’s attention to the related aerial photos being displayed and explained that the backfilled ditches included in the “Initial Easement Area” are no longer needed and this Partial Release covers that area. She also noted that Northern did receive an Easement to an additional piece of property upon completion of the Bill of Sale improvements. Ms. Leser stated that there is no cost associated with this Partial Release of

Easement and she recommends approval of the Partial Release of Easement for the “Initial Easement Area” as recorded in ORB 3119, PG 1525, Official Records of Palm Beach County, Florida.

Mr. LaMotte asked why Northern had a Blanket Water Management Easement (Blanket WME) over the entire property to begin with and Mr. Edwards advised that when Northern forms a Unit, Northern obtains a Blanket WME over the entire project, so some of it has been in place for a long time. He further explained that it provides various rights and access for any work that Northern needs to do, but when the works are constructed and access under the Blanket WME is no longer needed for a parcel, Northern releases the encumbered property.

Ms. Leser added that it gives Staff the ability to confirm that Northern has all of the access needed to conduct any maintenance activities before releasing the property.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed approving the Partial Release of Easement for the “Initial Easement Area” as recorded in ORB 3119, PG 1525, Official Records of Palm Beach County, Florida.

**g) UNIT OF DEVELOPMENT NO. 18 – IBIS GOLF & COUNTRY CLUB
Consider City of West Palm Beach Development Application Owner Consent Form**

Mr. Beatty stated that the Board has seen this type of document in the past for other projects and he gave a previous example from Unit 14. He explained that, in this case, The Club at Ibis Property Owners Association, Inc. (Club) is planning to develop an area of common property into a pickleball facility which will involve the Club filling in a portion of Northern’s lake. In return, they would make an equivalent area available somewhere else on their property within the same drainage basin. He noted that Mr. Edwards has included modified consent language on Northern’s behalf to address its usage and scope.

Mr. Beatty stated that Staff is recommending execution of the consent to allow the developer to move forward with their site plan modifications and submittal to the City of West Palm Beach.

At this time, Mr. LaMotte recused himself from the vote due to his employer's involvement, having previously filled out a Form 8B on matters involving said employer.

Ms. Baker asked about the location of the development and Mr. Beatty pointed it out on an overhead projection.

Mr. Edwards explained that this item is an approval of the consent for the developer to file an application with the City of West Palm Beach. He stated that the Club will still need to file for a permit from Northern for authorization to perform the work.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker seconded by Mr. Block and passed by the voting members authorizing the execution of the City of West Palm Beach Modified Consent Form.

h) UNIT OF DEVELOPMENT NO. 20 – JUNO ISLES

i) Consider Waiver of Engineering Standards Manual Requirement

ii) Consider Purchase Order to Murray Logan Construction, LLC.

Mr. Beatty explained that this is essentially a two-item request. He stated that in September of 2021, a Purchase Order was issued to WGI for design, permitting, bid and construction phase services for the rehabilitation or replacement of the existing salinity weir structure within Unit 20, Juno Isles. The design was also to incorporate a salinity backflow prevention mechanism that would mitigate saltwater intrusion as a result of seasonal high tides. Over the past year, WGI has conducted a number of analyses to determine the most efficient method of reconstructing the existing weir and incorporating a passive tidal backflow mechanism.

Mr. Beatty stated that there are a number of challenges that WGI faced with respect to the design, such as available access for construction equipment, overhead power lines and delivery and storage of construction materials. After numerous discussions, it was determined that a marine contractor should be incorporated into the design team to provide value engineering from a constructability perspective. He

stated that this is not unusual, noting that Staff tries to incorporate contractors as often as possible, because it makes the design and construction go smoother. He reported that David Logan of Murray Logan Construction has provided a number of practical solutions in past projects. He further reported that Mr. Logan agreed to meet with Northern Staff, as well as representatives from WGI, to help develop a solution that would be cost effective and provide the desired result. The concept of a passive tidal prevention device had to be abandoned, but with the assistance of Mr. Logan, WGI developed a manually-operated mechanism that can be raised and lowered as needed to prevent saltwater intrusion and will be significantly more cost effective to construct and maintain. In addition, the existing weir will be fortified and refurbished to provide many years of stormwater protection for the community.

Mr. Beatty stated that Murray Logan Construction has provided a quote to refurbish the existing weir structure and fabricate and install the tidal backflow prevention device in the amount of \$268,000.00. He explained that this is significantly lower than the previously anticipated cost of over \$1,000,000 for the passive concept. He further explained that the tidal prevention mechanism is being fabricated by another company and will be designed and reviewed by WGI to confirm it complies with all structural standards before it is constructed.

Mr. Beatty explained that the other part of this item is that since Murray Logan was involved with the concept and assisted with this process, he believes that it is a very good value for the desired end result, which is essentially a new weir and a salinity backfill prevention device. He stated that David Logan of Murray Logan Construction and Jeff Bergmann of WGI are both in attendance and he believes they are ready to begin this project as expeditiously as possible. He also acknowledged that some representatives from Juno Isles are also in attendance and stated that they are looking forward to having this project completed as well.

Mr. Beatty stated that the first request is for a waiver of Section 5.B.2.c.(2) of the Engineering Standards Manual which requires Northern to obtain a minimum of three quotes for construction work less than \$300,000.00.

Mr. Beatty then stated that the second request is for approval of Purchase Order No. 23-573 to Murray Logan Construction, LLC. in the amount of \$268,000.00.

Ms. Baker expressed her disappointment in the timeframe of this project, noting that she participated in the Engineering Review Committee (ERC) Meeting that reviewed the approach methodologies for this project in August 2021. She stated that the Request for Proposals went out in May of 2021 and she visited the project site prior to the ERC meeting, so she has been aware that no work has appeared to have been done. She stated that she has questions about the timeline, what has taken so long and why there have been no status reports or status monitoring of the project.

Mr. Bergmann was asked to address the Board at this time. He stated that the lead engineer on this project left the firm, so someone else had to review the project again from an engineering standpoint. He explained that when one engineer takes over from another, they have to assume full responsibility for the project, so that process took some time. Mr. Bergmann stated that, after the subsequent review of the project, WGI then had discussions with Northern regarding some access issues, noting that they had determined that accessing the project from Northern's easement on Ellison Wilson was not going to be feasible. He apologized for the lateness of the project.

Mr. Boykin asked how they were going to replace the weir and Ms. Leser advised that it is a rehabilitation, not a replacement.

Mr. Bergmann explained that it is being rehabilitated since the access route is burdened by power lines and other issues involving the boat lift.

Ms. Baker stated that all those factors were known when WGI first saw the project, noting that there have not been any changes over the past 19 months, and Mr. Bergmann advised that over the years

WGI has recommended replacement of the bulkhead located on the north side of the canal. Ms. Baker also stated that Mr. Bergmann was originally listed as the principal in charge of the project. She then asked who the gentleman was who left the firm and Mr. Bergmann advised that it was Tim DeLand.

Mr. Bergmann stated that WGI will be working with David Logan, adding that they already have a fabricator, based in the Clewiston area, which has done specialty and custom gates for South Florida Water Management District (SFWMD).

Mr. Boykin asked when the community can expect to have this project done, and Mr. Beatty asked David Logan to address the Board.

Ms. Baker stated that originally the project was expected to be completed within four to six months, with construction beginning within the year, which did not occur.

Mr. Logan addressed the Board and stated that he was brought into the project approximately six months ago, meeting with Northern and WGI and advising that rehabilitation was the better way to proceed. He stated that portions of the structure were in very good shape and can be saved. He then described the proposed rehabilitation project in more detail, noting an anticipated three to four months completion time. He stated that WGI is fairly far along with the value engineering plans and D&J Machinery is ready to go, so he believes he can commit to having the project completed in four months from the date of the Board Meeting.

Ms. Baker asked who is now responsible for carrying out the project. Mr. Logan advised that Mr. Bergmann would be responsible for the design and Murray Logan Construction would be responsible for the construction, if the project is awarded to them.

Ms. Baker then asked Mr. Bergmann how far along he is in the design and permitting process. Mr. Bergmann stated that the next step is a meeting with the fabricator, since this gate will have to be made in sections.

Ms. Baker asked if any permitting applications have been submitted. Mr. Bergmann advised that he needs the design from D&J Machinery before proceeding with SFWMD. He confirmed that he has had discussions with SFWMD and it appears that they will be able to get an exemption since the project will stop saltwater intrusion.

Mr. Boykin asked how long it takes to get a permit from SFWMD, and Mr. Bergmann advised that he should have the exemption within 30 days.

Mr. Logan advised that the final design and permitting process will run parallel with the work being done by Murray Logan.

Ms. Baker requested that the Board receive an update next month. She also stated that she would like to see the WGI contract again and see what has been done thus far, expressing her disappointment in the process once again. She also asked to hear from the homeowners in attendance.

Mr. Edwards asked which contract Ms. Baker was asking to see and she confirmed that she wishes to see the WGI contract once again to review the timelines.

Jeff Holland addressed the Board stating that he and Bruce Wyman are essentially the Board of Juno Isles Boat Owners Association (BOA) which is separate from the Homeowners Association. He further stated that they are very interested in this project as part of the BOA and due to the boat lift. They fully support the salinity device as they are tired of dealing with loading sandbags and taking them off. He explained that the biggest concern for the community and the BOA is that, although they understand that the weir has to be rehabilitated, they want to make sure that Murray Logan and WGI understand that the boat lift has to be able to go over the weir. He stated that they understand that when the salinity device is in operation, the boat lift cannot be used, but they want to make sure that the design does not impede the use of the boat lift. Mr. Holland further stated that the BOA has 60 boat owners/members in the community and collects approximately \$12,000 in dues a year. He reported that the group is growing and they are considering making some future upgrades to the boat lift, due to potential homeowners in the future with

larger boats. He closed by stating that the BOA is all for the upgrade to the weir and the installation of a salinity device, but he is asking that they be kept in loop and their concerns be taken into consideration.

The Board thanked Mr. Holland for his comments.

Lou Conter also addressed the Board stating that he is also a resident of Juno Isles and asked about the estimated date of completion. Mr. Beatty advised that he believes it will be four months from this date. He stated that they were initially told that the project was going to take place during the winter and now he is concerned about the project taking place during the heart of boating season.

Mr. Beatty asked Mr. Logan how long he estimates that the boat lift will be impacted, and Mr. Logan estimates that the boat lift will only be impacted for 45 to 60 days of the estimated four-month project. Mr. Conter thanked the Board.

Mr. Boykin asked about the possibility of moving the project timeframe, and Mr. Beatty advised that there is no good time to do this project as people boat all year long.

Ms. Baker explained that she sympathizes with those concerned with the timing.

Mr. Boykin called for a motion and Mr. LaMotte stated that he is abstaining from the vote due to WGI's involvement in this project.

Mr. Edwards asked that the motions be done in two parts, with the first motion being to waive the pertinent Section of the Engineering Standards Manual requirement.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and waiving the Engineering Standards Manual requirement, as presented. Mr. Boykin also voted to approve. Ms. Baker then chose to vote against the motion. The motion passed with a vote of 2-1 with Mr. LaMotte abstaining from the vote.

Mr. Boykin stated that the second motion for consideration was the approval of a Purchase Order to Murray Logan Construction.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and approving the Purchase Order to Murray Logan Construction, as presented. Ms. Baker then chose to vote against the motion. The motion passed on a majority vote.

**i) UNIT OF DEVELOPMENT NO. 43 – MIRASOL
Consider Payment Request to WGI**

Mr. Beatty explained that this item is a payment request in the amount of \$3,554.25 to WGI, Inc. for Unit No. 43 Boardwalk Repairs.

Prior to consideration of the Payment Request to WGI, Inc., Mr. LaMotte recused himself from the vote, having previously filled out a Form 8B on matters involving this company.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker seconded by Mr. Block and passed by the voting members approving a payment request in the amount of \$3,554.25 to WGI, Inc.

**j) UNIT OF DEVELOPMENT NO. 44 – THE BEAR’S CLUB
Discuss Request for Acceptance of Title to Acreage**

Mr. Edwards stated that this item has to do with a 15 ½ acre parcel that is subject to a conservation easement. He reported that the property was previously conveyed to Northern, but in 2015, a number of requests were made that Northern return the property to the Developer, and the Board ultimately agreed to the request. He stated that representatives of the current Landowner have asked if Northern would be interested in taking the property back, noting that this request is related to a new development project with the Town of Jupiter which would require giving the property back to Northern before moving forward.

Mr. Edwards explained during the initial transfer in 2015, Northern had to amend the Plan of Improvements and the Report of Engineer as well, which is a costly process. He has already advised the representatives of the potential costs involved for such a future transfer. He also noted that Staff has gone out and looked at the property and it has not been maintained up to Northern’s standards for an area subject to a conservation easement and there would be some additional costs for removal of exotics.

Mr. Edwards reported that he has advised them of the potential costs and that if Northern takes this property back, it will be in perpetuity. He wanted to make the Board aware of this request and check with the Board to find out if they are interested in moving forward with this property transfer, should the Landowner be interested in pursuing the matter.

Following a general discussion with regard to the amount quoted, the maintenance of the property, if any formal request has been made, it was the general consensus of the Board to move forward as long as the new Landowner is willing to pay the necessary costs.

**k) UNIT OF DEVELOPMENT NO. 53 – ARDEN
Status Report**

Mr. Beatty began his report by initially displaying the unit map and site plan, and stated that this is a verbal report. He stated that most of the construction activity is winding down. There have been no conversations with the Developer with regard to additional future funding, but the next few phases will require funding from the Developer in some manner.

Mr. Edwards stated that there are of couple of items that Northern is still waiting for from the Developer. He noted that Northern had previously sent them a Funding Agreement for a new project and has heard nothing back. He also noted that an Easement will be required from the northern end of the lake to the Okeechobee right-of-way and a draft was sent with no response thus far. He stated that additional easements will also be required and he is concerned that there has not been any response from the Developer. He will be addressing these issues with them since they need to be addressed before moving forward with any future development.

This item was presented for information only and no Board action was required.

1) GENERAL

Consider Approval of Outside Member to Budget, Banking & Audit Committee – Auditor Selection

Ms. Roundtree stated that Marcum LLP had recently presented the Financial Statements to the Board and Northern currently has a contract with them for auditor services. She explained that Marcum was awarded the contract through an RFP process in 2008, and then in 2018, following several extensions, the Budget, Banking and Audit (BB&A) Committee recommended continuing with the existing contract for Audit Services for five additional years rather than go through an RFP process. She reported that the recommendation included that after five subsequent renewals, the BB&A Committee should meet again to review the current Audit Services contract to determine whether to continue to renew the contract or issue a new RFP.

Ms. Roundtree stated that it is now time to reconvene the BB&A Committee to review the contract and determine how to proceed. She explained that, while the law does not prescribe a maximum term for an audit services contract or a maximum number of renewal periods, the Auditor General's office recommends that once the contract period, including renewals, has expired, any further required annual audit services should be subjected to the auditor selection law in accordance with Section 218.391, Florida Statutes.

Ms. Roundtree explained that the law changed in 2019, and Staff is no longer allowed to participate in the rankings or make selection recommendations. She further explained that the statute also specifies that a minimum of three members should serve on the Committee, and Staff is recommending the Board appoint Ms. Emily Alves, Accounting Manager for the Solid Waste Authority to serve on this Committee. Ms. Roundtree stated that she served in a similar capacity for the Solid Waste Authority for Ms. Alves during their audit selection process, so Ms. Alves has agreed to serve on Northern's Committee for this purpose. She noted that Ms. Alves previously worked for Rachlin as a governmental auditor, has been in government for years and is highly qualified. Ms. Roundtree stated that there are currently two members

on the Committee, with Mr. Boykin serving as an alternate, so the Committee would be comprised of the two current Members and Ms. Alves would be appointed to serve on a temporary basis to assist with the auditor selection process.

Mr. Boykin asked what the annual cost of the audit is and Ms. Roundtree replied that it is currently \$85,000. He then asked if a BB&A Committee meeting will be scheduled once Ms. Alves is approved to serve and Ms. Roundtree responded affirmatively, noting that a meeting has tentatively been scheduled for May 18th.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed appointing Ms. Emily Alves to the Budget, Banking and Audit Committee temporarily to assist in the auditor selection process.

8) MISCELLANEOUS REPORTS

a) ENGINEER

Ms. Leser reported that there is not much to report except that Staff is getting ready to begin the projects that were just approved by the Board.

b) ATTORNEY

Mr. Edwards reported that the Legislative Session is ongoing and there are really only two pending bills involving special districts. He stated the one bill mentioned previously regarding the removal of the exemption for Chapter 298 elected Board Members had issues from the beginning and the exemption has been put back into the bill with a cautionary note with regard to potential ethics requirements. He further stated that the requirement for four hours of ethics training has remained in the bill.

Mr. Edwards reported that the other bill related to throwing trash in water bodies of special districts and gives Staff the legal authority to contact the appropriate authorities and press charges against those responsible for littering.

There was a general discussion with regard to Reedy Creek and possible changes to the Financial Disclosure requirements.

c) EXECUTIVE DIRECTOR

Mr. Beatty began by announcing that Tim Helms is retiring. He gave a brief speech, noting that Mr. Helms has saved the District millions of dollars over the years that he has been employed. He thanked Mr. Helms for his friendship and his service.

The Board wished him well.

The Public and Community Relations Report is included in the Board materials for review.

9) RECEIVE AND FILE

The following items were presented to be received and filed:

- Assessment Collection Status;
- Northern Quarterly Financial Report; and
- Proof of Publication of Meeting Notice

copies of which are contained in Northern's records.

10) COMMENTS FROM THE BOARD

Ms. Baker asked for a possible workshop about oversight of the Committees and progress assessments along the way.

Mr. Boykin asked Mr. Beatty if Northern uses Gant charts. Mr. Beatty advised that there was a chronology of items associated with this entire project and he will take responsibility for the timing issues. He stated he was new to his position as Executive Director and once he became more familiar with the project and the issues that arose, he was able to get the right people in place to achieve the appropriate end result for the residents.

Mr. Boykin asked for a process in place for active construction projects regarding timing. Ms. Leser clarified that a process is in place for construction projects, but it has not involved the design phase of the project.

A general discussion followed with respect to issues caused by grant delays, adding timeline tracking for the design portion of a project, and how lump sum payments will be dealt with.

Mr. Edwards also clarified the difference between projects going out for public bid and projects that are bid among a list of general services contractors previously approved by Northern.

Mr. Boykin stated that typically all engagements should include time expectations.

11) ADJOURN

A **motion** was made by Ms. Baker, seconded by Mr. Block and unanimously passed to adjourn the meeting.

There being no further business to come before the Board, the meeting was adjourned.

President

Assistant Secretary

**MINUTES OF A BOARD OF SUPERVISORS MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 05/24/23**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:00 a.m. on May 24, 2023, in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida.

1) ROLL CALL

There were present Board President Matthew J. Boykin and Supervisors L. Marc Cohn, Gregory Block, Ellen T. Baker and Brian J. LaMotte; Executive Director Dan Beatty; and General Counsel Kenneth W. Edwards of Caldwell Pacetti, et al.

Also present were Director of Finance & Administration Katie Roundtree; District Engineer Kim Leser; District Clerk Susan Scheff; Director of Operations Ken Roundtree; Budget & Tax Roll Manager Laura Ham; Programs & Facilities Maintenance Administrator Jared Kneiss; Technical Assistant/Records Management Specialist Kathleen Maloney-Pollock; and Rita Feinman and Barry Weiss of BallenIsles Country Club (Unit 31).

2) ESTABLISHMENT OF A QUORUM

Mr. Boykin announced there was a quorum and that it was in order to consider any business to properly come before the Board.

3) ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Beatty requested item 6)e) be moved from the Consent Agenda to the Regular Agenda under General and the Board consented to the request.

4) APPROVAL OF MINUTES

Ms. Baker asked that approval of the Minutes of the April 26, 2023 Regular Meeting be tabled until the June Board Meeting, allowing her additional time to review them.

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed tabling approval of the Minutes of the April 26, 2023 Regular Meeting until the June Board Meeting.

5) COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Mr. Boykin called for any comments from the public for items not on the Agenda to which there was no response.

6) CONSENT AGENDA

Mr. Boykin called for any comments from the public on the Consent Agenda to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed approving the following Consent Agenda Items:

- a) Unit No. 14 – Eastpointe
Consider Authorization to Record Permit No. PER-14-038 – Hillman
- b) Unit No. 18 – Ibis Golf & Country Club
Consider Authorization to Record Permit No. PER-18-225 – Katzen
- c) Unit No. 34 – Hidden Key
Consider Authorization to Record Permit No. PER-34-013 – Civitella
- d) Unit No. 53 – Arden
Consider Bill of Sale and No Lien Affidavit for Pod I-North
- e) General
 - i) Consider Third Amendment to Project Engineer Agreement with Michael B. Schorah & Associates, Inc.
 - ii) ~~Consider Travel Request – Florida Association of Special Districts Annual Conference (moved to Regular Agenda)~~
- f) Payment Requests

copies of which are contained in applicable Northern files.

7) REGULAR AGENDA

a) UNIT OF DEVELOPMENT NO. 2C – ALTON Status Report

Mr. Beatty began by showing the Board the unit map and displaying the site plan. He explained that there are no current photos as the current construction projects have been completed. He stated that Staff is in the process of executing the contract for the final lift of asphalt, noting that construction is expected to commence sometime mid-June.

Mr. Beatty stated that there is a Northern permit for the hospital project and the hospital site is currently being cleared and prepared for that construction.

Ms. Baker had a question regarding an aesthetic issue in the children's park, and Mr. Beatty stated Staff will bring the issue up with the HOA, which is responsible for park maintenance.

This item was presented for information only and no Board action was required.

b) UNIT OF DEVELOPMENT NO. 11 – PGA NATIONAL Consider Water Management Easement and Water Management Maintenance Easement

Ms. Leser explained that this item is for consideration of a Water Management Easement and a Water Management Maintenance Easement by separate instruments. She stated that these two easements were previously dedicated by plat. She noted that the area is being replatted and those easements will be extinguished in the replatting process, so these are replacement easements which will be recorded in advance of the new replat. She reported that the sketches and descriptions of the replacement easements have been reviewed by Keshavarz & Associates, Inc., and its approval letter is included in the Board materials. Ms. Leser stated that no fiscal impacts are associated with the items and Staff recommends approval of the Water Management and Water Management Maintenance Easement.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed accepting the Water Management and Water Management Maintenance Easements, as presented.

**c) UNIT OF DEVELOPMENT NO. 14 – EASTPOINTE
Consider Acceptance of Quit Claim Deed**

Mr. Edwards stated that this item requires some history. He then explained that Northern entered into an Exchange Agreement with the Eastpointe Country Club, Inc. and EPBG, LLC in 2019 which required Northern to Quit Claim some property to the Country Club. He further explained that subsequently, a plat was recorded which dedicated real property interests to Northern. Following the recording of the plat, it was determined that the Country Club was not going to meet its deadline required by the Quit Claim Deed (QCD), so Northern entered into a Corrective QCD allowing for additional time. Unfortunately, the Corrective QCD used the same metes and bounds legal description as used for the first QCD, and it inadvertently included a small portion of platted Tract W-1 which Northern needs back. Mr. Edwards explained that the QCD by the Eastpointe Country Club, Inc. to Northern that is the subject of this Agenda item accomplishes this reconveyance to Northern, and Staff recommends approval.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed approving and accepting the Quit Claim Deed from the Eastpointe Country Club, Inc.

d) UNIT OF DEVELOPMENT NO. 20 – JUNO ISLES

i) Status Report

Mr. Beatty stated that this is a status report on the Unit 20, Juno Isles, weir reconstruction project. He explained that the Board approved a Purchase Order to Murray Logan last month for the restoration of the weir and installation of a passive tidal backflow mechanism. He reported that a successful preconstruction meeting was held with the Boat Owners Association and the Homeowners Association, noting that Murray Logan then mobilized this week. Mr. Beatty completed his report by displaying some photos of the project area.

Mr. Boykin asked if the project is still on track and Mr. Beatty responded affirmatively.

Ms. Baker asked if the South Florida Water Management District (SFWMD) permit exemption was granted. Mr. Beatty advised that he has emailed WGI for a copy of the permit exemption, which he has not yet received, but he further advised that the work falls under maintenance work, so they may proceed without first receiving the exemption.

Ms. Baker asked about the fence shown in the photos and was advised that the homeowner has been informed that the fence will need to be removed for the work.

This item was presented for information only and no Board action was required.

ii) Consider Payment Request to WGI

Mr. Beatty explained that this item is a payment request in the amount of \$3,357.29 to WGI, Inc. for the Unit No. 20 Salinity Weir project which has been moved from the Consent Agenda to the Regular Agenda in order for Mr. LaMotte to recuse himself.

Prior to consideration of the Payment Request to WGI, Inc., Mr. LaMotte recused himself from the vote, having previously filled out a Form 8B on matters involving this company.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker seconded by Mr. Block and passed by the voting members approving a payment request in the amount of \$3,357.29 to WGI, Inc.

**e) UNIT OF DEVELOPMENT NO. 53 – ARDEN
Status Report**

Mr. Beatty began his report by initially displaying the unit map and site plan. He stated that this is a brief status report, as Northern has wrapped up all construction activities and turned all water and sewer improvements constructed thus far over to Palm Beach County Water Utilities. He reported that Staff has not heard from Lennar with respect to any further bond activity, noting that they will need to provide additional funding for any new Northern construction projects.

This item was presented for information only and no Board action was required.

f) GENERAL

Consider Travel Request – Florida Association of Special Districts Annual Conference
(Item moved from the Consent Agenda)

Mr. Beatty stated that this is a travel request authorizing Ms. Baker to attend the Florida Association of Special Districts Annual Conference.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving the travel request, as presented.

i) Consider Agreement with Thompson Consulting Services for Storm-Related Debris Monitoring

Ms. Roundtree stated that this is a Cooperative Agreement essentially piggybacking off the Solid Waste Authority's debris monitoring contract with Thompson Consulting Services that uses electronic load tickets as opposed to the prior paper load ticket process. She stated that the version of the Agreement in the Board materials has been slightly modified by Mr. Edwards, so she passed out a copy of the latest version to the Board. Ms. Roundtree briefly reviewed the debris monitoring process, noting that all this work is potentially reimbursable through FEMA.

Mr. LaMotte inquired who Northern performs debris monitoring for and Mr. Beatty advised that Northern has an Interlocal Agreement (ILA) with the City of Palm Beach Gardens (City). Ms. Roundtree further advised that the ILA is for PGA National and BallenIsles, noting that the City is in the process of amending the ILA to add Alton, and this amendment will come to the Board for consideration in the near future. She explained that for areas not under the City's jurisdiction, such as Ibis and The Bear's Club, Northern hires other contractors to handle debris hauling.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed approving the Agreement with Thompson Consulting Services for Storm-Related Debris Monitoring.

ii) Presentation of the Proposed 2023/2024 Budget

Ms. Roundtree began by thanking Laura Ham, Northern's Budget & Assessment Roll Manager, and Northern's high school intern, Quinton Dang, for putting this presentation together. She also acknowledged that Lucas Schaffer, Northern's Environmental Manager, took the Budget's cover photo of a Barred Owl.

Ms. Roundtree then gave a PowerPoint presentation and highlighted some information from Northern's proposed Fiscal Year (FY) 2023/2024 Budget. She explained that the proposed FY 2023/2024 Budget is \$42.3 million, which is a 7.2% or approximately \$2.8 million increase from the FY 2022/2023 Budget. She further explained that Staff has remained mindful of the current economic conditions and took that into consideration when evaluating increased assessments. She reported that the budgets for the last few years had some maintenance projects delayed to keep budgets at the same level or with a slight increase, but this year's budget reflects some projects that could not be delayed any longer. She noted that, where available, excess fund balances were used to reduce assessments or projects were planned over several years to reduce the increase.

She presented charts showing the budgets for the past 10 years and the expected debt service for the next 20 years. She also presented a chart comparing the proposed FY 2023/2024 Budget to the FY 2022/2023 Budget and gave a general review of the increases and decreases. Ms. Roundtree showed the Board more detailed charts involving major components of the FY 2023/2024 Budget.

Over the course of the presentation, the Board had questions to which Staff provided answers regarding whether the debt service and capital outlay charts were presented in constant dollars or not, favorable debt interest rates, and use of fund balances to offset assessment increases.

Ms. Roundtree noted that although 87% of Northern's Units have proposed increases, most of those increases result in less than 10% or \$100.00 per parcel. She reviewed some of the larger assessment

increases and explained the reason for each. She then reviewed the process for finalizing the FY 2023/2024 Budget.

Mr. Beatty commended the Finance Department for doing an excellent job.

Mr. Boykin thanked Ms. Roundtree and asked the Board if they had any additional questions.

Mr. LaMotte asked if there were any plans to replace the Deputy Director position, and Mr. Beatty advised him not at this time.

This item was presented for information only and no Board action was required.

8) MISCELLANEOUS REPORTS

a) ENGINEER

Ms. Leser reported that a couple of projects were brought to the Board for consideration last month and one of those was an Award of Contract to J.W. Cheatham (JWC) for the Unit 11, Avenue of the Masters milling and resurfacing project. She stated that during the contract execution process, JWC requested a modification to Northern's standard retainage of 10% until substantial completion. They asked Northern to consider utilizing the Florida Statute (FS) requirement of 5% for public entities, which statute is currently waived in the pending agreement. She explained that Northern typically has retained 10% until a contract is substantially complete and then reduced it to 2% until final completion, noting that JWC asked to modify the 10% to 5%, but did not mention a modification to the 2% retainage. Ms. Leser noted that the FS states 5% retainage throughout and that would be fine with JWC. She also noted that JWC was almost \$300,000 lower than the next low bidder on this project.

Mr. Boykin stated that JWC has worked on many projects for Northern and asked if this has ever come up before. Ms. Leser advised that it was brought up too late into the contract preparation process after they had been awarded the Unit 16 Venture Way project and too late to address in the bidding process for the Unit 2C Phase 2 final paving project. She added that JWC will be requesting this retainage change for future awards, which is why it is being brought to the Board.

Mr. Edwards explained that the Legislature frequently changes retainage percentage requirements and Northern previously decided that rather than having to change its documents every year to address the latest changes, any bidders for Northern projects would waive those provisions regarding retainage and accept 10% retainage until substantial completion and then 2% retainage until final completion. He stated that JWC has agreed to this previously, but has now requested this change for the Unit 2C and Unit 11 projects. Mr. Edwards explained that he asked for this request to be brought to the Board, because it is his belief that this issue should have been brought up during the bidding process, so that all the other contractors would be made aware of the request. He has an issue with JWC requesting the reduction following being awarded the bid, but added that, given that the differential between the lowest bid and the next low bidder in these cases is so significant, the difference in the retainage is de minimis.

Mr. Edwards stated that if the Board should approve the request, Northern would reduce its retainage to 5% for projects that also require payment and performance bonds. He agrees with the modification request and is recommending that the Board approve the change in the referenced Unit 11 and Unit 2C contracts and for all similar project documents moving forward.

There was a general discussion with regard to how often the FS changes and the continued need for the waiver in order to prevent having to change multiple documents and manuals on a regular basis.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed approving the request to change the retainage amounts to 5% until final completion, as discussed.

b) ATTORNEY

Mr. Edwards reminded the Board that their Form 1 documents should be arriving by mail shortly and are required to be filed by July 1, 2023.

c) EXECUTIVE DIRECTOR

Mr. Beatty stated that, as Ms. Roundtree reported previously, there have been some personnel changes and two vacant positions have been filled with new employees starting in June. Polly Scherman will be filling the vacancy left by Tim Helms and Kimberly Morgan will be filling in the open Permit Coordinator position.

Mr. Beatty reported that the Budget, Banking & Audit Committee met on May 18, 2023, and Ms. Roundtree will give that report and subsequent Committee recommendation.

Ms. Roundtree stated that the purpose of the Budget, Banking & Audit Committee Meeting was to discuss whether to go out for a Request for Proposals (RFP) for audit services, as Northern had not gone out for an RFP since 2008. She stated that the Committee recommended that the Board go out for an RFP for audit services, and a motion is required.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed approving the Budget, Banking & Audit Committee's recommendation to go out for an RFP for audit services.

The Public and Community Relations Report is included in the Board materials for review.

9) RECEIVE AND FILE

The following items were presented to be received and filed:

- Assessment Collection Status;
- Northern Monthly Financial Reports; and
- Proof of Publication of Meeting Notice

copies of which are contained in Northern's records.

10) COMMENTS FROM THE BOARD

There were no further comments from the Board.

11) ADJOURN

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed to adjourn the meeting.

There being no further business to come before the Board, the meeting was adjourned.

President

Assistant Secretary



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Katie Roundtree, Director of Finance & Administration

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development No. 9B – Abacoa II
Consider Amendment No. 1 to Agreement No. A3073 (FRDAP Grant)

Background

In August 2022, the District was awarded a Florida Recreation Development Assistance Program (FRDAP) Grant from the Florida Department of Environmental Protection (DEP) for repair work to some of the preserve structures in the Abacoa Preserves. This is a reimbursable project, as most of the work has been completed. In preparation for the closeout of the project, an amendment to the original grant Agreement No. A3073 is required to specifically address that this is a reimbursable project in the work plan.

Fiscal Impact

Grant funds up to \$50,000 will be reimbursed to Northern upon completion and approval by the Florida DEP.

Recommendation

Northern Staff and Legal Counsel recommend approval of Amendment No. 1 to Agreement No. A3073 for the Florida DEP FRDAP grant program.

**AMENDMENT NO. 1
TO AGREEMENT NO. A3073
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**

This Amendment to Agreement No. A3073 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Northern Palm Beach County Improvement District, 359 Hiatt Drive, Palm Beach Gardens, FL 33418 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the renovation of nature trails and new landscaping effective August 26, 2022;

WHEREAS, the parties wish to amend the Agreement as set forth herein to replace Attachment 3 Grant Work Plan with Attachment 3-A Revised Grant Work Plan, to clarify this project as having been approved as a "Retroactive Project".

NOW THEREFORE, the parties agree as follows:

- 1) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 2) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Northern Palm Beach County Improvement District

**Florida Department of
Environmental Protection**

By: _____

By: _____
Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-A	Revised Grant Work Plan (3 pages)

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ATTACHMENT 3-A
REVISED GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Abacoa II - Preserve Structures
Grantee Name: Northern Palm Beach County Improvement District
FRDAP Project #A23073

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at Frederick Small Road & Central Boulevard, Jupiter, FL 33458 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2025.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$50,000.00
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$50,000.00
Match Ratio:	100%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<p>TASK 1</p> <p>1.A. Development of Commencement Documentation Checklist (DRP-107)¹.</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p>DELIVERABLE 1</p> <p>The Department will issue “Notice to Commence” upon receipt and approval of:</p> <p>1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p>	<p>180 calendar days after Execution of Agreement²</p>	<p>Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
<p>TASK 2</p> <p>2.A. Development of Primary and Support Project Elements, which includes: Renovation of nature trails and new landscaping.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-111).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2025, which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department’s Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

- Endnotes:**
1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
 2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
 3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Katie Roundtree, Director of Finance & Administration

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development No. 9B – Abacoa II
Consider Notice of Recordation of Notice of Site Designation and Limitation of Use (FRDAP Grant)

Background

In August 2022, the District was awarded a Florida Recreation Development Assistance Program (FRDAP) Grant from the Florida Department of Environmental Protection (DEP) for repair work to some of the preserve structures in the Abacoa Preserves. This is a reimbursable project, as most of the work has been completed. In preparation for the closeout of the project, a Notice of Recordation of Limitation of Use needs to be recorded with the Clerk's office. This document states that the site was improved using funds from a FRDAP grant through the Florida DEP and that the site is dedicated in perpetuum as a recreational facility and open to the public for use.

Fiscal Impact

Grant funds up to \$50,000 will be reimbursed to Northern upon completion and approval by the Florida DEP.

Recommendation

Northern Staff and Legal Counsel recommend approval and recordation of the Notice of Site Designation and Limitation of Use for the preserve property located in the Abacoa Preserves that are subject to the Grant Agreement.

This instrument was prepared by:

Katie Roundtree
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

NOTICE OF SITE DEDICATION AND LIMITATION OF USE

(fee simple ownership by grantee)

Northern Palm Beach County Improvement District, whose mailing address is 359 Hiatt Drive, Palm Beach Gardens, FL 33418

Name of Grantee as Shown on Grant Agreement

Grantee Mailing Address

("grantee") has acquired or developed the real property described in Attachment A, attached hereto and incorporated herein by reference (the "Project Site"), with financial assistance provided by the Florida Recreation Development Assistance Program, in accordance with Chapter 62D-5, F.A.C. Pursuant to Rule 62D-5.059(1), F.A.C., the grantee hereby dedicates the Project Site in perpetuity as an outdoor recreation area for the use and benefit of the general public.

The grantee covenants that the Project Site and any facilities thereon, as set forth in the grant agreement attached hereto and incorporated herein as Attachment B and depicted on the boundary map attached hereto and incorporated as Attachment C, will be open to the public at reasonable times, will be operated in a safe and attractive manner, and the grantee will abide by the requirements of Chapter 62D-5.053-.059, F.A.C., relating to Florida Recreation Development Assistance Program funding for the Project Site. Pursuant to Rule 62D-5.059(3), F.A.C., if the grantee converts any part of the Project Site or facilities thereon acquired or developed with grant assistance to other than a use approved by the State of Florida Department of Environmental Protection, the grantee shall replace the area, facilities, resource, or site at its own expense with a project adjacent to or near the original Project Site that is of comparable or greater scope and quality and acceptable to the State of Florida Department of Environmental Protection.

WITNESSES:

Northern Palm Beach County Improvement District (SEAL)
Name of Grantee as Shown on Grant Agreement

Original Signature

By: _____
Original Signature

Printed Name of Witness

Printed Name

Original Signature

Printed Title

Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as _____, for and on behalf of Northern Palm Beach County Improvement District. He/She is personally known to me or who has produced _____ as identification.

(SEAL)

Signature of Notary Public, State of Florida

Exhibit A

TRACT GW2 OF ABACOA PLAT NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 78,
PAGE 145, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

Exhibit B
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Abacoa II - Preserve Structures Agreement Number: A3073

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Northern Palm Beach County Improvement District Entity Type: a local government
 Grantee Address: 359 Hiatt Drive, Palm Beach Gardens, FL 33418 FEID: 59-1910307 (Grantee)

3. Agreement Begin Date: upon execution Date of Expiration: June 30, 2025

4. Project Number: A23073 Project Location(s): Frederick Small Road & Central Boulevard, Jupiter, FL 33458
(If different from Agreement Number)

Project Description: Renovation of nature trails and new landscaping.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$50,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item No. 1754, GAA, FY 2022-2022	\$50,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$50,000.00

6. Department's Grant Manager Name: <u>Tamika Bass</u> _____ or successor Address: <u>3900 Commonwealth Blvd.</u> <u>MS #585</u> <u>Tallahassee, FL 32399</u> Phone: <u>850-245-2501</u> Email: <u>tamika.bass@floridadep.gov</u>	Grantee's Grant Manager Name: <u>Ms. Katie Roundtree</u> _____ or successor Address: <u>359 Hiatt Drive</u> <u>Palm Beach Gardens, FL 33418</u> Phone: <u>561-624-7830</u> Email: <u>katie@npbcid.org</u>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Northern Palm Beach County Improvement District

GRANTEE

Grantee Name

By **Katie Roundtree**
(Authorized Signature)

Digitally signed by Katie Roundtree
Date: 2022.08.24 11:47:29 -04'00'

8/24/2022

Date Signed

Katie Roundtree, Director of Finance and Administration/Assistant Treasurer

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By **Callie DeHaven**
Secretary or Designee

Digitally signed by Callie DeHaven
Date: 2022.08.26 08:30:42 -04'00'

Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf?sfvrsn=fc1c5555_2
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A3073**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Abacoa II-Preserve Structures. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the “effective date”) and ends on the Project Completion Date. Only authorized Pre-Agreement expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Abacoa II - Preserve Structures
Grantee Name: Northern Palm Beach County Improvement District
FRDAP Project # A23073

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee’s application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a “Notice to Commence” to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms “Project Element” and “Project Task” are used interchangeably to mean an identified facility within the Project.

The Project is located at Frederick Small Road & Central Boulevard, Jupiter, FL 33458 and is considered a “Small Project” pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

This Project has been approved as a “Retroactive Project.” Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

This Project has not been approved as a “Retroactive Project.”

Project Completion: The Project Completion Date for this Agreement is April 30, 2025.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the “Notice to Commence.” All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$50,000.00
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$50,000.00
Match Ratio:	100%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<p>TASK 1</p> <p>1.A. Development of Commencement Documentation Checklist (DRP-107)¹.</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p>DELIVERABLE 1</p> <p>The Department will issue “Notice to Commence” upon receipt and approval of:</p> <p>1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p>	<p>180 calendar days after Execution of Agreement²</p>	<p>Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
<p>TASK 2</p> <p>2.A. Development of Primary and Support Project Elements, which includes: Renovation of nature trails and new landscaping.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-111).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2025, which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department’s Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

- Endnotes:**
1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
 2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
 3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1754 Fixed Capital Outlay Florida Recreation Development Assistance Grants from Land Acquisition Trust Fund	2022-2023	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

Total Award	\$50,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
 8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
 9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
 10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

Exhibit A Land and Water Conservation Fund Program Florida Recreation Development Assistance Program Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- January through April: Due May 5th
- May through August: Due September 5th
- September through December: Due January 5th

LIAISON: _____
Signature

_____ Date



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date:

Grantee

Project Name and Number

Billing Period:

Billing #:

DEP Division:

DEP Program:

Table with 3 columns: Category, Project Costs This Billing, Cumulative Project Costs. Rows include Contractual Services, Grantee Labor, Employee Benefits, Direct Purchases, Grantee Stock, Equipment, Land Value, Indirect Costs, and TOTAL PROJECT COSTS.

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

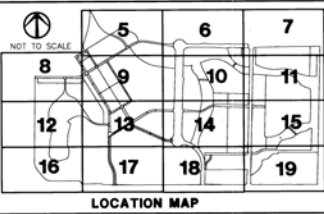
Date

ABACOA PLAT NO. 1

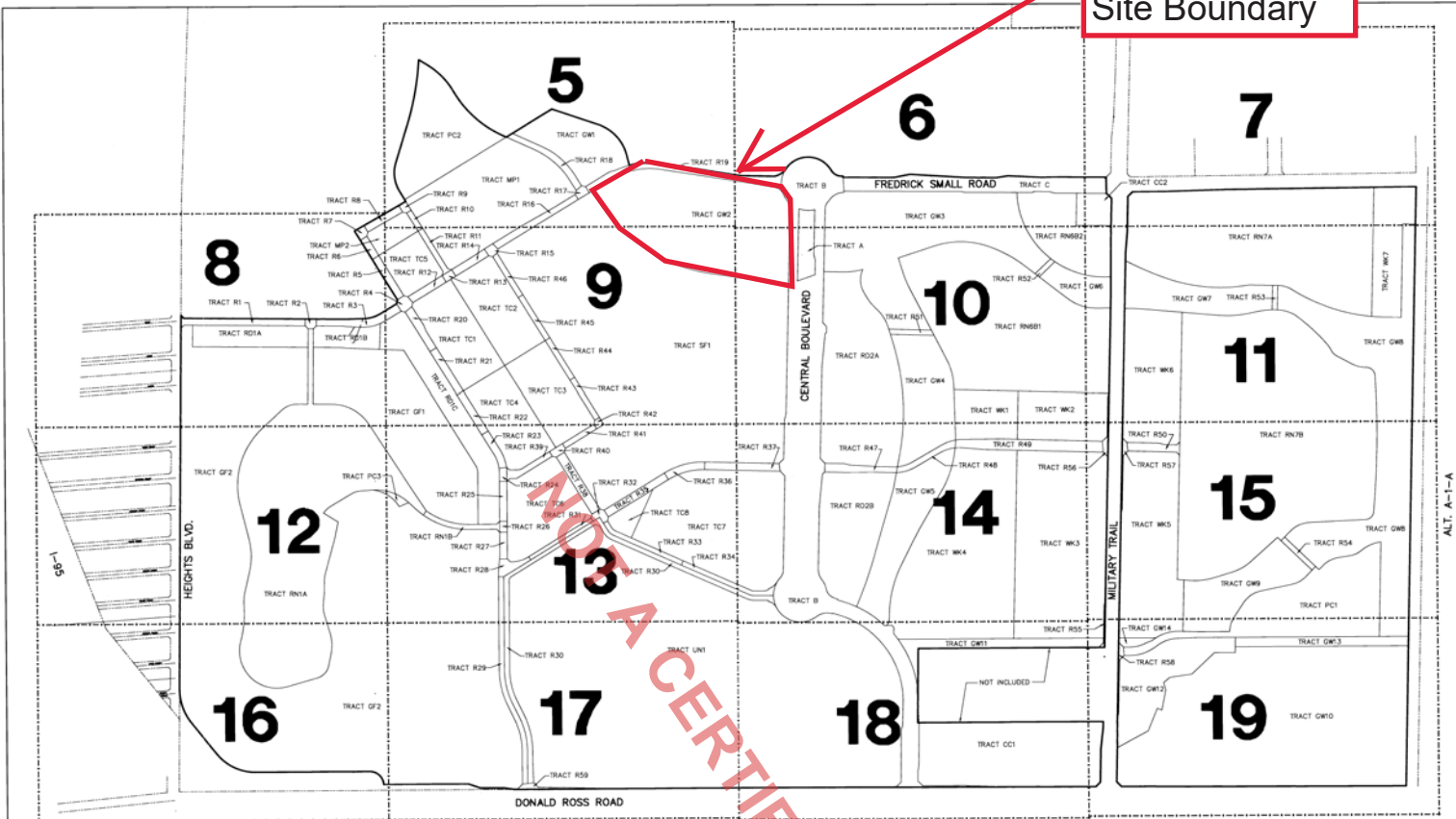
A PORTION OF SECTIONS 13, 14, 23 AND 24, TOWNSHIP 41 SOUTH, RANGE 42 EAST
TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY JAMES E. PARK, P.L.S.
WILLIAMS, HATFIELD & STONER, INC. - ENGINEERS PLANNERS SURVEYORS
1901 SOUTH CONGRESS AVENUE, SUITE 150, BOYNTON BEACH, FLORIDA 33426

SHEET 4 OF 19

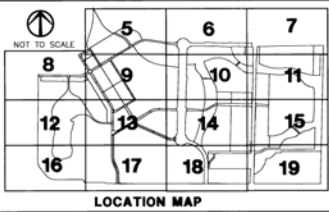


FRDAP Project
Site Boundary



KEY MAP AND LOCATION SKETCH
(FOR SHEET REFERENCE ONLY)
NOT TO SCALE

NOT A CERTIFIED COPY



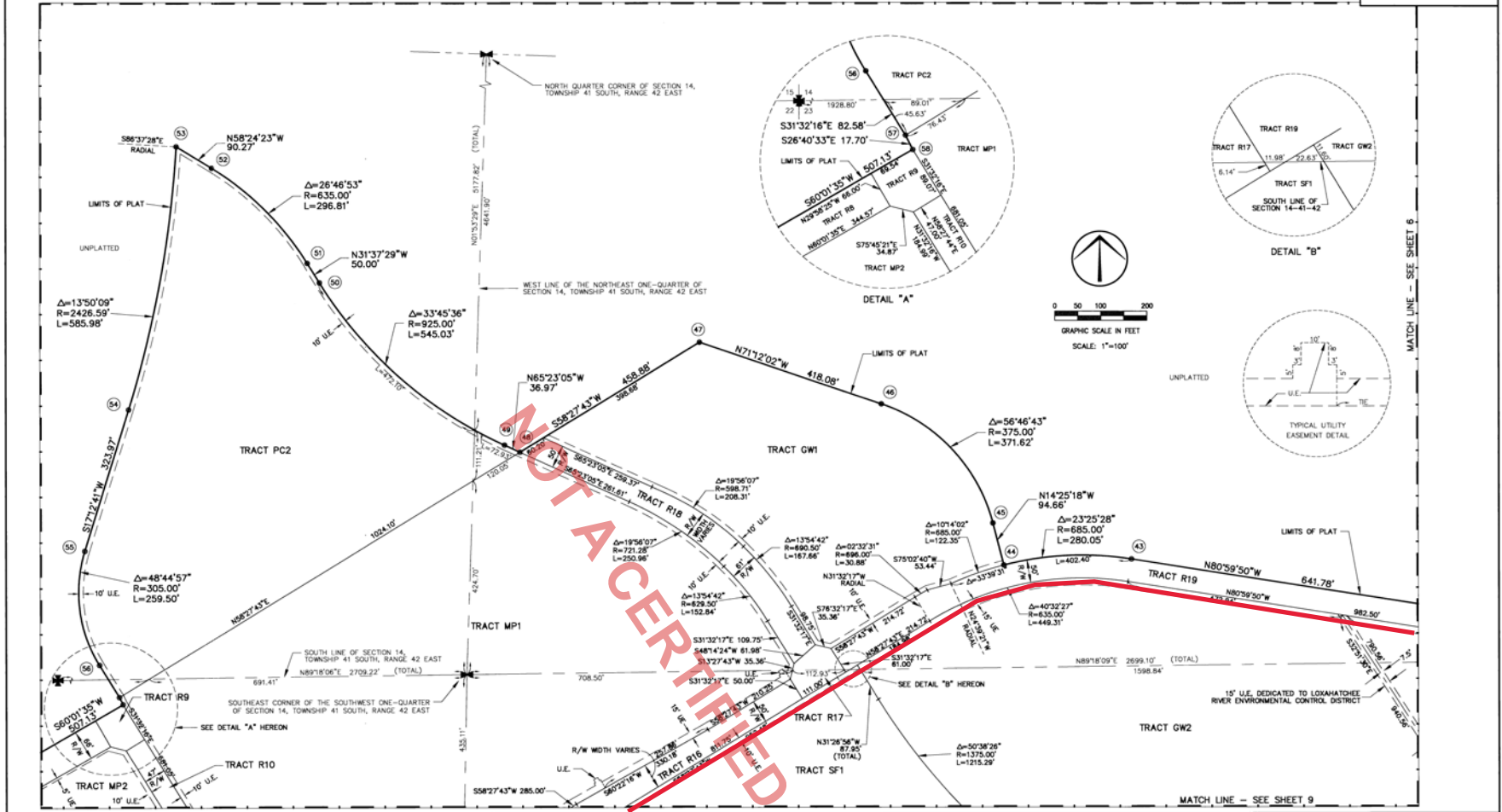
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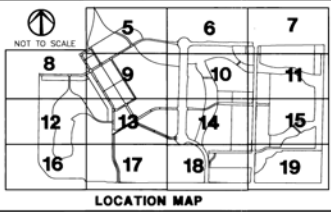
A PORTION OF SECTIONS 13, 14, 23 AND 24, TOWNSHIP 41 SOUTH, RANGE 42 EAST
TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY JAMES E. PARK, P.L.S.
WILLIAMS, HATFIELD & STONER, INC. - ENGINEERS PLANNERS SURVEYORS
1901 SOUTH CONGRESS AVENUE, SUITE 160, BOYNTON BEACH, FLORIDA 33426

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SHEET 5 OF 19





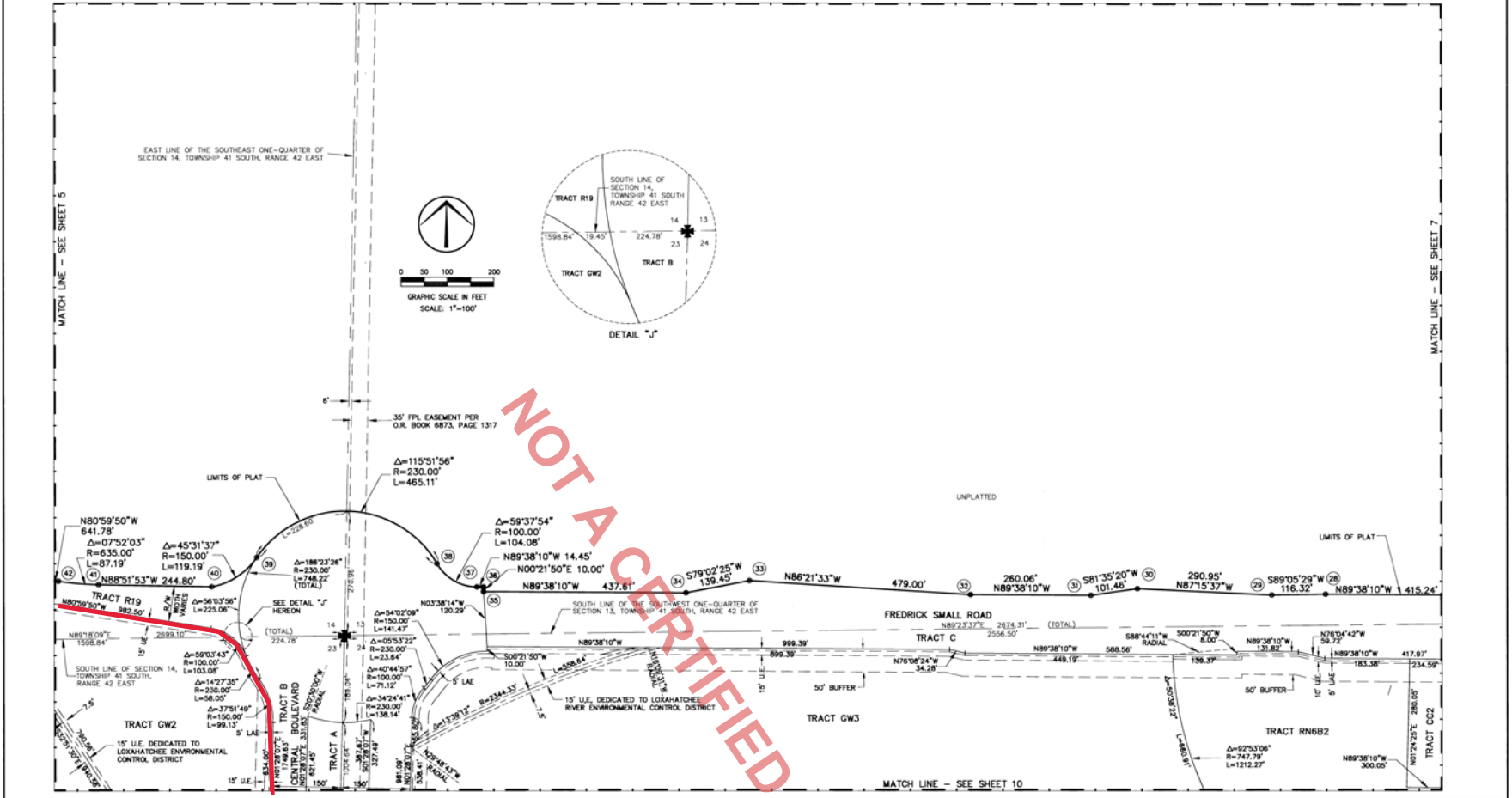
ABACOA PLAT NO. 1

A PORTION OF SECTIONS 13, 14, 23 AND 24, TOWNSHIP 41 SOUTH, RANGE 42 EAST
TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY JAMES E. PARK, P.L.S.
WILLIAMS, HATFIELD & STONER, INC. - ENGINEERS PLANNERS SURVEYORS
1901 SOUTH CONGRESS AVENUE, SUITE 150, BOYNTON BEACH, FLORIDA 33426

150

SHEET 6 OF 19



NOT A CERTIFIED COPY

PREPARED BY AND RETURN TO:
Kenneth W. Edwards, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd, Suite 1200
West Palm Beach, FL 33401

**NOTICE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
ISSUANCE OF PERMIT NO. PER-11-490**

TO ALL INTERESTED PERSONS, PLEASE BE ADVISED THAT NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HAS ISSUED THE ATTACHED PERMIT WHICH PERMIT IS APPLICABLE TO THE FOLLOWING DESCRIBED REAL PROPERTY, NAMELY:

[SEE ATTACHED DESCRIPTION]

Executed this _____ day of _____, 2023.

[SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Susan P. Scheff
Assistant Secretary

By: _____
Matthew J. Boykin, President
Board of Supervisors

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by Matthew J. Boykin, as President, for Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

LEGAL DESCRIPTION

Lot 63, The Island, a part of PGA National, a P.U.D., according to the plat thereof as recorded in Plat Book 59, Page 198, Public Records of Palm Beach County Florida.

Parcel Control Number 52-42-42-09-13-000-0630.



Northern Palm Beach County Improvement District
359 Hiatt Dr., Palm Beach Gardens, FL 33418
Phone: 561-624-7830 Fax: 561-624-7839
GENERAL PERMIT

PERMIT NO. PER 11-490
UNIT OF DEVELOPMENT NO. 11, PGA National
PROJECT NAME: Cignarella Screened Enclosure

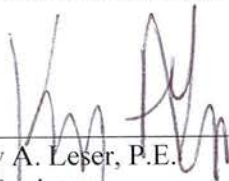
PERMITTEE: Linda Cignarella
74 Cayman Place
Palm Beach Gardens, FL 33418

PROPOSED CONSTRUCTION: Screened Enclosure with Concrete Footer

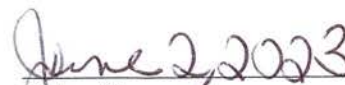
PERMITTED ACTIVITIES: Construction of aluminum screen enclosure including concrete footer that extends to the existing concrete footer. The installation and encroachment of the existing pool, spa, patio and screen enclosure were approved under Northern Permit No. 11-342 issued on April 5, 2007. The current proposed construction will extend the screen enclosure and concrete footer to the existing alignment with an encroachment not to exceed 5.5' into Northern's 10' Water Management Easement located along the west side of the property, identified as E-48 on current facilities map. Easement E-48 was granted to Northern via Quit-Claim Deed as recorded in Official Record Book 5116, Pages 531 through 539 of the Public Records of Palm Beach County, Florida. Work shall be done in accordance with the Permittee's survey submitted on May 17, 2023, approved and on file with this office.

PERMIT DURATION: Upon written notification that the permit review has been completed and all comments have been adequately addressed, the applicant will have 30 days to pay all applicable review and inspection fees, which payment date will be the permit's issuance date. If the permit is not issued within the 30-day payment period, its issuance shall thereupon be cancelled. A signed notice of commencement for the permitted activity must be filed with Northern within 365 days of the permit's issuance date or the permit shall thereupon automatically terminate and a new permit application, as well as payment of new application and review fees, will be required. The notice of commencement should be sent to Northern no sooner than one week prior to commencement.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT



Kimberly A. Leser, P.E.
District Engineer



Date of Issuance

READ AND REVIEW THIS PERMIT IN ITS ENTIRETY. IF YOU HAVE ANY OBJECTION TO THE CONDITIONS OF THIS PERMIT YOU HAVE 15 DAYS FROM THE DATE OF ISSUANCE TO PETITION FOR A CHANGE IN CONTENT. PLEASE NOTE AND USE THE NOC INCLUDED WITH THIS PERMIT.

SEE SPECIAL CONDITIONS ON PAGE 2.

SPECIAL CONDITIONS:

1. **This permit has been issued with the understanding that the HOA and POA have no objection. This permit may be reevaluated if objections occur.**
2. Easement area outside the permitted encroachment area is to remain clear for maintenance purposes.
3. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
4. The Permittee is reminded to submit the Notice of Construction Commencement form to the District 48 hours prior to the start of construction.
5. The Permittee is reminded to submit the District's Notice of Construction Completion form upon project completion.

GENERAL CONDITIONS:

1. In the event Northern is not the fee simple title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees to obtain all necessary consents from the fee simple title owners of the Property prior to commencement of the Permitted Activities.
2. Permittee hereby acknowledges that if this Permit is being issued for a connection to or modification of a Northern facility, the Permitted Activity is being approved by Northern in reliance upon and in accordance with the representations and documents provided by the Permittee. If, however, this Permit is not being issued for a connection to or modification of a Northern facility, this Permit is only intended as a statement of non-objection but in any event the terms and conditions of this Permit shall apply.
3. This Permit does not constitute a waiver of the Permittee's obligation to obtain such other necessary and appropriate permits required by other governmental bodies or agencies. Therefore, prior to commencement, the Permittee is required to obtain and, upon written request, provide to Northern copies of any and all other federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property or implementation of the Permitted Activity by the Permittee.
4. Permittee understands and agrees that the Permitted Activity is subordinate to the rights and interests of Northern and, if applicable, that of the fee simple title owner of the Property. Further, Permittee hereby acknowledges and agrees that the Permittee is not relying upon any representations whatsoever by Northern regarding Northern's right, title, interest, or ownership as to the Property for which this Permit is applicable.
5. Northern specifically reserves the right to install, construct, operate, upgrade, repair, remove, replace and/or maintain existing or future works, devices, and/or improvements on or within its real property interests and the right to enter upon the Property at all times necessary to inspect or implement the terms and conditions of this Permit. Permittee understands that in the exercise of such rights and interest, Northern may require Permittee to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within the specified time set forth in the notice, then in such event Northern shall have the right to enter upon the Property and make such relocation, alteration or removal of the Permittee's facilities, equipment/or other improvements, all of which shall be at the cost of the Permittee.

6. Unless otherwise set forth in the Supplemental Conditions to this Permit, the Permittee agrees to backfill and compact any excavation it makes within the Property and to pay for, repair and/or replace any: (i) affected below-grade facilities and features located therein, including but not limited to: water, sewer, storm water or irrigation facilities, structures or appurtenances and (ii) at grade or above-grade facilities and features, including but not limited to structures, grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to landscaping, irrigation facilities, lighting, striping, signage, curbing, roadway base, subgrade and asphaltic or concrete surfaces) which are removed or damaged as a result of the Permittee's activities. Such repair or replacement shall restore these features to a non-defective equivalent or better condition as existed prior to the event precipitating the repair or replacement.
7. Forty--eight (48) hours prior to a pre-construction meeting, if one is requested by special condition, or 48 hours prior to commencement of the Permitted Activity, notification shall be given by the Permittee in writing to Northern via the Notice of Commencement Form (NOC). The NOC Form can be delivered via E-mail to permits@npbcid.org, via Fax at 561-624-7839 or in person at 359 Hiatt Drive, Palm Beach Gardens, FL 33418. Northern shall establish points of construction, if applicable, which will require inspection prior to construction of the Permitted Activity. When the Permittee considers the Permitted Activity complete, the Permittee shall notify Northern and schedule an on-site final inspection, which shall be held in the presence of a representative of the Permittee and Northern.
8. Implementation of the Permitted Activities shall be carried out in full compliance with those plans and specifications, which were submitted to and approved by Northern. Any deviation from such plans and specifications shall require written approval from the office of Northern prior to implementation. Further, Northern reserves the right to revoke or amend this Permit if, following its issuance, it is determined that the plans and specifications, as previously approved, require modification in order to protect the health, safety or welfare of the public or prevent adverse impacts to property interests of Northern or others.
9. When working in a Northern right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the latest requirements of the Florida Department of Transportation (FDOT) design standards, standard specifications for work zones and Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT).
10. Northern shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to Northern improvements and facilities.
11. Upon completion of the Permitted Activity and after its final inspection and acceptance by Northern, the Permittee shall deliver to Northern's office the Notice of Construction Completion (NOCC), an Engineer's Certification of Completion, (Signed and Sealed) and final "Record Drawings". The "Record Drawings" shall be provided in PDF (Digitally Signed and Sealed) and AutoCAD 2020 or newer formats and shall include additional record information as required by the Special Conditions of the issued Permit such as cross sections, bore logs, etc. Failure to provide the final documentation as requested may result in the revocation, cancellation and termination of this Permit.
12. Roadway pavement replacement shall be carried out in accordance with Northern's "Typical Roadway Pavement Replacement Detail" per the latest edition as contained in Northern's Engineering Standards Manual, drawing No. N-006. If, within one (1) year after the date of Northern's acceptance of any pavement replacement work, such work is found to be defective, the Permittee shall promptly correct such defective work without cost to Northern and in accordance with Northern written instructions. If work is rejected by Northern, the Permittee shall remove it from the site and replace it with non-defective work. If Permittee does not promptly comply with the terms of such Northern instructions, or in an emergency where delay

may cause serious risk of injury, loss or damage, Northern may, if it so elects, have the defective work corrected, or the rejected work removed and replaced, and all of the direct and indirect costs of such removal, replacement or correction, including compensation for additional professional services, shall be the obligation of and paid by the Permittee.

13. If any of the herein Permitted Activities are to be constructed or implemented within an area over which Northern has a real property interest, the Permittee prior to commencement or implementation of the Permitted Activities shall be required to provide to Northern an insurance certificate that complies with the attached "Insurance Coverage" requirements, which Coverage must be maintained until such time as the Permitted Activities have been implemented, constructed, and approved by Northern.
14. Permitted Activities shall be conducted in a competent and professional manner, which does not cause violations of State water quality standards. The Permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction and permanent control measures shall be maintained at all locations where the possibility of transferring suspended solids into the receiving water body exists due to the Permitted Activities. Turbidity barriers shall remain in place at all locations until construction is completed, soils are stabilized, and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in State of Florida Erosion and Sediment Control Designer and Reviewer Manual FDOT and FDEP (July 2013) and the Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual (FDEP July 2008) unless a project specific erosion and sediment control plan is approved as part of the permit. Thereafter the Permittee shall be responsible for the removal of the barriers. The Permittee shall correct any erosion or shoaling arising from the Permitted Activities that causes adverse impacts to water resources.
15. All Permitted Activity related to subaqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in a competent and professional manner so that the primary functional purpose of the canal or waterway facility, specifically flood control, within which the activity is taking place is not adversely affected.
16. The Permittee shall promptly notify Northern in writing of any previously submitted information that is later discovered to be inaccurate.
17. The Permittee shall provide routine maintenance of all of the components of a Permitted Activity. This shall include maintenance of installed surface water management system or installed connection to an existing surface water management system to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law.
18. All underground improvements (utilities, equipment of any nature whatsoever and structures) shall have a minimum cover of thirty (30) inches below profile grade of Northern roadways and minimum cover of Sixty (60) inches below bottom elevation of waterway design section.
19. Unless otherwise approved by Northern all underground facilities shall maintain a minimum clearance of twelve (12) inches, either over or under existing culverts, and, if required by Northern, protected.
20. Any affected Northern works, facilities or improvements shall be left in a non-defective equivalent or better condition as existed before the Permittee's commencement of any Permitted Activity. An inspection of all Northern tracts and rights-of-way located within the Permitted Activity construction area shall be completed by Northern and the Permittee or their representative no later than twenty-four (24) hours before commencement of the Permitted Activity.

21. All Permitted Activity shall be implemented and constructed in a workmanlike manner using best engineering management and construction practices.
22. Trenches within Northern owned roadways shall be backfilled and compacted with 12-inch (max) lifts to 98% per AASHTO T-180 to minimize future settling. Trench-backfill outside Northern road ROW shall consist of 12 inches from pipe crown up compacted to 95% max. dry density per AASHTO T-180 followed by 12-inch (max) lifts compacted to 90% max. dry density per AASHTO T-180.
23. At the request of Northern or its duly authorized representative, the Permittee shall submit copies of density reports performed by an independent certified testing laboratory. Density Reports shall be furnished to Northern prior to final inspection.
24. The finished surface of any excavated area shall be replaced with the same type of material as existed when the work began, such as sod for sod; shell for shell; etc., unless otherwise directed in writing by Northern or shown approved plans.
25. Where existing ground, slopes, shoulders and/or ditches are disturbed, they shall be properly stabilized as directed by Northern or its duly authorized representative. All disturbed areas within Northern tracts or rights of way shall be sodded in a manner that will afford protection against erosion or settling.
26. All pavement crossings made subsequent to final placement of base material and pavement surface, shall be made by jack and bore or by directional bore method as directed by Northern, unless otherwise authorized in the attached special conditions.
27. Northern assumes no liability, obligation or responsibility for the ownership, operation and/or maintenance of the Permittee's facilities or activities as herein Permitted.
28. Permittee shall defend, indemnify and hold Northern and its Board of Supervisor members, officers, personnel, staff and consultants harmless against and from any penalties, fines, claims, losses, damages (including direct, indirect or consequential), expenses, or legal fees (including attorney, legal assistant and appellate) that might derive, arise out of or result from the Permittee's implementation, operation and/or maintenance of the Permitted Activity and/or any acts, omissions, neglect or fault by the Permittee or its agents, officers, employees and invitees involving a failure to comply with the terms, covenants and/or conditions of this Permit or any applicable laws, statutes, ordinances, codes or regulations of any regulatory or governmental entity, agency or authority.
29. If Permittee should violate any of the terms or conditions of the Permit and not correct or remedy same within ten (10) business days following receipt of written notice of said violation from Northern, then in such event, Northern may, at its option, revoke, cancel and terminate this Permit.
30. This Permit shall automatically terminate and be of no further force and effect if commencement of the Permitted Activity has not occurred within 365 days from the issuance date of this Permit.
31. This Permit may not be conveyed, transferred, or assigned by the Permittee other than in its entirety and only following the prior written approval of Northern. If any of the works which are the subject of the Permitted Activities are properly conveyed, assigned, transferred, gifted to any third party or operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be subject to and obligated to comply with all provisions of this Permit.

32. This Permit shall continue in perpetuity unless it otherwise expires or is terminated as herein provided, but in no event is it to be deemed a vested right of the Permittee.
33. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover all of its costs and expenses, including reasonable attorney's fees and costs, provided nothing herein shall be deemed or construed as a waiver by Northern of its sovereign immunity rights and privileges except as otherwise authorized by F.S. 768.28.
34. This Permit may be terminated or modified if the Permitted Activities are located within an area over which Northern has a real property interest and Northern's real property interest is subsequently conveyed to another entity.
35. The Conditions set forth herein shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement, or modification of a Permitted Activity.
36. Implementation of the Permitted Activity by the Permittee and/or its agents or contractors, shall be deemed an acceptance by the Permittee of all terms, conditions and understandings set forth in the Permit.
37. In case of tropical weather (Tropical Storm or Hurricane) job site should be maintained so that it is free of all loose debris, trash or construction materials that might be blown into Northern's water management systems.
38. The applicant is advised that should the cost of inspection surpass the collected fees for inspection of the project, the applicant will be required to pay the difference. Any funds remaining once the project is certified and the permit is closed will be reimbursed.

NPDES CONDITIONS

1. If the Permitted Activity requires obtaining an NPDES Permit, then the Permittee shall be required to provide a copy of the NPDES Permit Coverage to Northern prior to commencement of the subject Permitted Activity. A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared as required by the FDEP permit and shall be available for review at the site.
2. The Permittee shall be required to: (a) implement a maintenance program for the Permitted Activities, (b) carry out an annual inspection of the Permitted Activities.
3. If any act of negligence, omission or commission by the Permittee or third-party operator should adversely affect Northern's obligations under Northern's NPDES Permit, then the Permittee within forty-eight hours following receipt of written notice by Northern of such act shall promptly cease or rectify same otherwise this Permit shall be immediately suspended until such time as reinstated by Northern in writing.
4. If, following receipt of a Northern written notice of violation of the above NPDES Conditions, the Permittee should fail to remedy same within ten business days from the date of receipt of said notice, Northern shall have the right but not the obligation to initiate such remedial activity as Northern deems necessary and appropriate. Any and all costs so incurred by Northern shall be paid by the Permittee to Northern within ten business days following receipt of a Northern invoice for same and if not paid Northern may thereafter revoke this Permit without further notice or hearing and proceed to take all such legal actions as it deems necessary and appropriate to collect from the Permittee such costs, including any attorney's fees or costs incurred in such collection activity.

EXHIBIT "A"
INSURANCE REQUIREMENTS

Below is shown the MINIMUM acceptable insurance to be carried under this Agreement:

I. Commercial General Liability:

- (A) Bodily Injury Limit:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- Property Damage Limit:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- (B) or a Combined Single Limit of Bodily Injury and Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- (C) The Commercial General Liability shall include Contractual Liability.

II. Comprehensive Automobile Liability:

- (A) Bodily Injury Limit:
 - \$ 500,000 Each Person
 - \$1,000,000 Each Occurrence
- Property Damage Limit:
 - \$ 500,000 Each Person
- (B) or a Combined Single Limit of Bodily Injury and Property Damage Liability:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Occurrence

III. Workers Compensation and Employers Liability:

- Statutory Limits
 - \$100,000 Each Accident
 - \$500,000 Disease-Policy Limit
 - \$100,000 Disease-Each Employee

IV. Umbrella Excess Liability Insurance:

- (A) \$1,000,000 Each Occurrence
- \$1,000,000 Annual Aggregate
- (B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

V. Notice of Cancellation:

The Insurance afforded above may not be terminated or reduced unless (30) thirty days prior written notice of such termination or reduction is mailed to Northern (unless terminated for non-payment in which event ten (10) days notice is required).

VI. Insurance Certificate:

Northern Palm Beach County Improvement District shall be listed as an additional insured for the above Commercial and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Northern Palm Beach County Improvement District prior to commencement of construction of the permitted works.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Kimberly A. Leser, P.E., District Engineer

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development No. 11 – PGA National
Consider Temporary License Agreement
Avenue of the Masters Milling & Resurfacing Project

Background

Northern is conducting work within the Avenue of the Masters Right of Way (ROW), deeded to Northern per Official Records Book 4380, Page 1776. In order to construct the improvements, Northern's contractor will need to stage equipment within PGA Property Owners Association (POA) property adjacent to the Avenue of the Masters ROW. The attached Temporary License Agreement authorizes this activity. The agreement was prepared by Northern's General Counsel and provides the necessary authorization from the PGA POA.

Fiscal Impact

There are no fiscal impacts associated with this item.

Recommendation

The District Engineer and General Counsel recommend approval of the Temporary License Agreement.

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (the "Agreement") shall be effective as of the _____ day of _____, 2023 (the "Effective Date"), and is being made and entered into by and between PGA Property Owners Association Inc. a Florida not-for-profit corporation, whose address is 7100 Fairway Drive, Suite 29, Palm Beach Gardens, Florida 33418, (hereinafter referred to as the "Licensor") and Northern Palm Beach Improvement District, an independent special district of the State of Florida, whose address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as the "Licensee").

In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee agree as follows:

SECTION 1. GRANT OF LICENSE. The Licensor does hereby grant to Licensee, including its authorized employees, consultants, contractors, subcontractors and materialmen, as to that real property generally described in attached Exhibit "A" (the "Property"), the right of reasonable ingress and egress over and upon the Property for ingress and egress of (a) personnel and vehicles; construction vehicles and equipment which may include but are not limited to bobcat tractors, gradalls (excavators), loaders, milling machines, broom tractors, water trucks, rollers and paving machines, and (b) supplies and materials, any or all of which may be temporarily stored or parked upon the Property during day and night time hours, including weekends.

SECTION 2. TERM. The term of this Agreement shall begin as of its Effective Date and automatically terminate 90 days after said Effective Date.

SECTION 3. PAYMENTS. The Licensor shall not charge and the Licensee shall not be obligated to pay a usage or service fee or charge to the Licensor for use of the Property as herein authorized.

SECTION 4. INDEMNITY. This Agreement is, and shall at all times remain, subject to the Licensee's obligation and agreement to indemnify and hold harmless Licensor from and against monetary losses, damages, costs and expenses, including related reasonable attorneys' fees, paralegals' fees and court costs, that arise in tort and out of personal injury or death or damage to or loss of property resulting from the negligence of the Licensee or its employees, while acting within their office or employment in the use of, or presence on the easement property and the rights conferred hereunder to the extent the Licensee may do so without waiver of its sovereign immunity from liability as afforded to a sovereign entity under applicable law, including the monetary dollar limitations afforded by Section 768.28, Florida Statutes.

SECTION 5. INSURANCE. Prior to the exercise or usage of the rights granted by this Agreement, the Licensee's contractor shall have provided a Certificate of Insurance reflecting comprehensive general liability insurance in an amount of no less than \$ 1,000,000.00, which coverage must be maintained at all times during which the Licensee's contractor is involved in construction activity on behalf of the Licensee involving the Property.

SECTION 6. REPAIR AND RESTORATION. If an existing physical improvement located in, over, under or upon the Property is damaged as a result of the Licensee's usage or exercise of the rights herein granted to it, then in that event the Licensee shall be obligated to timely repair and restore the damaged physical improvement in a proper and competent manner to a condition substantially similar to that which existed prior to such damage. This obligation of the Licensee to repair and restore damaged existing physical improvements in, over, under or upon the Property shall continue throughout the term of this Agreement and for a period of sixty (60) calendar days thereafter during which the Licensor shall have the right to inspect and notify the Licensee in writing of any damage that the Licensor believes was caused as a result of the Licensee's usage of the Property. Upon receipt of such notice, the Licensee shall have thirty (30) calendar days within which to repair the damage or provide written notice to the Licensor of its denial of responsibility.

SECTION 7. MISCELLANEOUS PROVISIONS.

(A) Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, facsimile or telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international), to the addresses reflected above.

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing (via facsimile or U.S. mail) to the other party within thirty (30) days of the change.

(B) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

(C) Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

(D) Assignment. This Agreement may not be assigned without the prior written consent of all parties to this Agreement, provided such consent may not be unreasonably withheld.

(E) Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

(F) Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

(G) Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

(H) Attorney Fees. It is hereby understood and agreed that in the event any lawsuit in any judicial system, including federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own fees and costs, including legal, exparte and/or appellate fees and costs.

(I) Waiver. The waiver by either party hereto of any right granted herein shall not be deemed to be a waiver of any other right granted herein, and the same shall not be deemed a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

(J) Construction. The parties acknowledge that each has shared equally in the drafting and construction of this Agreement and accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

(K) Counterparts. This Agreement may be executed in one or more counterparts and via facsimile, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(L) Amendments. This Agreement may be amended or modified anytime and in all respects by an instrument in writing executed by all of the parties to this Agreement.

(M) Effective Date. This Agreement shall be effective as of the last date that it is signed by all parties hereto.

Executed by Licensor this 20 day of June, 2023.

(SEAL)

ATTEST:

By: *Na George*
Secretary

PGA Property Owners Association Inc. a
Florida not-for-profit corporation

By: *[Signature]*
Print: Myron "Mike" Engelsner
Title: 20 JUNE 2023

(Balance of Page Intentionally Left Blank)

Executed by Licensee this _____ day of _____, 20____.

(SEAL)

Northern Palm Beach County
Improvement District

ATTEST:

By: _____

Print: _____

By: _____
Susan P. Scheff, Assistant Secretary

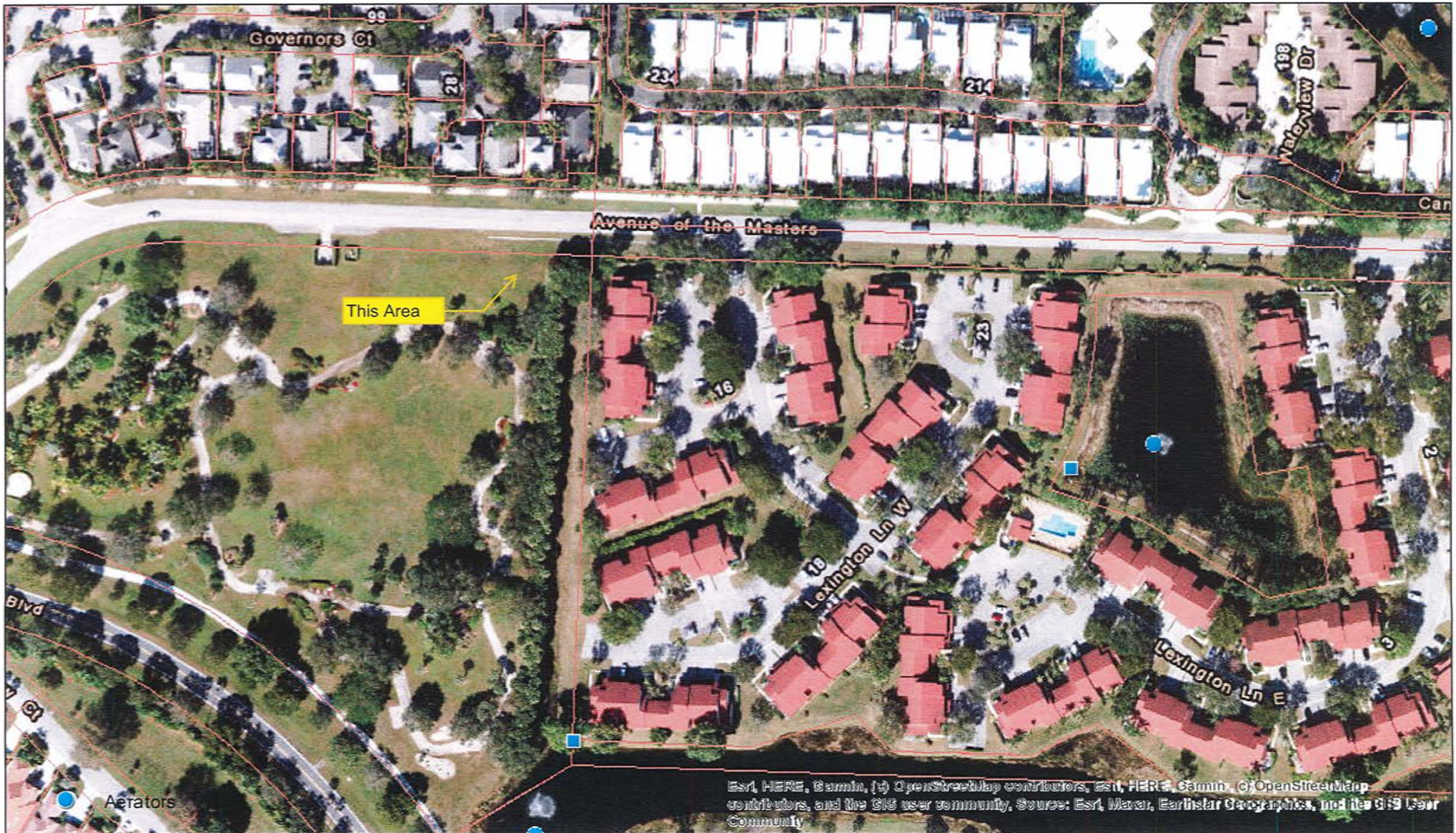
Title: _____

EXHIBIT "A"

Grassed Areas owned by the PGA POA adjacent to the Avenue of the Masters right of way and as described in ORB 9622 PG 875 and ORB 10087 PG 383 in the Public Records of Palm Beach County, Florida.

Ave. of Masters-M&R-Staging-1

Date: 6/15/2023



-  Aerators
-  Aerator Control Panels

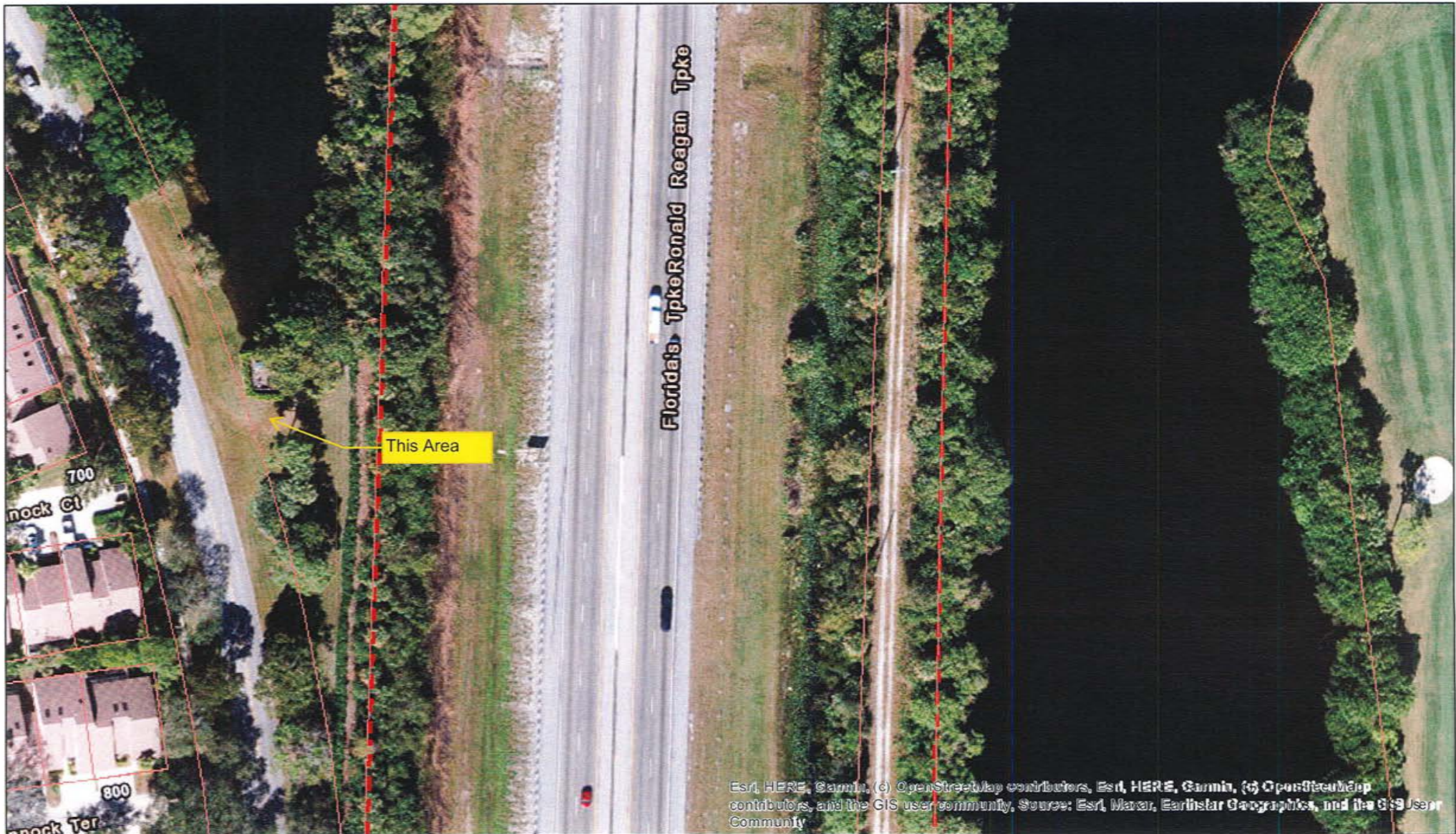
Parcels

 Unit Boundaries



Ave. of Masters-M&R-Staging-2

Date: 6/15/2023



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Parcels

Unit Boundaries



PREPARED BY AND RETURN TO:
Kenneth W. Edwards, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd, Suite 1200
West Palm Beach, FL 33401

**NOTICE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
ISSUANCE OF PERMIT NO. PER-18-226**

TO ALL INTERESTED PERSONS, PLEASE BE ADVISED THAT NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HAS ISSUED THE ATTACHED PERMIT WHICH PERMIT IS APPLICABLE TO THE FOLLOWING DESCRIBED REAL PROPERTY, NAMELY:

[SEE ATTACHED DESCRIPTION]

Executed this _____ day of _____, 2023.

[SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Susan P. Scheff
Assistant Secretary

By: _____
Matthew J. Boykin, President
Board of Supervisors

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by Matthew J. Boykin, as President, for Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

LEGAL DESCRIPTION

Lot 3, Ibis Golf and Country Club Plat No. 21, according to the Plat thereof as recorded in Plat Book 81, Page 8, Public Records of Palm Beach County Florida.

Parcel Control Number 74-41-42-25-06-000-0030.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, FL 33418
Phone: 561-624-7830 Fax: 561-624-7839
GENERAL PERMIT

PERMIT NO. PER 18-226
UNIT OF DEVELOPMENT NO. 18, Ibis Golf and Country Club
PROJECT NAME: Loveys Irrigation Conversion

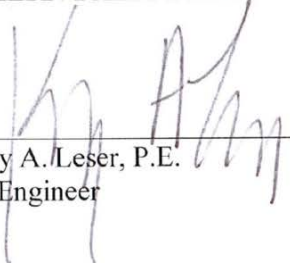
PERMITTEE: Ralph Loveys
7451 Blue Heron Way
West Palm Beach, FL 33412

PROPOSED CONSTRUCTION: Convert irrigation system from city water to lake water

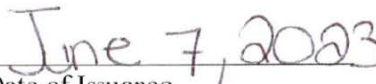
PERMITTED ACTIVITIES: Irrigation intake line encroachment into Lake 21C (aka T-50) with installation of a 1.5 HP pump and approximately 100 feet of 1.5” SCH 40 pipe to serve 7451 Blue Heron Way. Lake 21C was granted to NPBCID via Special Warranty Deed as recorded in Official Records Book 9983, Pages 633 through 649 of the Public Records of Palm Beach County, Florida. All irrigation work shall be completed in accordance with sketches provided by Precision Landscaping dated March 23, 2023, approved and on file with this office. Irrigation intake lines 2” and above may require an additional permit from SFWMD which is the responsibility of the Permittee.

PERMIT DURATION: Upon written notification that the permit review has been completed and all comments have been adequately addressed, the applicant will have 30 days to pay all applicable review and inspection fees, which payment date will be the permit’s issuance date. If the permit is not issued within the 30-day payment period, its issuance shall thereupon be cancelled. A signed notice of commencement for the permitted activity must be filed with Northern within 365 days of the permit’s issuance date or the permit shall thereupon automatically terminate and a new permit application, as well as payment of new application and review fees, will be required. The notice of commencement should be sent to Northern no sooner than one week prior to commencement.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT



Kimberly A. Leser, P.E.
District Engineer



Date of Issuance

READ AND REVIEW THIS PERMIT IN ITS ENTIRETY. IF YOU HAVE ANY OBJECTION TO THE CONDITIONS OF THIS PERMIT YOU HAVE 15 DAYS FROM THE DATE OF ISSUANCE TO PETITION FOR A CHANGE IN CONTENT. PLEASE NOTE AND USE THE NOTICE OF CONSTRUCTION COMMENCEMENT INCLUDED WITH THIS PERMIT.

SEE SPECIAL CONDITIONS ON PAGE 2

SPECIAL CONDITIONS:

1. **This permit has been issued with the understanding that the HOA and POA have no objection. This permit may be reevaluated if objections occur.**
2. All local, state and federal permits are the responsibility of the Permittee.
3. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
4. The Permittee is reminded to submit the Notice of Construction Commencement form to the District 48 hours prior to the start of construction.
5. The Permittee shall fully restore any disturbed work areas to original or better condition including any landscaping and/or lake bank restoration.
6. All irrigation piping within the lake banks must be located underground. Northern will not be responsible for damage caused by vehicles or other maintenance activities.
7. No pumps or electric lines are to be located within NPBCID tracts or easements.
8. Irrigation contractor shall minimize impacts on littoral planting in lake during installation.
9. Permittee is advised that approved aquatic herbicides are applied to Northern-owned lakes throughout the year. Withdrawal from Northern's lakes shall be at the risk to the Permittee without recourse to Northern Palm Beach County Improvement District.
10. Northern Palm Beach County Improvement District does not guarantee water supply as lake levels fluctuate with seasons and rainfall.
11. All maintenance including any obstructions to suction line to be performed by the Permittee. Northern assumes no maintenance responsibility in perpetuity.
12. The Permittee is reminded to submit the District's Notice of Construction Completion form upon project completion.

GENERAL CONDITIONS:

1. In the event Northern is not the fee simple title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees to obtain all necessary consents from the fee simple title owners of the Property prior to commencement of the Permitted Activities.
2. Permittee hereby acknowledges that if this Permit is being issued for a connection to or modification of a Northern facility, the Permitted Activity is being approved by Northern in reliance upon and in accordance with the representations and documents provided by the Permittee. If, however, this Permit is not being issued for a connection to or modification of a Northern facility, this Permit is only intended as a statement of non-objection but in any event the terms and conditions of this Permit shall apply.
3. This Permit does not constitute a waiver of the Permittee's obligation to obtain such other necessary and appropriate permits required by other governmental bodies or agencies. Therefore, prior to commencement, the Permittee is required to obtain and, upon written request, provide to Northern copies of any and all other federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property or implementation of the Permitted Activity by the Permittee.
4. Permittee understands and agrees that the Permitted Activity is subordinate to the rights and interests of Northern and, if applicable, that of the fee simple title owner of the Property. Further, Permittee hereby acknowledges and agrees that the Permittee is not relying upon any representations whatsoever by Northern regarding Northern's right, title, interest, or ownership as to the Property for which this Permit is applicable.

5. Northern specifically reserves the right to install, construct, operate, upgrade, repair, remove, replace and/or maintain existing or future works, devices, and/or improvements on or within its real property interests and the right to enter upon the Property at all times necessary to inspect or implement the terms and conditions of this Permit. Permittee understands that in the exercise of such rights and interest, Northern may require Permittee to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit the specified time set forth in the notice, then in such event Northern shall have the right to enter upon the Property and make such relocation, alteration or removal of the Permittee's facilities, equipment/or other improvements, all of which shall be at the cost of the Permittee.
6. Unless otherwise set forth in the Supplemental Conditions to this Permit, the Permittee agrees to backfill and compact any excavation it makes within the Property and to pay for, repair and/or replace any: (i) affected below-grade facilities and features located therein, including but not limited to: water, sewer, storm water or irrigation facilities, structures or appurtenances and (ii) at grade or above-grade facilities and features, including but not limited to structures, grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to landscaping, irrigation facilities, lighting, striping, signage, curbing, roadway base, subgrade and asphaltic or concrete surfaces) which are removed or damaged as a result of the Permittee's activities. Such repair or replacement shall restore these features to a non-defective equivalent or better condition as existed prior to the event precipitating the repair or replacement.
7. Forty-eight (48) hours prior to a pre-construction meeting, if one is requested by special condition, or 48 hours prior to commencement of the Permitted Activity, notification shall be given by the Permittee in writing to Northern via the Notice of Commencement Form (NOC). The NOC Form can be delivered via email to permits@npbcid.org, via fax at 561-624-7839 or in person at 359 Hiatt Drive, Palm Beach Gardens, FL, 33418. Northern shall establish points of construction, if applicable, which will require inspection prior to construction of the Permitted Activity. When the Permittee considers the Permitted Activity complete, the Permittee shall notify Northern and schedule an on-site final inspection, which shall be held in the presence of a representative of the Permittee and Northern.
8. Implementation of the Permitted Activities shall be carried out in full compliance with those plans and specifications, which were submitted to and approved by Northern. Any deviation from such plans and specifications shall require written approval from the office of Northern prior to implementation. Further, Northern reserves the right to revoke or amend this Permit following its issuance, it is determined that the plans and specifications, as previously approved, require modification in order to protect the health, safety or welfare of the public or prevent adverse impacts to property interests of Northern or others.
9. When working in a Northern right-of-way, not more than one-half (½) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the latest requirements of the Florida Department of Transportation (FDOT) design standards, standard specifications for work zones and Temporary Traffic Control (TTC) Maintenance of Traffic (MOT).
10. Northern shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to Northern improvements and facilities.
11. Upon completion of the Permitted Activity and after its final inspection and acceptance by Northern, the Permittee shall deliver to Northern's office the Notice of Construction Completion (NOCC), an Engineer's Certification of Completion, (Signed and Sealed) and final "Record Drawings". The "Record

Drawings” shall be provided in PDF (Digitally Signed and Sealed) and AutoCAD 2020 or newer formats and shall include additional record information as required by the Special Conditions of the issued Permit such as cross sections, bore logs, etc. Failure to provide the final documentation as requested may result in the revocation, cancellation and termination of this Permit.

12. Roadway pavement replacement shall be carried out in accordance with Northern's "Typical Roadway Pavement Replacement Detail" per the latest edition as contained in Northern's Engineering Standards Manual, drawing No. N-006. If, within one (1) year after the date of Northern's acceptance of any pavement replacement work, such work is found to be defective, the Permittee shall promptly correct such defective work without cost to Northern and in accordance with Northern written instructions. If work is rejected by Northern, the Permittee shall remove it from the site and replace it with non-defective work. If Permittee does not promptly comply with the terms of such Northern instructions, or in an emergency where delay may cause serious risk of injury, loss or damage, Northern may, if it so elects, have the defective work corrected, or the rejected work removed and replaced, and all of the direct and indirect costs of such removal, replacement or correction, including compensation for additional professional services, shall be the obligation of and paid by the Permittee.
13. If any of the herein Permitted Activities are to be constructed or implemented within an area over which Northern has a real property interest, the Permittee prior to commencement or implementation of the Permitted Activities shall be required to provide to Northern an insurance certificate that complies with the attached "Insurance Coverage" requirements, which Coverage must be maintained until such time as the Permitted Activities have been implemented, constructed, and approved by Northern.
14. Permitted Activities shall be conducted in a competent and professional manner, which does not cause violations of State water quality standards. The Permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction and permanent control measures shall be maintained at all locations where the possibility of transferring suspended solids into the receiving water body exists due to the Permitted Activities. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in State of Florida Erosion and Sediment and Sedimentation Control Designer and Reviewer Manual FDOT and FDEP (July 2013) and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (FDEP July 2008) unless a project specific erosion and sediment control plan is approved as part of the permit. Thereafter the Permittee shall be responsible for the removal of the barriers. The Permittee shall correct any erosion or shoaling arising from the Permitted Activities that causes adverse impacts to water resources.
15. All Permitted Activity related to subaqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in a competent and professional manner so that the primary functional purpose of the canal or waterway facility, specifically flood control, within which the activity is taking place is not adversely affected.
16. The Permittee shall promptly notify Northern in writing of any previously submitted information that is later discovered to be inaccurate.
17. The Permittee shall provide routine maintenance of all of the components of a Permitted Activity. This shall include maintenance of installed surface water management system or installed connection to an existing surface water management system to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law.

18. All underground improvements (utilities, equipment of any nature whatsoever and structures) shall have a minimum cover of thirty (30) inches below profile grade of Northern roadways and minimum cover of sixty (60) inches below bottom elevation of waterway design section.
19. Unless otherwise approved by Northern all underground facilities shall maintain a minimum clearance of twelve (12) inches, either over or under existing culverts, and, if required by Northern, protected.
20. Any affected Northern works, facilities or improvements shall be left in a non-defective equivalent or better condition as existed before the Permittee's commencement of any Permitted Activity. An inspection of all Northern tracts and rights-of-way located within the Permitted Activity construction area shall be completed by Northern and the Permittee or their representative no later than twenty-four (24) hours before commencement of the Permitted Activity.
21. All Permitted Activity shall be implemented and constructed in a workmanlike manner using best engineering management and construction practices.
22. Trenches within Northern owned roadways shall be backfilled and compacted with 12-inch (max) lifts to 98% per AASHTO T-180 to minimize future settling. Trench-backfill outside Northern road right-of-way shall consist of 12-inches from pipe crown up compacted to 95% maximum dry density per AASHTO T-180 followed by 12-inch (max) lifts compacted to 90% max. dry density per AASHTO T-180.
23. At the request of Northern or its duly authorized representative, the Permittee shall submit copies of density reports performed by an independent certified testing laboratory. Density Reports shall be furnished to Northern prior to final inspection.
24. The finished surface of any excavated area shall be replaced with the same type material as existed when the work began, such as sod for sod; shell for shell; etc., unless otherwise directed in writing by Northern or shown approved plans.
25. Where existing ground, slopes, shoulders and/or ditches are disturbed, they shall be properly stabilized as directed by Northern or its duly authorized representative. All disturbed areas within Northern tracts or rights of way shall be sodded in a manner that will afford protection against erosion or settling.
26. All pavement crossings made subsequent to final placement of base material and pavement surface, shall be made by jack and bore or by directional bore method as directed by Northern, unless otherwise authorized in the attached special conditions.
27. Northern assumes no liability, obligation or responsibility for the ownership, operation and/or maintenance of the Permittee's facilities or activities as herein Permitted.
28. Permittee shall defend, indemnify and hold Northern and its Board of Supervisor members, officers, personnel, staff and consultants harmless against and from any penalties, fines, claims, losses, damages (including direct, indirect or consequential), expenses, or legal fees (including attorney, legal assistant and appellate) that might derive, arise out of or result from the Permittee's implementation, operation and/or maintenance of the Permitted Activity and/or any acts, omissions, neglect or fault by the Permittee or its agents, officers, employees and invitees involving a failure to comply with the terms, covenants and/or conditions of this Permit or any applicable laws, statutes, ordinances, codes or regulations of any regulatory or governmental entity, agency or authority.

29. If Permittee should violate any of the terms or conditions of the Permit and not correct or remedy same within ten (10) business days following receipt of written notice of said violation from Northern, then in such event, Northern may, at its option, revoke, cancel and terminate this Permit.
30. This Permit shall automatically terminate and be of no further force and effect if commencement of the Permitted Activity has not occurred within 365 days from the issuance date of this Permit.
31. This Permit may not be conveyed, transferred or assigned by the Permittee other than in its entirety and only following the prior written approval of Northern. If any of the works which are the subject of the Permitted Activities are properly conveyed, assigned, transferred, gifted to any third party or operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be subject to and obligated to comply with all provisions of this Permit.
32. This Permit shall continue in perpetuity unless it otherwise expires or is terminated as herein provided, but in no event is it to be deemed a vested right of the Permittee.
33. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover all of its costs and expenses, including reasonable attorney's fees and costs, provided nothing herein shall be deemed or construed as a waiver by Northern of its sovereign immunity rights and privileges except as otherwise authorized by F.S. 768.28.
34. This Permit may be terminated or modified if the Permitted Activities are located within an area over which Northern has a real property interest and Northern's real property interest is subsequently conveyed to another entity.
35. The Conditions set forth herein shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of a Permitted Activity.
36. Implementation of the Permitted Activity by the Permittee and/or its agents or contractors, shall be deemed an acceptance by the Permittee of all terms, conditions and understandings set forth in the Permit.
37. In case of tropical weather (Tropical Storm or Hurricane) job site should be maintained so that it is free of all loose debris, trash or construction materials that might be blown into Northern's water management systems.
38. The applicant is advised that should the cost of inspection surpass the collected fees for inspection of the project, the applicant will be required to pay the difference. Any funds remaining once the project is certified and the permit is closed will be reimbursed.

NPDES CONDITIONS

1. If the Permitted Activity of the Permittee requires the obtaining of an NPDES Permit, then the Permittee shall be required to provide a copy of the NPDES Permit Coverage to Northern prior to commencement of the subject Permitted Activity. A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared as required by the FDEP permit and shall be available for review at the site
2. The Permittee shall be required to: (a) implement a maintenance program for the Permitted Activities, (b) carry out an annual inspection of the Permitted Activities.
3. If any act of negligence, omission or commission by the Permittee or third-party operator should adversely affect Northern's obligations under Northern's NPDES Permit, then the Permittee within forty-eight hours following receipt of written notice by Northern of such act shall promptly cease or rectify same otherwise this Permit shall be immediately suspended until such time as reinstated by Northern in writing.
4. If, following receipt of a Northern written notice of violation of the above NPDES Conditions, the Permittee should fail to remedy same within ten business days from the date of receipt of said notice, Northern shall have the right but not the obligation to initiate such remedial activity as Northern deems necessary and appropriate. Any and all costs so incurred by Northern shall be paid by the Permittee to Northern within ten business days following receipt of a Northern invoice for same and if not paid, Northern may thereafter revoke this Permit without further notice or hearing, and proceed to take all such legal actions as it deems necessary and appropriate to collect from the Permittee such costs, including any attorney's fees or costs incurred in such collection activity.

EXHIBIT "A"
INSURANCE REQUIREMENTS

Below is shown the MINIMUM acceptable insurance to be carried under this Agreement:

I. Commercial General Liability:

- (A) Bodily Injury Limit:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- Property Damage Limit:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- (B) or a Combined Single Limit of Bodily Injury and Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- (C) The Commercial General Liability shall include Contractual Liability.

II. Comprehensive Automobile Liability:

- (A) Bodily Injury Limit:
 - \$ 500,000 Each Person
 - \$1,000,000 Each Occurrence
- Property Damage Limit:
 - \$ 500,000 Each Person
- (B) or a Combined Single Limit of Bodily Injury and Property Damage Liability:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Occurrence

III. Workers Compensation and Employers Liability:

- Statutory Limits
 - \$100,000 Each Accident
 - \$500,000 Disease-Policy Limit
 - \$100,000 Disease-Each Employee

IV. Umbrella Excess Liability Insurance:

- (A) \$1,000,000 Each Occurrence
- \$1,000,000 Annual Aggregate
- (B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

V. Notice of Cancellation:

The Insurance afforded above may not be terminated or reduced unless (30) thirty days prior written notice of such termination or reduction is mailed to Northern (unless terminated for non-payment in which event ten (10) days notice is required).

VI. Insurance Certificate:

Northern Palm Beach County Improvement District shall be listed as an additional insured for the above Commercial and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Northern Palm Beach County Improvement District prior to commencement of construction of the permitted works.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development No. 44 – The Bear’s Club
Consider Ratification of Purchase Order No. 23-743 to Straight Ahead Construction
Remotely Operated Vehicle (ROV) Inspection of Lake Interconnects

Background

Northern Palm Beach County Improvement District is responsible for maintaining the surface water management system within Unit 44, The Bear’s Club. Inspection of the lake interconnect culverts is a routine process and was included in the 2022/2023 fiscal year budget. A significant number of the lake interconnect culverts are located within the golf course at The Bear’s Club community. Representatives from Northern were informed by The Bear’s Club POA that the golf course would be closed for maintenance activities during the month of June and it would provide an excellent opportunity for Northern’s contractor to perform the inspection activities with minimal interference. In an effort to take advantage of this timing, quotes were solicited from three of Northern’s contractors for the proposed work. Attached is Purchase Order No. 23-743 to Straight Ahead Construction, which provided the low quote in the amount of \$29,995.38. Straight Ahead Construction has satisfactorily completed similar projects in the past for Northern.

Fiscal Impact

Sufficient maintenance funds are available for this expenditure within the 2022/2023 budget.

Recommendation

Northern Staff recommends Board ratification of the referenced Purchase Order No. 23-743 to Straight Ahead Construction in the amount of \$29,995.38.

BID FORM
Bears Club Pipe Inspections
Unit # 44

Striaght Ahead Const

Industrial Divers Corp

UESI

Item	Description	Unit	QTY.
1	ROV inspections	44	1
2			
3			
4			
5			
6			
7			
8			
9			
10			

Unit Cost	Item Cost
	\$29,995.38
	-
	-
	-
	-
	-
	-
	-
	-
	-

Unit Cost	Item Cost
	No BID
	-
	-
	-
	-
	-
	-
	-
	-
	-

Unit Cost	Item Cost
	No BID
	-
	-
	-
	-
	-
	-
	-
	-
	-

Total Bid Price

\$29,995.38

NO BID

No BID



Northern Palm Beach County
Improvement District

Purchase Order
No.

23-743

Purchase Order

Vendor :2083

Straight Ahead Construction

, Inc.
17800 SW 75th Avenue
Palmetto Bay, FL 33157

Phone - / Fax -

Billing and Shipping Address

359 Hiatt Drive
Palm Beach Gardens, FL 33418
(561) 624-7830 Ext
Fax (561) 624-7839

Document Information

Document Date 05/31/2023
Required Date 06/10/2023
Prepared By Greg Sale

Workflow ID 07
Status Board 2 Documents
Description ROV inspection of lake interconnects in Bears Club

Change Order 0

Project No
Invoice to Y
follow

Comments : For board ratification- scheduling now due to course closure and good access

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	4401	54613	ROV inspection of lake interconnects in Bears Club	29,995.38	29,995.38

Total : \$29,995.38

Approval Information

SUSAN P. SCHEFF Board 06/07/2023 11:16 AM
CLIFFORD D. BEAT Executive Director 06/07/2023 11:14 AM
KATHLEEN E. ROUN Finance Director 06/01/2023 10:27 AM
LAURA L. HAM Budget Manager 05/31/2023 10:56 AM
Kimberly A. Leser District Engineer 05/31/2023 10:33 AM
KENNITH R. ROUN Department Manager 05/31/2023 10:06 AM
Greg Sale Requester 05/31/2023 9:19 AM
Greg Sale Requester 05/31/2023 7:54 AM

This Purchase Order Authorizes the purchase of the items or services in the quantities and the amounts specified above by the purchaser identified above on the presentation of proper identification at time of purchase.

The Purchase Order number must appear on billing invoices and packages and billing of the purchase must be submitted to the address shown above.

NPBCID is exempt from payment of State sales tax under Exemption 85-8012560376C-1 Exp. 5-31-23.

Annual Contracts-Work shall be completed in accordance with existing Agreement between Northern and Vendor listed herein. Payment shall be in accordance with said agreement, attached scope and budget. Payment for work shall not exceed the herein authorized fee without an approved written change to this Purchase Order.

PREPARED BY AND RETURN TO:
Kenneth W. Edwards, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd, Suite 1200
West Palm Beach, FL 33401

**NOTICE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
ISSUANCE OF PERMIT NO. PER-53-037**

TO ALL INTERESTED PERSONS, PLEASE BE ADVISED THAT NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HAS ISSUED THE ATTACHED PERMIT WHICH PERMIT IS APPLICABLE TO THE FOLLOWING DESCRIBED REAL PROPERTY, NAMELY:

[SEE ATTACHED DESCRIPTION]

Executed this _____ day of _____, 2023.

[SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Susan P. Scheff
Assistant Secretary

By: _____
Matthew J. Boykin, President
Board of Supervisors

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by Matthew J. Boykin, as President, for Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

LEGAL DESCRIPTION

Lot 167, Arden P.U.D. Pod E South, according to the plat thereof as recorded in Plat Book 130, Page 32, Public Records of Palm Beach County Florida.

Parcel Control Number 00-40-43-33-02-000-1670.



Northern Palm Beach County Improvement District
 359 Hiatt Dr., Palm Beach Gardens, FL 33418
 Phone: 561-624-7830 Fax: 561-624-7839
GENERAL PERMIT

PERMIT NO. PER 53-037
UNIT OF DEVELOPMENT NO. 53, Arden
PROJECT NAME: Hamilton Fence

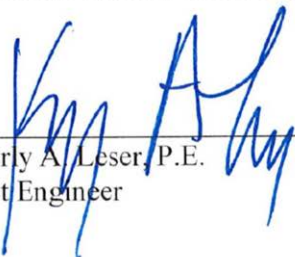
PERMITTEE: Mark Hamilton
 941 Hookline Circle
 Loxahatchee, FL 33470

PROPOSED CONSTRUCTION: Fence Installation at 941 Hookline Circle (Lot 167)

PERMITTED ACTIVITIES: Installation of 5' high black rail fence with three 5' wide gates. Installation will encroach no more than 5' into Northern's 30' Water Management Easement identified as E-28 on current facilities map and GIS records. A portion of E-28 was dedicated to Northern on Arden P.U.D. Pod E North as recorded in Plat Book 122, Pages 152 through 155 with the remainder of E-28 dedicated (and Lot 167 identified) on Arden P.U.D. Pod E South as recorded in Plat Book 130, Pages 32 through 47 of the Public Records of Palm Beach County, Florida. Work shall be done in accordance with survey/sketch submitted by Permittee, approved and on file with this office.

PERMIT DURATION: Upon written notification that the permit review has been completed and all comments have been adequately addressed, the applicant will have 30 days to pay all applicable review and inspection fees, which payment date will be the permit's issuance date. If the permit is not issued within the 30-day payment period, its issuance shall thereupon be cancelled. A signed notice of commencement for the permitted activity must be filed with Northern within 365 days of the permit's issuance date or the permit shall thereupon automatically terminate and a new permit application, as well as payment of new application and review fees, will be required. The notice of commencement should be sent to Northern no sooner than one week prior to commencement.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT



 Kimberly A. Leser, P.E.
 District Engineer

June 6, 2023
 Date of Issuance

READ AND REVIEW THIS PERMIT IN ITS ENTIRETY. IF YOU HAVE ANY OBJECTION TO THE CONDITIONS OF THIS PERMIT YOU HAVE 15 DAYS FROM THE DATE OF ISSUANCE TO PETITION FOR A CHANGE IN CONTENT. PLEASE NOTE AND USE THE NOC INCLUDED WITH THIS PERMIT.

SEE SPECIAL CONDITIONS ON PAGE 2.

SPECIAL CONDITIONS:

1. **Any Arden HOA requirements must be fulfilled by Permittee.**
2. Easement area outside the permitted encroachment area is to remain clear for maintenance purposes.
3. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
4. Permit is issued with the understanding that the Permittee will remove the fence in the event Northern needs to access the area for maintenance and/or repairs.
5. No landscaping shall be installed within the easement.
6. Encroachment to be no more than 5' into the water management easement.
7. This permit will be recorded in the Public Records of Palm Beach County.
8. The Permittee is reminded to submit the Notice of Construction Commencement form to the District 48 hours prior to the start of construction.
9. The Permittee is reminded to submit the District's Notice of Construction Completion form upon project completion.

GENERAL CONDITIONS:

1. In the event Northern is not the fee simple title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees to obtain all necessary consents from the fee simple title owners of the Property prior to commencement of the Permitted Activities.
2. Permittee hereby acknowledges that if this Permit is being issued for a connection to or modification of a Northern facility, the Permitted Activity is being approved by Northern in reliance upon and in accordance with the representations and documents provided by the Permittee. If, however, this Permit is not being issued for a connection to or modification of a Northern facility, this Permit is only intended as a statement of non-objection but in any event the terms and conditions of this Permit shall apply.
3. This Permit does not constitute a waiver of the Permittee's obligation to obtain such other necessary and appropriate permits required by other governmental bodies or agencies. Therefore, prior to commencement, the Permittee is required to obtain and, upon written request, provide to Northern copies of any and all other federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property or implementation of the Permitted Activity by the Permittee.
4. Permittee understands and agrees that the Permitted Activity is subordinate to the rights and interests of Northern and, if applicable, that of the fee simple title owner of the Property. Further, Permittee hereby acknowledges and agrees that the Permittee is not relying upon any representations whatsoever by Northern regarding Northern's right, title, interest, or ownership as to the Property for which this Permit is applicable.

5. Northern specifically reserves the right to install, construct, operate, upgrade, repair, remove, replace and/or maintain existing or future works, devices, and/or improvements on or within its real property interests and the right to enter upon the Property at all times necessary to inspect or implement the terms and conditions of this Permit. Permittee understands that in the exercise of such rights and interest, Northern may require Permittee to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within the specified time set forth in the notice, then in such event Northern shall have the right to enter upon the Property and make such relocation, alteration or removal of the Permittee's facilities, equipment/or other improvements, all of which shall be at the cost of the Permittee.
6. Unless otherwise set forth in the Supplemental Conditions to this Permit, the Permittee agrees to backfill and compact any excavation it makes within the Property and to pay for, repair and/or replace any: (i) affected below-grade facilities and features located therein, including but not limited to: water, sewer, storm water or irrigation facilities, structures or appurtenances and (ii) at grade or above-grade facilities and features, including but not limited to structures, grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to landscaping, irrigation facilities, lighting, striping, signage, curbing, roadway base, subgrade and asphaltic or concrete surfaces) which are removed or damaged as a result of the Permittee's activities. Such repair or replacement shall restore these features to a non-defective equivalent or better condition as existed prior to the event precipitating the repair or replacement.
7. Forty--eight (48) hours prior to a pre-construction meeting, if one is requested by special condition, or 48 hours prior to commencement of the Permitted Activity, notification shall be given by the Permittee in writing to Northern via the Notice of Commencement Form (NOC). The NOC Form can be delivered via E-mail to permits@npbcid.org, via Fax at 561-624-7839 or in person at 359 Hiatt Drive, Palm Beach Gardens, FL 33418. Northern shall establish points of construction, if applicable, which will require inspection prior to construction of the Permitted Activity. When the Permittee considers the Permitted Activity complete, the Permittee shall notify Northern and schedule an on-site final inspection, which shall be held in the presence of a representative of the Permittee and Northern.
8. Implementation of the Permitted Activities shall be carried out in full compliance with those plans and specifications, which were submitted to and approved by Northern. Any deviation from such plans and specifications shall require written approval from the office of Northern prior to implementation. Further, Northern reserves the right to revoke or amend this Permit if, following its issuance, it is determined that the plans and specifications, as previously approved, require modification in order to protect the health, safety or welfare of the public or prevent adverse impacts to property interests of Northern or others.
9. When working in a Northern right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the latest requirements of the Florida Department of Transportation (FDOT) design standards, standard specifications for work zones and Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT).
10. Northern shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to Northern improvements and facilities.
11. Upon completion of the Permitted Activity and after its final inspection and acceptance by Northern, the Permittee shall deliver to Northern's office the Notice of Construction Completion (NOCC), an Engineer's Certification of Completion, (Signed and Sealed) and final "Record Drawings". The "Record Drawings" shall be provided in PDF (Digitally Signed and Sealed) and AutoCAD 2020 or newer formats and shall

include additional record information as required by the Special Conditions of the issued Permit such as cross sections, bore logs, etc. Failure to provide the final documentation as requested may result in the revocation, cancellation and termination of this Permit.

12. Roadway pavement replacement shall be carried out in accordance with Northern's "Typical Roadway Pavement Replacement Detail" per the latest edition as contained in Northern's Engineering Standards Manual, drawing No. N-006. If, within one (1) year after the date of Northern's acceptance of any pavement replacement work, such work is found to be defective, the Permittee shall promptly correct such defective work without cost to Northern and in accordance with Northern written instructions. If work is rejected by Northern, the Permittee shall remove it from the site and replace it with non-defective work. If Permittee does not promptly comply with the terms of such Northern instructions, or in an emergency where delay may cause serious risk of injury, loss or damage, Northern may, if it so elects, have the defective work corrected, or the rejected work removed and replaced, and all of the direct and indirect costs of such removal, replacement or correction, including compensation for additional professional services, shall be the obligation of and paid by the Permittee.
13. If any of the herein Permitted Activities are to be constructed or implemented within an area over which Northern has a real property interest, the Permittee prior to commencement or implementation of the Permitted Activities shall be required to provide to Northern an insurance certificate that complies with the attached "Insurance Coverage" requirements, which Coverage must be maintained until such time as the Permitted Activities have been implemented, constructed, and approved by Northern.
14. Permitted Activities shall be conducted in a competent and professional manner, which does not cause violations of State water quality standards. The Permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction and permanent control measures shall be maintained at all locations where the possibility of transferring suspended solids into the receiving water body exists due to the Permitted Activities. Turbidity barriers shall remain in place at all locations until construction is completed, soils are stabilized, and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in State of Florida Erosion and Sediment Control Designer and Reviewer Manual FDOT and FDEP (July 2013) and the Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual (FDEP July 2008) unless a project specific erosion and sediment control plan is approved as part of the permit. Thereafter the Permittee shall be responsible for the removal of the barriers. The Permittee shall correct any erosion or shoaling arising from the Permitted Activities that causes adverse impacts to water resources.
15. All Permitted Activity related to subaqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in a competent and professional manner so that the primary functional purpose of the canal or waterway facility, specifically flood control, within which the activity is taking place is not adversely affected.
16. The Permittee shall promptly notify Northern in writing of any previously submitted information that is later discovered to be inaccurate.
17. The Permittee shall provide routine maintenance of all of the components of a Permitted Activity. This shall include maintenance of installed surface water management system or installed connection to an existing surface water management system to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law.

18. All underground improvements (utilities, equipment of any nature whatsoever and structures) shall have a minimum cover of thirty (30) inches below profile grade of Northern roadways and minimum cover of Sixty (60) inches below bottom elevation of waterway design section.
19. Unless otherwise approved by Northern all underground facilities shall maintain a minimum clearance of twelve (12) inches, either over or under existing culverts, and, if required by Northern, protected.
20. Any affected Northern works, facilities or improvements shall be left in a non-defective equivalent or better condition as existed before the Permittee's commencement of any Permitted Activity. An inspection of all Northern tracts and rights-of-way located within the Permitted Activity construction area shall be completed by Northern and the Permittee or their representative no later than twenty-four (24) hours before commencement of the Permitted Activity.
21. All Permitted Activity shall be implemented and constructed in a workmanlike manner using best engineering management and construction practices.
22. Trenches within Northern owned roadways shall be backfilled and compacted with 12-inch (max) lifts to 98% per AASHTO T-180 to minimize future settling. Trench-backfill outside Northern road ROW shall consist of 12 inches from pipe crown up compacted to 95% max. dry density per AASHTO T-180 followed by 12-inch (max) lifts compacted to 90% max. dry density per AASHTO T-180.
23. At the request of Northern or its duly authorized representative, the Permittee shall submit copies of density reports performed by an independent certified testing laboratory. Density Reports shall be furnished to Northern prior to final inspection.
24. The finished surface of any excavated area shall be replaced with the same type of material as existed when the work began, such as sod for sod; shell for shell; etc., unless otherwise directed in writing by Northern or shown approved plans.
25. Where existing ground, slopes, shoulders and/or ditches are disturbed, they shall be properly stabilized as directed by Northern or its duly authorized representative. All disturbed areas within Northern tracts or rights of way shall be sodded in a manner that will afford protection against erosion or settling.
26. All pavement crossings made subsequent to final placement of base material and pavement surface, shall be made by jack and bore or by directional bore method as directed by Northern, unless otherwise authorized in the attached special conditions.
27. Northern assumes no liability, obligation or responsibility for the ownership, operation and/or maintenance of the Permittee's facilities or activities as herein Permitted.
28. Permittee shall defend, indemnify and hold Northern and its Board of Supervisor members, officers, personnel, staff and consultants harmless against and from any penalties, fines, claims, losses, damages (including direct, indirect or consequential), expenses, or legal fees (including attorney, legal assistant and appellate) that might derive, arise out of or result from the Permittee's implementation, operation and/or maintenance of the Permitted Activity and/or any acts, omissions, neglect or fault by the Permittee or its agents, officers, employees and invitees involving a failure to comply with the terms, covenants and/or conditions of this Permit or any applicable laws, statutes, ordinances, codes or regulations of any regulatory or governmental entity, agency or authority.

29. If Permittee should violate any of the terms or conditions of the Permit and not correct or remedy same within ten (10) business days following receipt of written notice of said violation from Northern, then in such event, Northern may, at its option, revoke, cancel and terminate this Permit.
30. This Permit shall automatically terminate and be of no further force and effect if commencement of the Permitted Activity has not occurred within 365 days from the issuance date of this Permit.
31. This Permit may not be conveyed, transferred, or assigned by the Permittee other than in its entirety and only following the prior written approval of Northern. If any of the works which are the subject of the Permitted Activities are properly conveyed, assigned, transferred, gifted to any third party or operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be subject to and obligated to comply with all provisions of this Permit.
32. This Permit shall continue in perpetuity unless it otherwise expires or is terminated as herein provided, but in no event is it to be deemed a vested right of the Permittee.
33. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover all of its costs and expenses, including reasonable attorney's fees and costs, provided nothing herein shall be deemed or construed as a waiver by Northern of its sovereign immunity rights and privileges except as otherwise authorized by F.S. 768.28.
34. This Permit may be terminated or modified if the Permitted Activities are located within an area over which Northern has a real property interest and Northern's real property interest is subsequently conveyed to another entity.
35. The Conditions set forth herein shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement, or modification of a Permitted Activity.
36. Implementation of the Permitted Activity by the Permittee and/or its agents or contractors, shall be deemed an acceptance by the Permittee of all terms, conditions and understandings set forth in the Permit.
37. In case of tropical weather (Tropical Storm or Hurricane) job site should be maintained so that it is free of all loose debris, trash or construction materials that might be blown into Northern's water management systems.
38. The applicant is advised that should the cost of inspection surpass the collected fees for inspection of the project, the applicant will be required to pay the difference. Any funds remaining once the project is certified and the permit is closed will be reimbursed.

NPDES CONDITIONS

1. If the Permitted Activity requires obtaining an NPDES Permit, then the Permittee shall be required to provide a copy of the NPDES Permit Coverage to Northern prior to commencement of the subject Permitted Activity. A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared as required by the FDEP permit and shall be available for review at the site.
2. The Permittee shall be required to: (a) implement a maintenance program for the Permitted Activities, (b) carry out an annual inspection of the Permitted Activities.
3. If any act of negligence, omission or commission by the Permittee or third-party operator should adversely affect Northern's obligations under Northern's NPDES Permit, then the Permittee within forty-eight hours following receipt of written notice by Northern of such act shall promptly cease or rectify same otherwise this Permit shall be immediately suspended until such time as reinstated by Northern in writing.
4. If, following receipt of a Northern written notice of violation of the above NPDES Conditions, the Permittee should fail to remedy same within ten business days from the date of receipt of said notice, Northern shall have the right but not the obligation to initiate such remedial activity as Northern deems necessary and appropriate. Any and all costs so incurred by Northern shall be paid by the Permittee to Northern within ten business days following receipt of a Northern invoice for same and if not paid Northern may thereafter revoke this Permit without further notice or hearing and proceed to take all such legal actions as it deems necessary and appropriate to collect from the Permittee such costs, including any attorney's fees or costs incurred in such collection activity.

EXHIBIT "A"
INSURANCE REQUIREMENTS

Below is shown the MINIMUM acceptable insurance to be carried under this Agreement:

I. Commercial General Liability:

- (A) Bodily Injury Limit:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- Property Damage Limit:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- (B) or a Combined Single Limit of Bodily Injury and Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- (C) The Commercial General Liability shall include Contractual Liability.

II. Comprehensive Automobile Liability:

- (A) Bodily Injury Limit:
 - \$ 500,000 Each Person
 - \$1,000,000 Each Occurrence
- Property Damage Limit:
 - \$ 500,000 Each Person
- (B) or a Combined Single Limit of Bodily Injury and Property Damage Liability:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Occurrence

III. Workers Compensation and Employers Liability:

- Statutory Limits
 - \$100,000 Each Accident
 - \$500,000 Disease-Policy Limit
 - \$100,000 Disease-Each Employee

IV. Umbrella Excess Liability Insurance:

- (A) \$1,000,000 Each Occurrence
- \$1,000,000 Annual Aggregate
- (B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

V. Notice of Cancellation:

The Insurance afforded above may not be terminated or reduced unless (30) thirty days prior written notice of such termination or reduction is mailed to Northern (unless terminated for non-payment in which event ten (10) days notice is required).

VI. Insurance Certificate:

Northern Palm Beach County Improvement District shall be listed as an additional insured for the above Commercial and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Northern Palm Beach County Improvement District prior to commencement of construction of the permitted works.

PREPARED BY AND RETURN TO:
Kenneth W. Edwards, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd, Suite 1200
West Palm Beach, FL 33401

**NOTICE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
ISSUANCE OF PERMIT NO. PER-53-038**

TO ALL INTERESTED PERSONS, PLEASE BE ADVISED THAT NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HAS ISSUED THE ATTACHED PERMIT WHICH PERMIT IS APPLICABLE TO THE FOLLOWING DESCRIBED REAL PROPERTY, NAMELY:

[SEE ATTACHED DESCRIPTION]

Executed this _____ day of _____, 2023.

[SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Susan P. Scheff
Assistant Secretary

By: _____
Matthew J. Boykin, President
Board of Supervisors

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by Matthew J. Boykin, as President, for Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

LEGAL DESCRIPTION

Lot 32, Arden P.U.D. Pod E North, according to the plat thereof as recorded in Plat Book 122, Page 152, Public Records of Palm Beach County Florida.

Parcel Control Number 00-40-43-27-02-000-0320.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, FL 33418
Phone: 561-624-7830 Fax: 561-624-7839
GENERAL PERMIT

PERMIT NO. PER 53-038
UNIT OF DEVELOPMENT NO. 53, Arden
PROJECT NAME: Munoz Pool Barrier Fence

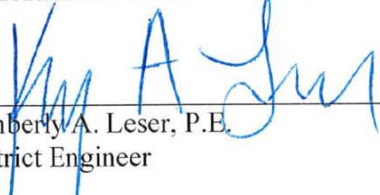
PERMITTEE: Hector Munoz
946 Hookline Circle
Loxahatchee, FL 33470

PROPOSED CONSTRUCTION: Fence Installation at 946 Hookline Circle (Lot 32)

PERMITTED ACTIVITIES: Installation of 5' aluminum pool barrier fence with three gates. Installation will encroach no more than 5' into Northern's 30' Water Management Easement identified as E-27 on current facilities map and GIS records. A portion of E-27 was dedicated to Northern (and Lot 32 identified) on Arden P.U.D. Pod E North as recorded in Plat Book 122, Pages 152 through 155 with the remainder of E-27 dedicated on Arden P.U.D. Pod E South as recorded in Plat Book 130, Pages 32 through 47 of the Public Records of Palm Beach County, Florida. Work shall be done in accordance with survey/sketch submitted by Permittee, approved and on file with this office.

PERMIT DURATION: Upon written notification that the permit review has been completed and all comments have been adequately addressed, the applicant will have 30 days to pay all applicable review and inspection fees, which payment date will be the permit's issuance date. If the permit is not issued within the 30-day payment period, its issuance shall thereupon be cancelled. A signed notice of commencement for the permitted activity must be filed with Northern within 365 days of the permit's issuance date or the permit shall thereupon automatically terminate and a new permit application, as well as payment of new application and review fees, will be required. The notice of commencement should be sent to Northern no sooner than one week prior to commencement.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT



Kimberly A. Leser, P.E.
District Engineer



Date of Issuance

READ AND REVIEW THIS PERMIT IN ITS ENTIRETY. IF YOU HAVE ANY OBJECTION TO THE CONDITIONS OF THIS PERMIT YOU HAVE 15 DAYS FROM THE DATE OF ISSUANCE TO PETITION FOR A CHANGE IN CONTENT. PLEASE NOTE AND USE THE NOTICE OF CONSTRUCTION COMMENCEMENT INCLUDED WITH THIS PERMIT.

SEE SPECIAL CONDITIONS ON PAGE 2

SPECIAL CONDITIONS:

1. **Any Arden HOA requirements must be fulfilled by Permittee.**
2. Easement area outside the permitted encroachment area is to remain clear for maintenance purposes.
3. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
4. Permit is issued with the understanding that the Permittee will remove the fence in the event Northern needs to access the area for maintenance and/or repairs.
5. No landscaping shall be installed within the easement.
6. Encroachment to be no more than 5' into the water management easement.
7. This permit will be recorded in the Public Records of Palm Beach County.
8. The Permittee is reminded to submit the Notice of Construction Commencement form to the District 48 hours prior to the start of construction.
9. The Permittee is reminded to submit the District's Notice of Construction Completion form upon project completion.

GENERAL CONDITIONS:

1. In the event Northern is not the fee simple title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees to obtain all necessary consents from the fee simple title owners of the Property prior to commencement of the Permitted Activities.
2. Permittee hereby acknowledges that if this Permit is being issued for a connection to or modification of a Northern facility, the Permitted Activity is being approved by Northern in reliance upon and in accordance with the representations and documents provided by the Permittee. If, however, this Permit is not being issued for a connection to or modification of a Northern facility, this Permit is only intended as a statement of non-objection but in any event the terms and conditions of this Permit shall apply.
3. This Permit does not constitute a waiver of the Permittee's obligation to obtain such other necessary and appropriate permits required by other governmental bodies or agencies. Therefore, prior to commencement, the Permittee is required to obtain and, upon written request, provide to Northern copies of any and all other federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property or implementation of the Permitted Activity by the Permittee.
4. Permittee understands and agrees that the Permitted Activity is subordinate to the rights and interests of Northern and, if applicable, that of the fee simple title owner of the Property. Further, Permittee hereby acknowledges and agrees that the Permittee is not relying upon any representations whatsoever by Northern regarding Northern's right, title, interest, or ownership as to the Property for which this Permit is applicable.

5. Northern specifically reserves the right to install, construct, operate, upgrade, repair, remove, replace and/or maintain existing or future works, devices, and/or improvements on or within its real property interests and the right to enter upon the Property at all times necessary to inspect or implement the terms and conditions of this Permit. Permittee understands that in the exercise of such rights and interest, Northern may require Permittee to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit the specified time set forth in the notice, then in such event Northern shall have the right to enter upon the Property and make such relocation, alteration or removal of the Permittee's facilities, equipment/or other improvements, all of which shall be at the cost of the Permittee.
6. Unless otherwise set forth in the Supplemental Conditions to this Permit, the Permittee agrees to backfill and compact any excavation it makes within the Property and to pay for, repair and/or replace any: (i) affected below-grade facilities and features located therein, including but not limited to: water, sewer, storm water or irrigation facilities, structures or appurtenances and (ii) at grade or above-grade facilities and features, including but not limited to structures, grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to landscaping, irrigation facilities, lighting, striping, signage, curbing, roadway base, subgrade and asphaltic or concrete surfaces) which are removed or damaged as a result of the Permittee's activities. Such repair or replacement shall restore these features to a non-defective equivalent or better condition as existed prior to the event precipitating the repair or replacement.
7. Forty-eight (48) hours prior to a pre-construction meeting, if one is requested by special condition, or 48 hours prior to commencement of the Permitted Activity, notification shall be given by the Permittee in writing to Northern via the Notice of Commencement Form (NOC). The NOC Form can be delivered via email to permits@npbcid.org, via fax at 561-624-7839 or in person at 359 Hiatt Drive, Palm Beach Gardens, FL, 33418. Northern shall establish points of construction, if applicable, which will require inspection prior to construction of the Permitted Activity. When the Permittee considers the Permitted Activity complete, the Permittee shall notify Northern and schedule an on-site final inspection, which shall be held in the presence of a representative of the Permittee and Northern.
8. Implementation of the Permitted Activities shall be carried out in full compliance with those plans and specifications, which were submitted to and approved by Northern. Any deviation from such plans and specifications shall require written approval from the office of Northern prior to implementation. Further, Northern reserves the right to revoke or amend this Permit following its issuance, it is determined that the plans and specifications, as previously approved, require modification in order to protect the health, safety or welfare of the public or prevent adverse impacts to property interests of Northern or others.
9. When working in a Northern right-of-way, not more than one-half (½) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the latest requirements of the Florida Department of Transportation (FDOT) design standards, standard specifications for work zones and Temporary Traffic Control (TTC) Maintenance of Traffic (MOT).
10. Northern shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to Northern improvements and facilities.
11. Upon completion of the Permitted Activity and after its final inspection and acceptance by Northern, the Permittee shall deliver to Northern's office the Notice of Construction Completion (NOCC), an Engineer's Certification of Completion, (Signed and Sealed) and final "Record Drawings". The "Record

Drawings” shall be provided in PDF (Digitally Signed and Sealed) and AutoCAD 2020 or newer formats and shall include additional record information as required by the Special Conditions of the issued Permit such as cross sections, bore logs, etc. Failure to provide the final documentation as requested may result in the revocation, cancellation and termination of this Permit.

12. Roadway pavement replacement shall be carried out in accordance with Northern's "Typical Roadway Pavement Replacement Detail" per the latest edition as contained in Northern's Engineering Standards Manual, drawing No. N-006. If, within one (1) year after the date of Northern's acceptance of any pavement replacement work, such work is found to be defective, the Permittee shall promptly correct such defective work without cost to Northern and in accordance with Northern written instructions. If work is rejected by Northern, the Permittee shall remove it from the site and replace it with non-defective work. If Permittee does not promptly comply with the terms of such Northern instructions, or in an emergency where delay may cause serious risk of injury, loss or damage, Northern may, if it so elects, have the defective work corrected, or the rejected work removed and replaced, and all of the direct and indirect costs of such removal, replacement or correction, including compensation for additional professional services, shall be the obligation of and paid by the Permittee.
13. If any of the herein Permitted Activities are to be constructed or implemented within an area over which Northern has a real property interest, the Permittee prior to commencement or implementation of the Permitted Activities shall be required to provide to Northern an insurance certificate that complies with the attached "Insurance Coverage" requirements, which Coverage must be maintained until such time as the Permitted Activities have been implemented, constructed, and approved by Northern.
14. Permitted Activities shall be conducted in a competent and professional manner, which does not cause violations of State water quality standards. The Permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction and permanent control measures shall be maintained at all locations where the possibility of transferring suspended solids into the receiving water body exists due to the Permitted Activities. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in State of Florida Erosion and Sediment and Sedimentation Control Designer and Reviewer Manual FDOT and FDEP (July 2013) and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (FDEP July 2008) unless a project specific erosion and sediment control plan is approved as part of the permit. Thereafter the Permittee shall be responsible for the removal of the barriers. The Permittee shall correct any erosion or shoaling arising from the Permitted Activities that causes adverse impacts to water resources.
15. All Permitted Activity related to subaqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in a competent and professional manner so that the primary functional purpose of the canal or waterway facility, specifically flood control, within which the activity is taking place is not adversely affected.
16. The Permittee shall promptly notify Northern in writing of any previously submitted information that is later discovered to be inaccurate.
17. The Permittee shall provide routine maintenance of all of the components of a Permitted Activity. This shall include maintenance of installed surface water management system or installed connection to an existing surface water management system to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law.

18. All underground improvements (utilities, equipment of any nature whatsoever and structures) shall have a minimum cover of thirty (30) inches below profile grade of Northern roadways and minimum cover of sixty (60) inches below bottom elevation of waterway design section.
19. Unless otherwise approved by Northern all underground facilities shall maintain a minimum clearance of twelve (12) inches, either over or under existing culverts, and, if required by Northern, protected.
20. Any affected Northern works, facilities or improvements shall be left in a non-defective equivalent or better condition as existed before the Permittee's commencement of any Permitted Activity. An inspection of all Northern tracts and rights-of-way located within the Permitted Activity construction area shall be completed by Northern and the Permittee or their representative no later than twenty-four (24) hours before commencement of the Permitted Activity.
21. All Permitted Activity shall be implemented and constructed in a workmanlike manner using best engineering management and construction practices.
22. Trenches within Northern owned roadways shall be backfilled and compacted with 12-inch (max) lifts to 98% per AASHTO T-180 to minimize future settling. Trench-backfill outside Northern road right-of-way shall consist of 12-inches from pipe crown up compacted to 95% maximum dry density per AASHTO T-180 followed by 12-inch (max) lifts compacted to 90% max. dry density per AASHTO T-180.
23. At the request of Northern or its duly authorized representative, the Permittee shall submit copies of density reports performed by an independent certified testing laboratory. Density Reports shall be furnished to Northern prior to final inspection.
24. The finished surface of any excavated area shall be replaced with the same type material as existed when the work began, such as sod for sod; shell for shell; etc., unless otherwise directed in writing by Northern or shown approved plans.
25. Where existing ground, slopes, shoulders and/or ditches are disturbed, they shall be properly stabilized as directed by Northern or its duly authorized representative. All disturbed areas within Northern tracts or rights of way shall be sodded in a manner that will afford protection against erosion or settling.
26. All pavement crossings made subsequent to final placement of base material and pavement surface, shall be made by jack and bore or by directional bore method as directed by Northern, unless otherwise authorized in the attached special conditions.
27. Northern assumes no liability, obligation or responsibility for the ownership, operation and/or maintenance of the Permittee's facilities or activities as herein Permitted.
28. Permittee shall defend, indemnify and hold Northern and its Board of Supervisor members, officers, personnel, staff and consultants harmless against and from any penalties, fines, claims, losses, damages (including direct, indirect or consequential), expenses, or legal fees (including attorney, legal assistant and appellate) that might derive, arise out of or result from the Permittee's implementation, operation and/or maintenance of the Permitted Activity and/or any acts, omissions, neglect or fault by the Permittee or its agents, officers, employees and invitees involving a failure to comply with the terms, covenants and/or conditions of this Permit or any applicable laws, statutes, ordinances, codes or regulations of any regulatory or governmental entity, agency or authority.

29. If Permittee should violate any of the terms or conditions of the Permit and not correct or remedy same within ten (10) business days following receipt of written notice of said violation from Northern, then in such event, Northern may, at its option, revoke, cancel and terminate this Permit.
30. This Permit shall automatically terminate and be of no further force and effect if commencement of the Permitted Activity has not occurred within 365 days from the issuance date of this Permit.
31. This Permit may not be conveyed, transferred or assigned by the Permittee other than in its entirety and only following the prior written approval of Northern. If any of the works which are the subject of the Permitted Activities are properly conveyed, assigned, transferred, gifted to any third party or operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be subject to and obligated to comply with all provisions of this Permit.
32. This Permit shall continue in perpetuity unless it otherwise expires or is terminated as herein provided, but in no event is it to be deemed a vested right of the Permittee.
33. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover all of its costs and expenses, including reasonable attorney's fees and costs, provided nothing herein shall be deemed or construed as a waiver by Northern of its sovereign immunity rights and privileges except as otherwise authorized by F.S. 768.28.
34. This Permit may be terminated or modified if the Permitted Activities are located within an area over which Northern has a real property interest and Northern's real property interest is subsequently conveyed to another entity.
35. The Conditions set forth herein shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of a Permitted Activity.
36. Implementation of the Permitted Activity by the Permittee and/or its agents or contractors, shall be deemed an acceptance by the Permittee of all terms, conditions and understandings set forth in the Permit.
37. In case of tropical weather (Tropical Storm or Hurricane) job site should be maintained so that it is free of all loose debris, trash or construction materials that might be blown into Northern's water management systems.
38. The applicant is advised that should the cost of inspection surpass the collected fees for inspection of the project, the applicant will be required to pay the difference. Any funds remaining once the project is certified and the permit is closed will be reimbursed.

NPDES CONDITIONS

1. If the Permitted Activity of the Permittee requires the obtaining of an NPDES Permit, then the Permittee shall be required to provide a copy of the NPDES Permit Coverage to Northern prior to commencement of the subject Permitted Activity. A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared as required by the FDEP permit and shall be available for review at the site
2. The Permittee shall be required to: (a) implement a maintenance program for the Permitted Activities, (b) carry out an annual inspection of the Permitted Activities.
3. If any act of negligence, omission or commission by the Permittee or third-party operator should adversely affect Northern's obligations under Northern's NPDES Permit, then the Permittee within forty-eight hours following receipt of written notice by Northern of such act shall promptly cease or rectify same otherwise this Permit shall be immediately suspended until such time as reinstated by Northern in writing.
4. If, following receipt of a Northern written notice of violation of the above NPDES Conditions, the Permittee should fail to remedy same within ten business days from the date of receipt of said notice, Northern shall have the right but not the obligation to initiate such remedial activity as Northern deems necessary and appropriate. Any and all costs so incurred by Northern shall be paid by the Permittee to Northern within ten business days following receipt of a Northern invoice for same and if not paid, Northern may thereafter revoke this Permit without further notice or hearing, and proceed to take all such legal actions as it deems necessary and appropriate to collect from the Permittee such costs, including any attorney's fees or costs incurred in such collection activity.

EXHIBIT "A"
INSURANCE REQUIREMENTS

Below is shown the MINIMUM acceptable insurance to be carried under this Agreement:

I. Commercial General Liability:

- (A) Bodily Injury Limit:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- Property Damage Limit:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- (B) or a Combined Single Limit of Bodily Injury and Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
- (C) The Commercial General Liability shall include Contractual Liability.

II. Comprehensive Automobile Liability:

- (A) Bodily Injury Limit:
 - \$ 500,000 Each Person
 - \$1,000,000 Each Occurrence
- Property Damage Limit:
 - \$ 500,000 Each Person
- (B) or a Combined Single Limit of Bodily Injury and Property Damage Liability:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Occurrence

III. Workers Compensation and Employers Liability:

- Statutory Limits
 - \$100,000 Each Accident
 - \$500,000 Disease-Policy Limit
 - \$100,000 Disease-Each Employee

IV. Umbrella Excess Liability Insurance:

- (A) \$1,000,000 Each Occurrence
- \$1,000,000 Annual Aggregate
- (B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

V. Notice of Cancellation:

The Insurance afforded above may not be terminated or reduced unless (30) thirty days prior written notice of such termination or reduction is mailed to Northern (unless terminated for non-payment in which event ten (10) days notice is required).

VI. Insurance Certificate:

Northern Palm Beach County Improvement District shall be listed as an additional insured for the above Commercial and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Northern Palm Beach County Improvement District prior to commencement of construction of the permitted works.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Kimberly A. Leser, P.E., District Engineer

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development No. 53 – Arden
Consider Change Order No. 3 to Centerline Utilities, Inc.
Purchase Order No. 22-788
Pods D-Southeast and I-North

Background

On July 27, 2022, Northern approved an Award of Contract to Centerline Utilities, Inc. to construct the Public Improvements for Arden Pods D-Southeast and I-North. Change Order No. 3 includes an increase in the contract time of 30 days due to delays associated with water main testing. The additional 30 days are expected to allow for completion of required testing and project close out.

Fiscal Impact

There are no anticipated fiscal impacts to Northern associated with this item.

Recommendation

The District Engineer recommends approval of Change Order No. 3 for an additional 30 days of contract time to Centerline Utilities, Inc.

CHANGE ORDER

(Instructions on reverse side)

No. 3

DATE OF ISSUANCE June 8, 2023 PROJECT Unit 53 Arden - Parcels D-Southeast and I-North Improvements
 EFFECTIVE DATE _____

OWNER Northern Palm Beach County Improvement District

OWNER's Contract No. PRJ-635

CONTRACTOR Centerline Utilities, Inc. ENGINEER Michael B. Schorah and Associates, Inc.



You are directed to make the following changes in the Contract Documents.

Description: **This Change Order represents additional time for completion of water main testing. No additional costs are proposed with this Change Order. 30 additional days are required to complete this work.**

Reason for Change Order: **Additional time was required to complete bacteriological testing of the water mains in Pod D-Southeast and Pod I-North. Low chlorine levels in the PBCWUD system serving the two development sites resulted in failures at several of the sample point locations.**

Attachments: None.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>4,500,877.00</u>	Original Contract Times Substantial Completion <u>150 days (May 10, 2023)</u> Ready for final payment: <u>180 days (June 9, 2023)</u> days or dates
Net changes from previous Change Orders No <u>0</u> to No <u>2</u> \$ <u>(911,943.61)</u>	Net changes from previous Change Orders No <u>0</u> to No <u>2</u> <u>60 days</u> Days
Contract Price prior to this Change Order \$ <u>3,588,933.39</u>	Contract Times prior to this Change Order Substantial Completion: <u>210 days (July 9, 2023)</u> Ready for final payment: <u>240 days (August 8, 2023)</u> days or dates
Net Increase (Decrease) of this Change Order \$ <u>0.00</u>	Net Increase of this Change Order <u>30 days</u> Days
Contract Price with all approved Change Orders \$ <u>3,588,933.39</u>	Contract Times with all approved Change Orders Substantial Completion: <u>240 days (August 8, 2023)</u> Ready for final payment: <u>270 days (September 7, 2023)</u> days or dates

RECOMMENDED: By: <u></u> Engineer (Authorized Signature) Date: <u>6-14-23</u>	APPROVED: By: _____ NPBCID Date: _____	ACCEPTED: By: <u></u> Contractor (Authorized Signature) Date: <u>6/14/23</u>
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**RECOMMENDED DISBURSEMENTS FOR
JUNE 28, 2023 BOARD MEETING**

	BOND/COI**	EIPC*	NOTE PROCEEDS	LANDOWNER FUNDS	TOTALS
Unit No. 2C - Alton	2,383.83			-	2,383.83
Unit No. 5 - Henry Rolf		-	435.00		435.00
Unit 16 - P. B. Park of Commerce	13,613.00			13,649.22	27,262.22
Unit No. 18 - Ibis Golf & CC		6,126.00			6,126.00
Unit No. 19A - Irrigation		8,275.00			8,275.00
Unit No. 20 - Juno Isles		25,200.00			25,200.00
Unit No. 31 - BallenIsles		31,212.50			31,212.50
Unit No. 53 - Arden	49,208.56				49,208.56
	65,205.39	70,813.50	435.00	13,649.22	150,103.11

* Equity in Pooled Cash

**Cost of Issuance

UNIT OF DEVELOPMENT NO. 2C

DISBURSEMENT NO. 173

JUNE 28, 2023

	BOND	LANDOWNER FUNDS	TOTALS
ENGINEERING:			
Arcadis U.S. Inc. (Construction Phase Svs.)	<u>121.50</u>	-	121.50
OTHER PROFESSIONALS:			
Caldwell & Pacetti (Legal Services)	<u>1,015.00</u>	-	1,015.00
MISCELLANEOUS:			
NPBCID Reimbursement (NPBCID Personnel time)	<u>1,247.33</u>		1,247.33
	2,383.83	-	2,383.83

**UNIT OF DEVELOPMENT NO. 5
DISBURSEMENT NO. 20
JUNE 28, 2023**

**NOTE
PROCEEDS**

TOTAL

PROFESSIONAL SERVICES:

Caldwell & Pacetti
(Legal Services)

435.00

435.00

435.00

435.00

**UNIT OF DEVELOPMENT NO. 16
DISBURSEMENT NO. 135
JUNE 28, 2023**

	<u>BONDS</u>	<u>LANDOWNER FUNDS</u>	<u>TOTAL</u>
CONSTRUCTION:			
J. W. Cheatham, LLC (Venture Way Extension #633)	<u>8,388.00</u>	<u>8,424.22</u>	16,812.22
ENGINEERING:			
Kimley-Horn & Assoc. (P.E. Services Venture Way)	<u>5,225.00</u>	<u>5,225.00</u>	10,450.00
	<u>13,613.00</u>	<u>13,649.22</u>	<u>27,262.22</u>

**UNIT OF DEVELOPMENT NO. 18
DISBURSEMENT NO. 195
JUNE 28, 2023**

EIPC

TOTAL

CONSTRUCTION:

Everglades Laboratories, Inc.

(Ibis Post Alum Treatment WQ Sample)

PO#23-556

6,126.00

6,126.00

6,126.00

6,126.00

**UNIT OF DEVELOPMENT NO. 19A
DISBURSEMENT NO. 63
JUNE 28, 2023**

	<u>EIPC</u>	<u>TOTAL</u>
CONSTRUCTION:		
F & S Enterprises, Inc.	<u>8,275.00</u>	
(Install 23 - 12 Station Toro Sentinel Upgrade-V2 to V3)		8,275.00
FINAL		
	<u>8,275.00</u>	<u>8,275.00</u>

**UNIT OF DEVELOPMENT NO. 20
DISBURSEMENT NO. 14
JUNE 28, 2023**

	<u>EQUITY IN POOLED CASH</u>	<u>TOTAL</u>
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CONSTRUCTION:

Murray-Logan Construction	<u>25,200.00</u>	
(Juno Isles Weir Improvements PO#23-573)		25,200.00

	<u>25,200.00</u>	<u>25,200.00</u>
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**UNIT OF DEVELOPMENT NO. 31
DISBURSEMENT NO. 206
JUNE 28, 2023**

	EIPC <u>(Equity in Pooled Cash)</u>	TOTAL <u></u>
CONSTRUCTION:		
Shenandoah Construction	<u>31,212.50</u>	
(De-Silt & TV Bid)		31,212.50
(Part of PO#23-213)		
	<u><u>31,212.50</u></u>	<u><u>31,212.50</u></u>

**UNIT OF DEVELOPMENT NO. 53
DISBURSEMENT NO. 122
JUNE 28, 2023**

	BOND		TOTAL
CONSTRUCTION:			
Centerline Utilities, Inc. (PODS D-southeast, D-southwest & I-north)	38,758.50		
			38,758.50
ENGINEERING:			
Michael Schorah & Assoc. (PE Construction Phase)	8,745.00		
			8,745.00
OTHER PROFESSIONALS:			
Caldwell & Pacetti (Legal Services)	901.00		
			901.00
MISCELLANEOUS:			
NPBCID Reimbursements: (NPBCID Personnel time)	804.06		
			804.06
	49,208.56	-	49,208.56



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Katie Roundtree, Director of Finance & Administration

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Unit Nos. 1, 2, 2C, 5, 7, 9, 9A, 12, 24, 32, 33 & 49
Consider Assumption Agreement and First Amendment

Background

Clarke Aquatic Services, Inc. (Clarke) was awarded the contract for Aquatic Weed Control for Unit Nos. 1, 2, 2C, 5, 7, 9, 9A, 12, 24, 32, 33 & 49 in May 2010. The contract was extended three additional times with a current expiration date of September 30, 2025. In early 2023, Northern was advised that SOLitude Lake Management, LLC (SOLitude) acquired the aquatic weed control division from Clarke. In order to transfer the contract from Clarke to SOLitude, an Assumption Agreement was drafted. In the course of review, SOLitude's Legal Department requested a change to the insurance requirements found in the Supplementary Conditions of the Clarke contract. The change is to increase the maximum allowable insurance deductible from \$10,000 to \$100,000, which is the amount of SOLitude's current insurance coverage. A First Amendment to the contract was drafted for approval, changing Supplemental Condition 5.9 to a maximum insurance deductible of \$100,000.

Fiscal Impact

The amount of the contract is currently \$68,486.21 through September 30, 2023, and is included in the maintenance budget for the various Units of Development.

Recommendation

Northern Staff and Legal Counsel recommend approval of the Assumption Agreement and First Amendment to the Aquatic Weed Control Agreement for Unit Nos. 1, 2, 2C, 5, 7, 9, 9A, 12, 24, 32, 33 & 49.

ASSUMPTION AGREEMENT

Clarke Aquatic Services, Inc. (the "Transferor"), a corporation duly organized and existing under the laws of Illinois, with its principal office located at 675 Sidwell Court, Saint Charles, IL 60174; SOLitude Lake Management, LLC (the "Transferee"), a limited liability company duly organized and existing under the laws of Delaware, with its principal office in Florida located at 5869 Enterprise Parkway, Ft. Myers, Florida 33905; and Northern Palm Beach County Improvement District (the "Owner"), an independent special district of the State of Florida, with its principal office located at 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, do enter into this Assumption Agreement (the "Agreement") as of the ____ day of _____, 2023 (the "Effective Date").

(A) The parties hereto agree to the following statement of facts:

- (1) The Owner previously entered into a contract (the "Contract") titled "Aquatic Weed Control-Units 1, 2, 5, 7, 9, 12, 24, 32, and 33" and dated October 1, 2010, which Contract, including amendments thereto, if any, is hereby incorporated into this Agreement by this reference.
- (2) The Transferor recently conveyed its division charged with carrying out the Contract to the Transferee.
- (3) The Transferee represents that it is capable of fully performing all obligations that may exist now and in the future under the Contract.
- (4) It is consistent with the Owner's interests to recognize the Transferee as the successor party to the Contract.

(B) In consideration of these facts, the parties hereto agree as follows:

- (1) The Transferee agrees to be bound by, perform and satisfy its obligations under the Contract in accordance with the terms and conditions contained in the Contract. The Transferee also assumes: (a) all obligations and liabilities of, and all claims against, the Transferor under the Contract and (b) the provision of all future services, obligations, and liabilities under the Contract, as if the Transferee were the original party to the Contract.
- (2) The Transferee ratifies previous actions taken by the Transferor with respect to the Contract, with the same force and effect as if the action had been taken by the Transferee.
- (3) The Owner recognizes the Transferee as the Transferor's successor-in-interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, title, and interest of the Transferor in and to the Contract as if the Transferee were the original party to the Contract.
- (4) All payments and reimbursements previously made by the Owner to the Transferor, and all other previous actions taken by the Owner under the Contract, shall be considered to have been fully and properly satisfied or discharged, as the case may be, including but not limited to payments for prior services rendered through the Effective Date of this Agreement. All payments and reimbursements made by the Owner after the Effective Date of this Agreement

shall be made in the name of the Transferee, under the same remittance procedures set forth in the Agreement.

- (5) In consideration of the terms and conditions of this Agreement, the Owner hereby consents to the foregoing described transfer of the Contract by the Transferor to the Transferee and the assumption thereof by the Transferee.
- (6) The Contract shall remain in full force and effect except as specifically modified by this Agreement.
- (7) Each party has executed this Agreement as of the day and year herein below written.
- (8) This Agreement may be executed in multiple counterparts, all of which together represent one and the same instrument.
- (9) This Agreement shall be dated as of the date it has been executed by all of the parties hereto.

[SEPARATE SIGNATURE PAGES FOR EACH PARTY ARE ATTACHED]

Executed by the Owner this ____ day of _____, 2023.

[SEAL]

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

ATTEST:

By: _____

Assistant Secretary

Print: _____

Title: _____

Executed by Transferor this 20th day of June, 2023.

Clarke Aquatic Services, Inc.

By: Sarah Seby

Print: Sarah Seby

Title: Corporate Controller

Executed by Transferee this 19th day of June, 2023.

SOLitude Lake Management, LLC.

By: Trina L. Duncan

Print: Trina L. Duncan

Title: Business Manager

**FIRST AMENDMENT
TO
AGREEMENT**

This First Amendment (the “First Amendment”), shall be effective as of the ___ day of _____, 2023 and is being entered into by and between SOLitude Lake Management, LLC (“SOLitude”), a limited liability company duly organized and existing under the laws of Virginia, with its principal office in Florida located at 5869 Enterprise Parkway, Ft. Myers, Florida 33905 and Northern Palm Beach County Improvement District (“Northern”), an independent special district of the State of Florida, with its principal office located at 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, ”). both of whom may also be collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Northern and Clarke Aquatic Services, Inc. previously entered into an agreement titled “Aquatic Weed Control-Units 1, 2, 5, 7, 9, 12, 24, 32, and 33” and dated October 1, 2010, (the “Agreement”) which Agreement is hereby incorporated herein by this reference; and

WHEREAS, The Agreement has since been assigned by Clarke Aquatic Services, Inc to and assumed by SOLitude.

NOW, THEREFORE, for and in consideration of the sum of one (\$1.00) dollar and other good and valuable considerations the receipt and sufficiency of which is hereby accepted and acknowledged, the Parties agree as set forth herein:

1. **RECITALS**. The above recitals are true and correct to the best of the knowledge of the Parties hereto and are incorporated hereby incorporated herein by this reference.

2. **AMENDMENT**. The Agreement is hereby amended as follows:

(A) Page 8 – Certificate of Insurance is hereby deleted in its entirety. It will be replaced with SOLitude’s Certificate of Insurance and shall incorporated and made a part of the Agreement.

(B) Supplemental Condition 5.9, incorporated and made a part of the Agreement by subsection 8.6 of Article 8 of the Agreement, is hereby amended to increase the allowable maximum deductible amount referenced therein to \$100,000.00.

3. **APPLICATION**. This First Amendment shall be applied both retroactively and prospectively only to the matters it addresses in the Agreement.

4. **REAFFIRMATION.** Except as otherwise herein amended, the Agreement shall continue in full force and effect.

5. **COUNTERPARTS.** This First Amendment may be executed in one or more counterparts all of which together shall comprise one and the same instrument.

6. **EFFECTIVE DATE.** This First Amendment shall be dated and become effective as of the date it has been signed by both Party's hereto.

Executed by Northern this ____ of _____, 2023.

[SEAL]

ATTEST:

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

[The balance of this page was intentionally left blank and a separate signature page is attached.]

Executed by SOLitude this 19th day of June, 2023.

**SOLitude Lake Management, LLC., a
Virginia limited liability company**

By: Trina L. Duncan

Print: Trina L. Duncan

Title: Business Manager



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Laura L. Ham, Budget & Tax Roll Manager

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Unit Nos. 1, 2, 2C, 5, 7, 9, 9A, 12, 24, 32, 33 & 49
Consider Renewal of Annual Service Contract and Change Order No. 10
SOLitude Lake Management, LLC
Annual Aquatic Weed Control (rural areas)

Background

SOLitude Lake Management, LLC has the Annual Aquatic Weed Control (rural areas) contract for Unit Nos. 1, 2, 2C, 5, 7, 9, 9A, 12, 24, 32, 33 & 49, through Assignment and Assumption from Clarke Aquatic Services, Inc. On February 26, 2020, Northern's Board approved a Second Amendment to the contract allowing for five one-year extensions through September 30, 2025.

For the contract period 2023/2024, SOLitude Lake Management, LLC is requesting approval of a price increase of 4% (\$2,821.64) as detailed on Change Order 10. This amount will be added to the contracted price for future annual renewals.

Fiscal Impact

This contract and change order are included in the proposed budget for fiscal year 2023/2024.

Recommendation

Northern Staff recommends renewal of the annual contract for the period October 1, 2023 through September 30, 2024, and approval of Change Order No. 10 to SOLitude Lake Management, LLC, increasing the contract by \$2,821.64.

CHANGE ORDER

No. 10

PROJECT: Unit Nos. 1, 2, 2C, 5, 7, 9, 9A, 12, 24, 32, 33 & 49

DATE: 5/24/2023

OWNER: Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

CONTRACT FOR: Unit Nos. 1, 2, 2C, 5, 7, 9, 9A, 12, 24, 32, 33 & 49 - Annual Aquatic Weed Control (rural areas)

You are directed to make the following changes in the Contract Documents.

Description: 4% increase in price and scope of services applicable to the contract extension through 9/30/2024. The contractor's request for a price increase is attached.

Contractor: SOLitude Lake Management, LLC
3132 Fortune Way
Wellington, FL 33414

Purpose: See description above

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$ <u>28,714.92</u>	Original Contract Time <u>365 days</u> days or date
Previous Change Order No. <u>1</u> to No. <u>9</u> \$ <u>41,825.88</u>	Net change from previous Change Order <u>0 days</u>
Contract Price prior to this Change Order \$ <u>70,540.80</u>	Contract Time prior to this Change Order <u>365 days</u> days or date
Net Increase of this Change Order \$ <u>2,821.64</u>	Net Increase (decrease) of this Change Order <u>0 days</u>
Contract Price with all approved Change Orders \$ <u>73,362.44</u>	Contract Time with all approved Change Orders <u>365 days</u>

APPROVED:

APPROVED:

NPBCID
Matthew J. Boykin
President, Board of Supervisors



Business Manager
Contractor 05/16/2023



January 24, 2023

Northern Palm Beach Co. Improv. Dist

Attn: Randy Cross

Randy@npbcid.org

Re: Units: 1, 2, 2C, 5, 7, 9, 9A, 12, 24, 32, 33 & 49 – Annual Aquatic Weed Control
10/1/2023-9/30/2024

Dear Randy,

I would like to request for Clarke Aquatic Services, a Solitude Lake Management Company, a 4.00% increase to the current contract with NPBCID for the maintenance of the Aquatic Weeds in the Water Bodies of NPBCID, that Clarke Aquatics has Maintenance Duties In. The current contract price is \$70,540.80 and is valid until 9/30/2023. The new contract price with the 4.00% increase we are requesting would be \$73,362.00, valid until 9/30/2024.

Thank you in advance for your consideration as we look forward to serving NPBCID in the coming year.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Fackler", is written over a light-colored rectangular background.

Brian Fackler
Aquatic Sales Specialist

088093



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development Nos. 2C, 11 & 31
Consider Amendment No. 1 to the Interlocal Agreement between the City of Palm Beach Gardens, Florida, And Northern Palm Beach County Improvement District Relating to Collection, Removal, and Proper Disposal of Storm-Related Debris

Background

On August 23, 2017, and on September 7, 2017, Northern and the City entered into an Interlocal Agreement for the collection, removal, and proper disposal of storm-related debris within Northern's Units of Development located in the City's jurisdiction.

Northern is also responsible for the collection, removal, and proper disposal of storm-related debris within the Alton Development which is also located within the City's jurisdiction. Pursuant to subsection 7.13 of the Agreement, the City and Northern desire to amend the Agreement to expand the area for which the City provides debris removal, collection, and proper disposal on behalf of Northern to include certain rights-of-way within the Alton Development, as identified on Exhibit "A 1" to this First Amendment.

Fiscal Impact

Northern is responsible to reimburse the City of Palm Beach Gardens for any expenses not received from FEMA, if applicable.

Recommendation

Northern Staff and Legal Counsel recommend approval of Amendment No. 1 to the Interlocal Agreement with the City of Palm Beach Gardens.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE
CITY OF PALM BEACH GARDENS, FLORIDA, AND
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
RELATING TO COLLECTION, REMOVAL, AND PROPER DISPOSAL
OF STORM-RELATED DEBRIS**

THIS FIRST AMENDMENT (the "First Amendment") to the Interlocal Agreement between the City of Palm Beach Gardens, Florida, and Northern Palm Beach County Improvement District relating to collection, removal, and proper disposal of storm-related debris is being entered into by and between the **CITY OF PALM BEACH GARDENS, FLORIDA**, a Florida municipal corporation, whose mailing address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter referred to as the "City"), and **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, whose mailing address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as "Northern").

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, *Florida Statutes*, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, on August 23, 2017, Northern and on September 7, 2017, the City did execute an interlocal agreement relating to the collection, removal, and proper disposal of storm-related debris (the "Agreement"); and

WHEREAS, Northern is responsible for the collection, removal, and proper disposal of Storm-Related Debris (as further defined in the Agreement) within the Alton Development of Regional Impact (DRI); and

WHEREAS, pursuant to subsection 7.13 of the Agreement, the City and Northern desire to amend the Agreement to expand the area for which the City provides debris removal, collection, and proper disposal on behalf of Northern to include certain rights-of-way within the Alton DRI, as identified on Exhibit "A1" to this First Amendment; and

WHEREAS, the City and Northern are authorized, pursuant to Chapter 163, Part I, *Florida Statutes*, as amended, to make the most efficient use of their respective powers by cooperating with each other on a basis of mutual advantage.

NOW, THEREFORE, in accordance with Chapter 163, Part I, *Florida Statutes*, as amended, but specifically subject to the provisions of Section 163.01(9) and (11), *Florida Statutes*, the City and Northern, for and in consideration of the mutual benefits and promises as set forth herein, do hereby enter into this First Amendment and represent, covenant, and agree with each other as follows:

SECTION 1. Subsection 4.1 is hereby amended to read as follows:

4.1. The City does hereby agree that commencing upon the Effective Date of this Agreement that it shall have complete and exclusive responsibility thereafter for the collection, removal, and proper disposal of Storm-Related Debris from within the Northern Roadways identified in the attached Exhibit "A" and Exhibit "A1."

SECTION 2. This First Amendment shall become part of the Agreement.

SECTION 3. Each and every other term and provision of the Agreement, except as amended by this First Amendment, shall remain in full force and effect as previously written.

(The remainder of this page intentionally left blank.)

EXECUTED by the City this ____ day of _____, 2023.

ATTEST:

CITY OF PALM BEACH GARDENS, FLORIDA

By: _____
Patricia Snider, CMC, City Clerk
(City Seal)

By: _____
Chelsea Reed, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
R. Max Lohman, City Attorney

EXECUTED by Northern this ____ day of _____, 2023.

ATTEST:

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

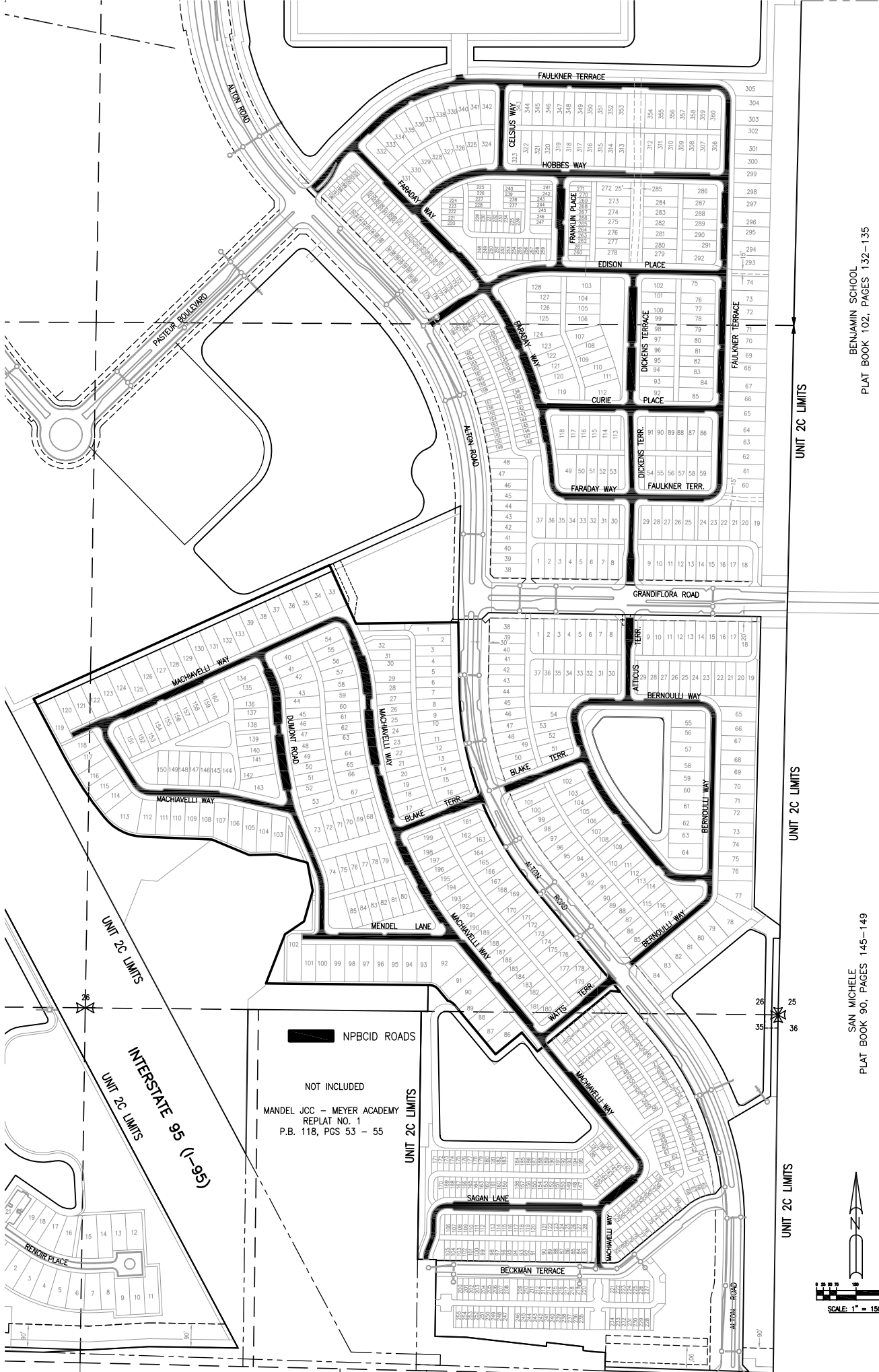
By: _____
Susan P. Scheff, Assistant Secretary

By: _____
Matthew J. Boykin, President

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Kenneth W. Edwards, Esq., Attorney
Northern Palm Beach County
Improvement District

EXHIBIT "A1"



BENJAMIN SCHOOL
 PLAT BOOK 102, PAGES 132-135

SAN MICHELE
 PLAT BOOK 90, PAGES 145-149

UNIT 2C LIMITS
 INTERSTATE 95 (I-95)
 UNIT 2C LIMITS

NPBCID ROADS

NOT INCLUDED

MANDEL JCC - MEYER ACADEMY
 REPLAT NO. 1
 P.B. 118, PGS 53 - 55

UNIT NO. 2C – ALTON

STATUS REPORT



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Kimberly A. Leser, P.E., District Engineer

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development No. 2C – Alton
Consider Acceptance of Water Management Easement
Associated with Pasteur Plat Two

Background

The current plat of the subject area has a Water Management Easement dedicated in favor of Northern that will be extinguished as a result of the Pasteur Plat Two replatting process. As the District has facilities within the previously dedicated easement, the current fee title owner has been asked to provide a replacement easement by means of a separate instrument which will be recorded in advance of the recordation of the referenced Plat. The recording information for the replacement easement will then be shown on Pasteur Plat Two in advance of its recordation. The sketch and description for the replacement easement has been reviewed by Keshavarz & Associates, Inc., (which is under contract with Northern to perform plat and survey services and reviews) and its approval letter is attached.

Fiscal Impact

There are no fiscal impacts relating to the acceptance of the Water Management Easement.

Recommendation

The District Engineer recommends acceptance of the attached Water Management Easement.



Mrs. Kimberly Leser, P.E.
District Engineer
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL. 33418

June 2, 2023

K&A Project No. 21-1390
Via Email: kim@npbcid.org

Subject: Pasteur Plat Two
Unit of Development 2C
Plat No: 2C-017

Dear Mrs. Leser:

Keshavarz & Associates, Inc. reviewed the submitted sketch and legal description document associated with the above referenced plat to include digitally signed and sealed pdf copies of:

1. The sketch and legal description depicting and describing the proposed 30.0' Water Management Easement, entitled 8911-WME (v2) (6-1-2023)_ds.pdf.

The above referenced sketch and legal description was submitted to our office via email on June 1, 2023, in response to the comments issued by our office via email on May 25, 2023 associated with the review of above referenced plat of Pasteur Plat Two. The said Plat Two being a replat of a portion of Tract "B" and a portion of Tract "O-10", P.B. 118, Pgs. 197-206.

The above referenced sketch and legal description for the requested Water Management Easement associated with the above referenced project was reviewed by Keshavarz & Associates, Inc. who is under contract with the District to perform plat and associated document reviews. Based on our review, we can approve the sketch and legal description as describing the requested easement area. We will attach the approved sketch, legal and easement agreement to the approval email for reference.

Please advise the petitioner to submit the CAD files for the approved sketch and legal descriptions.

Also, please advise the petitioner to submit the executed easement agreement with the approved sketch and legal description exhibit to be presented to Northern Palm Beach County Improvement District's Board of Supervisors for approval. Upon the Board's approval, Northern shall execute the easement agreement and record into public record.

Upon recordation into the Public Records of Palm Beach County, Northern will provide the record information to the petitioner so the record information can be added to the plat prior to final approval.

Should you have any questions or require any additional information, please contact our office.

Sincerely,

KESHAVARZ & ASSOCIATES, INC.

Scott F. Bryson

Scott F. Bryson, P.S.M.
Vice President

This Instrument was Prepared by
and is to be Returned to:

Kenneth W. Edwards, Esquire
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, FL 33401

WATER MANAGEMENT EASEMENT

This Water Management Easement (the “Easement”) is granted this ____ day of _____, 2023 by Alton Property Owners Association, Inc., a Florida not for profit corporation, whose office address is c/o Lang Management Company, Inc., 790 Park of Commerce Boulevard, Suite 200, Boca Raton, FL 33487 (hereinafter referred to as the “Grantor”), to Northern Palm Beach County Improvement District, an independent special district of the State of Florida, whose office address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as “Northern”).

W I T N E S S E T H:

WHEREAS, Grantor is the record fee simple absolute owner of that real property described in attached Exhibit “A” (said real property being hereinafter referred to as the “Easement Area”); and,

WHEREAS, Northern requires an easement in, over, under and upon the Easement Area for access and surface/stormwater storage, management and drainage purposes; and

WHEREAS, the Grantor intends by this Easement to grant to Northern a perpetual non-exclusive easement in, over, under and upon the Easement Area for access and surface water/stormwater storage, management and drainage purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are hereby incorporated herein and made a part hereof.

2. **EASEMENT.** The Grantor hereby grants to Northern a perpetual non-exclusive easement in, over, under and upon the Easement Area for: (a) an ingress and egress easement for the purpose of providing ingress and egress for pedestrian, vehicular and/or equipment usage, including temporary storage and parking, by Northern, together with its authorized employees, contractors, suppliers, consultants, licensees and agents, for usage in conjunction with the hereinafter described usage easement, (b) a usage easement for the installation, construction, operation, inspection, maintenance, enlargement, upgrade, repair and/or replacement of surface water/stormwater storage, management and drainage facilities, systems, structures and works, which may include but are not limited to lakes, canals, berms, pipes, controls, culverts and appurtenances and (c) the use, relocation, removal and/or disposal of any soil or fill located therein or thereon.

3. **USAGE.** Northern’s employees, consultants, agents, licensees, suppliers and contractors are authorized to use the Easement granted herein for the purposes herein specified and the Grantor agrees that unless and until specifically approved in a written permit issued by Northern, it will not authorize or allow any trees, fixtures, facilities, works or structures to be installed in, over, under or upon the Easement Area.

4. **ASSIGNMENT.** Northern shall not assign, convey or transfer any of the rights or easements granted to it hereunder, either directly or indirectly, without the prior written consent of the Grantor or the then fee simple absolute owner, as the case may be, of the Easement Area and any attempt to do so shall be null and void; provided, however, this prohibition shall not apply to an assignment by Northern to a governmental entity or agency.

5. **JOINDER AND SUBORDINATION.** Grantor does hereby agree that upon Northern’s written request, to provide to Northern a customary joinder and subordination agreement, in recordable form, executed by all mortgagees having an interest in the Easement Area, in which said mortgagees subordinate their mortgage interests in the Easement Area to the easements and authorizations granted herein (while retaining their mortgage liens on the underlying fee owned by Grantor) and, if requested by Northern, a full release executed by any and all property owners, creditors, construction lienors, or holders of any other security interests which encumber the Easement Area that is subject to the easements and authorizations herein.

6. **WARRANTY OF TITLE.** Grantor does hereby fully warrant fee simple absolute title to the Easement Area and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, and that Grantor has good right and lawful authority to grant this Easement to Northern.

7. **SUCCESSORS AND ASSIGNS.** Where the context of this Easement allows or permits, the terms “Grantor” and “Northern” shall also include their respective grantees, successors and assigns.

8. **PARTIES BOUND BY AGREEMENT.** This Easement, including all rights, easements, authorizations and conditions, shall be binding upon and enure to the benefit of the Grantor and Northern, together with their respective grantees, successors and assigns, and shall be a covenant that runs with the land.

9. **MODIFICATIONS.** Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of each party that is recorded in the Official Records of Palm Beach County, Florida.

10. **ENFORCEMENT.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney’s fees, and costs for legal proceeding pertaining thereto.

11. **CONSTRUCTION.** The parties acknowledge that each has shared equally in the drafting of this Easement and, accordingly, no court construing this Easement shall construe it

more strictly against one party than the other and every covenant, term and provision of this Easement shall be construed simply according to its fair meaning.

12. **GOVERNING LAW AND VENUE.** The easements, warranties, covenants, authorizations and agreements contained herein shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

13. **NOTICES.** Any notice provided for or concerning this Easement shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each party as set forth at the beginning of this Easement or at any subsequent address for either of the parties or their successors and assigns.

14. **EFFECTIVE DATE.** This Easement shall be effective as of the date it is signed by the last of all parties hereto to sign same.

IN WITNESS WHEREOF, the undersigned have signed and sealed this document on the day and year hereinafter set forth.

Executed by GRANTOR, this 17th day of June, 2023.

Signed, Sealed and Delivered in the presence of the following subscribing witnesses:

Alton Property Owners Association, Inc., a Florida not for profit corporation

Britney Shepler

Witness

Britney Shepler

Printed Name

Michele P. Haire

Witness

Michele P. Haire

Printed Name

By: Victoria P. Imhoff

Print: Victoria Imhoff

Title: President

Attest: (SEAL)

By: [Signature]

Brian Grove

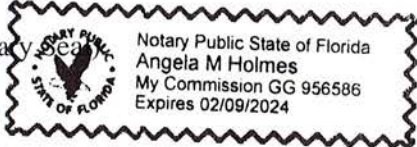
~~Community Leader - Palm Beach~~

Title: Vice President

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of June, 2023, by Victoria Imhoff, as President for Alton Property Owners Association, Inc.

(Notary)



[Signature]
Notary Public State of Florida
Angela M. Holmes
Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____

A C C E P T A N C E

Northern Palm Beach County Improvement District, by and through its undersigned authorized officer does hereby accept and consent to the terms and conditions of this Easement this _____ day of _____, 2023.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

Exhibit "A"

[SEE ATTACHED LEGAL DESCRIPTION]

EXHIBIT "A"

DESCRIPTION:

A 30-FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT "B", ALTON PCD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118, PAGES 197 THROUGH 206, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE SIDELINES OF SAID 30-FOOT WIDE STRIP LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE MOST EASTERN NORTHEAST CORNER OF SAID TRACT "B"; THENCE ALONG AN EAST LINE OF SAID TRACT "B", SOUTH 44°04'14" EAST A DISTANCE OF 83.81 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 45°55'46" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID 30-FOOT WIDE STRIP TO BE EXTENDED OR SHORTENED TO MEET AT THE EAST LINE OF SAID TRACT "B" AND THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 32401, PAGE 304, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 900 SQUARE FEET.

SURVEYOR'S NOTES:

- 1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF NORTH 45°55'46" EAST, ALONG THE CENTERLINE OF PASTEUR BOULEVARD (TRACT "S-3"), ALTON PCD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118, PAGES 197 THROUGH 206, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83/90).
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 1, 2023. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 2

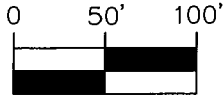
CAULFIELD & WHEELER, INC. CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE LAND SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452

David E. Rohal, P.S.M. Digitally signed by David E. Rohal, P.S.M. DN: cn=US, st=FL, o=Boca Raton, ou=Caulfield & Wheeler, Inc., ou=Survey, cn=David E. Rohal, P.S.M., email=drohal@cwassoc.com Date: 2023.06.06 10:33:47 -0400 DAVID E. ROHAL PROFESSIONAL LAND SURVEYOR NO. 4315 STATE OF FLORIDA LB 3591

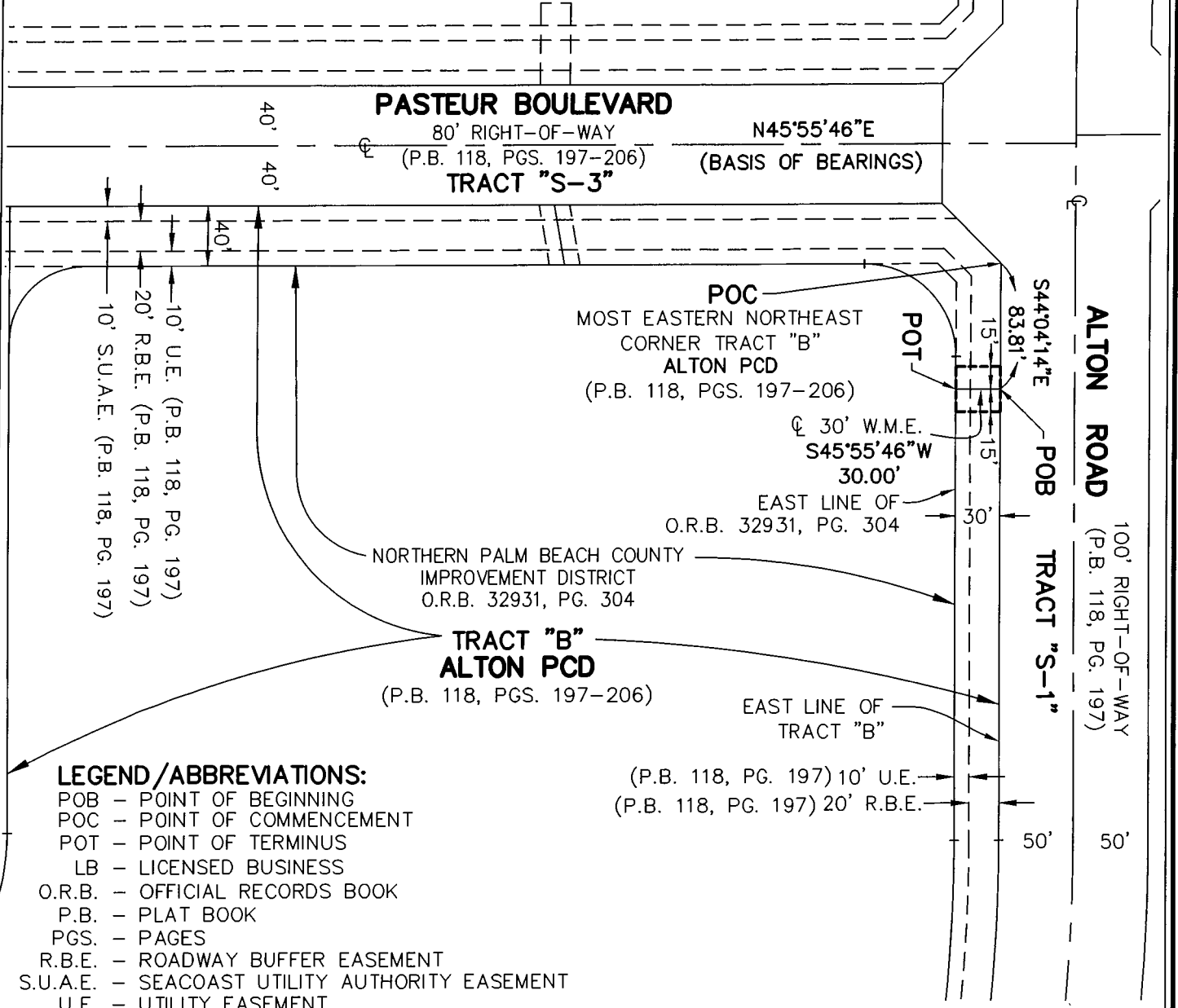
Table with 2 columns: Field Name and Value. Fields include DATE (6-1-2023), DRAWN BY (dr), F.B./ PG. (N/A), SCALE (NONE), and JOB NO. (8911-WME).

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT WATER MANAGEMENT EASEMENT SKETCH AND DESCRIPTION

EXHIBIT "A"



1 INCH = 100 FEET



LEGEND / ABBREVIATIONS:

- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- POT - POINT OF TERMINUS
- LB - LICENSED BUSINESS
- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - PLAT BOOK
- PGS. - PAGES
- R.B.E. - ROADWAY BUFFER EASEMENT
- S.U.A.E. - SEACOAST UTILITY AUTHORITY EASEMENT
- U.E. - UTILITY EASEMENT
- W.M.E. - WATER MANAGEMENT EASEMENT
- ☉ - CENTERLINE

THIS IS NOT A SURVEY

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
 LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	6-1-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	1"=100'
JOB NO.	8911-WME

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
 WATER MANAGEMENT EASEMENT
 SKETCH AND DESCRIPTION**

UNIT NO. 5 – HENRY ROLF

STATUS REPORT



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development No. 5A - Vista Center of Palm Beach
Consider Ratification of Purchase Order No. 23-749 to Ferreira Construction
Company for Emergency Sink Hole Repair

Background

On May 28, 2023, Northern Staff was notified by the Property Manager of Unit 5A that a sink hole appeared over one of Northern's roadway drainage pipes adjacent to Vista Parkway. Upon investigation, it was determined that the 42-inch diameter corrugated metal pipe had failed in close proximity to the sidewalk adjacent to Vista Parkway. After further evaluation, it was determined that an emergency repair was necessary and the most efficient cost effective course of action would be to utilize a cast-in-place pipe liner technique. The emergency repair involves lining 260 linear feet of 42-inch corrugated metal pipe with cured-in-place pipe liner material and associated restoration. The area was immediately secured with barricades and cones.

Time is of the essence for this repair as continued erosion is a hazard and threatens the adjacent sidewalk and roadway. A request for an emergency response was sent to Ferreira Construction and they responded immediately. The quote received from Ferreira Construction is \$115,046.77. Staff determined the contractor's activity must proceed in advance of the Board's approval of Purchase Order No. 23-749 in order to minimize the potential hazard. The work began on May 28, 2023, the very day of notification to Northern of the pipe failure.

Fiscal Impact

There are maintenance funds available in the FY 2022/2023 budget.

Recommendation

Northern Staff recommends Board ratification of the referenced Purchase Order No. 23-749 Ferreira Construction Company for the amount of \$115,046.77.



June 8th, 2023

Northern Palm Beach County Improvement District
359 Hiatt Drive,
Palm Beach Gardens, FL 33418

Attn: Mr. Greg Sale

Project: Unit 5A Roadway Drainage Repair
Project #: TBD
Page 1 of 2

PROPOSAL

Ferreira Construction Southern Division Co., Inc. is pleased to provide this proposal for the above referenced project. We will provide all labor, material, equipment and supervision to construct the following scope of work.

Item	Description	Unit	Quantity	Unit Price	Total
1	Demo, Grade, Form, Pour, Strip and Sawcut Sidewalk	1	LS	\$6,441.56	\$6,441.56
2	Install Flume and Sod Restoration	1	LS	\$4,222.98	\$4,222.98
3	48" Desilt and Pipe Liner Installation	260	LF	\$401.47	\$104,382.23
			Total:		\$ 115,046.77

This proposal is based on Conversation between Ferreira Construction and NPBCID Representatives. In accepting this proposal, the Client agrees to the attached exclusions and clarifications, and they are to become part of the contract documents unless specifically agreed to in writing by this Contractor. This proposal becomes a letter of intent to enter into a contract when executed by authorized representatives of both parties and subject to the conditions noted herein.

Project: Unit 5A Roadway Drainage Repair
Project #:TBD
Page 2 of 2

Ferreira Construction Southern Division Co., Inc.

NPBCID Representative

Michael Ciabattari

Signature

Signature

Michael Ciabattari, Project Manager

Printed Name and Title

Printed Name and Title

6-8-2023

Date

Date



Northern Palm Beach County
Improvement District

Purchase Order
No.

23-749

Purchase Order

Vendor :627 Ferreira Construction Company Attn: Accounts Payable 13000 SE Flora Avenue Hobe Sound, FL 33455 Phone - / Fax -		Billing and Shipping Address 359 Hiatt Drive Palm Beach Gardens, FL 33418 (561) 624-7830 Ext Fax (561) 624-7839	
Document Information Document Date 06/01/2023 Required Date 06/11/2023 Prepared By Greg Sale Workflow ID 07 Status Board 2 Documents Description Emergency sink hole repair in Unit 5A Vista Parkway		Change Order 0 Project No Invoice to Y follow	

Comments : Emergency sink hole repair.--KRRBoard June 2023

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	05A1	54613	Emergency sink hole repair in unit 5A vista parkway	108,605.21	108,605.21
1	EA	05A1	54611	Emergency sink hole repair in unit 5A vista parkway	6,441.56	6,441.56

Total : \$115,046.77

Approval Information

SUSAN P. SCHEFF	Board	06/08/2023 1:46 PM
CLIFFORD D. BEAT	Executive Director	06/08/2023 10:59 AM
KATHLEEN E. ROUN	Finance Director	06/08/2023 10:53 AM
LAURA L. HAM	Budget Manager	06/06/2023 12:36 PM
Kimberly A. Leser	District Engineer	06/02/2023 10:15 AM
KENNITH R. ROUN	Department Manager	06/01/2023 2:28 PM
Greg Sale	Requester	06/01/2023 2:16 PM

This Purchase Order Authorizes the purchase of the items or services in the quantities and the amounts specified above by the purchaser identified above on the presentation of proper identification at time of purchase.

The Purchase Order number must appear on billing invoices and packages and billing of the purchase must be submitted to the address shown above.

NPBCID is exempt from payment of State sales tax under Exemption 85-8012560376C-1 Exp. 5-31-23.

Annual Contracts-Work shall be completed in accordance with existing Agreement between Northern and Vendor listed herein. Payment shall be in accordance with said agreement, attached scope and budget. Payment for work shall not exceed the herein authorized fee without an approved written change to this Purchase Order.

UNIT NO. 11 – PGA NATIONAL

STATUS REPORT

UNIT NO. 16 – PALM BEACH PARK OF COMMERCE

STATUS REPORT



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Kimberly A. Leser, P.E., District Engineer

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Change Order No. 1 to J.W. Cheatham, LLC
Purchase Order No. 23-281
Venture Way Extension Project

Background

On January 25, 2023, Northern approved an Award of Contract to J.W. Cheatham, LLC to construct the extension of Venture Way within the Park Beach Park of Commerce. The contract work includes Public Improvements consisting of earthwork, paving, grading and drainage and Private Improvements consisting of the installation of potable water and sanitary sewer facilities. Change Order No. 1 is associated with modifications to the proposed potable water facilities being installed as part of the contract work. J.W. Cheatham, LLC has provided a proposal for \$76,821.00 to complete the required modifications as part of the contract and the Project Engineer has approved the proposal. The change order also includes an increase in the contract time of 45 days due to delays associated with the required modifications to the potable water facilities.

Fiscal Impact

Northern entered into Funding Agreement No. 3 with the landowner, PB44 FL, LLC, in December 2022 to fund the private improvement components of the bid. At that time, 125% of the estimated cost to construct the private components (\$590,006.25) was provided by the landowner. The bid for the Private Improvements cost came in just over \$38,000 less than the engineer's estimate. Therefore, Northern currently has funding to cover Change Order No. 1 along with an additional 18% of the original private improvements bid to cover future contingencies.

Recommendation

The District Engineer recommends approval of Change Order No. 1 for an increase of \$76,821.00 in Private Improvements cost and an additional 45 days of contract time to J.W. Cheatham, LLC.

CHANGE ORDER

No. 1

PROJECT: Unit No. 16 Venture Way Extension Project

DATE: 6/12/2023

OWNER: Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL

OWNER's Contract No.: PRJ 633

PROJECT ENGINEER: Kimley-Horn and Associates, Inc.

CONTRACTOR: J.W. Cheatham, LLC.

You are directed to make the following changes in the Contract Documents.

Description: Construct two line stops for the purpose of replacing a non-functioning gate valve and removal of the existing 12-inch PVC water pipe found within the project limits. Construct all other associated work as described on revised plan sheets C1.00 and C3.00, Plan Revision No. 3.

Reason for Change Order: Construction plans show connection of the new 12-inch water main to the existing watermain stubbed to project site from the existing 12-inch water main located on east side of Park of Commerce Blvd. The existing gate valve that serves this planned connection was found to be non-functioning thus preventing connection with the new watermain. As the condition of the existing PVC water main was of concern to the PBPOC Engineer, all existing 12" water main within project limits will be removed and replaced with new 12" PVC pipe.

**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

June 12, 2023

Northern Palm Beach County Improvement District
359 Hiatt Dr.
Palm Beach Gardens, FL 33418

Attn: Ms. Kimberly Leser, P.E.

Re: **Unit 16 – Palm Beach Park of Commerce (PBPOC) Venture Way Extension Project**
Watermain Gate Valve on East Side of Park of Commerce Blvd

Dear Ms. Leser:

As requested I submit the following change order request for installing a watermain gate valve on the east side of Park of Commerce Blvd at the above referenced project:

Remobilization	1 LS	@	\$4,235.00 /LS	\$4,235.00
Survey and Asbuilts	1 LS	@	\$1,000.00 /LS	\$1,000.00
MOT	1 LS	@	\$3,175.00 /LS	\$3,175.00
2" Asphalt Patch	110 SY	@	\$58.00 /SY	\$6,380.00
16" Baserock	110 SY	@	\$34.00 /SY	\$3,740.00
Grade Distrubed Areas	1 LS	@	\$1,950.00 /LS	\$1,950.00
Bahia Sod	100 SY	@	\$2.60 /SY	\$260.00
Thermoplastic, Standard, White, Solid, 6"	100 LF	@	\$1.00 /LF	\$100.00
Connect to Existing 12" Water Main	1 EA	@	\$3,350.00 /EA	\$3,350.00
12" PVC Water Main	86 LF	@	\$173.00 /LF	\$14,878.00
1" Water Service with 1" RPZ	1 EA	@	\$5,280.00 /EA	\$5,280.00
45 Degree Bend	2 EA	@	\$1,100.00 /EA	\$2,200.00
Double Linstop	1 EA	@	\$22,000.00 /EA	\$22,000.00
Removal of Existing 12" Water Main	289 LF	@	\$17.00 /LF	\$4,913.00
Removal of 1" Water Service	80 LF	@	\$17.00 /LF	\$1,360.00
			TOTAL:	\$74,821.00
CONTINGENCY				
Replace Curb (Handwork) and/or 6" Sidewalk	20 LF	@	\$100.00 /LF	\$2,000.00

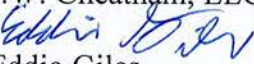
**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

Qualifications:

1. Permits and testing are not included.
2. Additional contract time to be added from date underground crew halted work on 5/9/2023 till date of remobilization.
3. Milling and paving is not included.
4. No item included unless specifically stated.
5. Bid price is good for thirty (30) days.
6. Price is based on the following plans and specs:
 - a. Plans labeled "Unit 31: Venture Way Extension West of Park of Commerce Blvd" by Kimley-Horn and Associates. Dated 5/31/2023 with revisions 1 & 3 Consisting of 2 pages (Sheet C1.00 & C3.00)
 - b. Northern Palm Beach County Improvement District specification sheets labeled "Asphalt Pavement Joint" dated 3/2013 and "Pavement Replacement Detail" dated 7/2022

Please call should you have any questions.

Sincerely,
J.W. Cheatham, LLC

Eddie Giles
Project Manager



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Kimberly A. Leser, P.E., District Engineer

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Acceptance of Water Management Maintenance Easement Associated
with Palm Beach Park of Commerce-Woodmont Parcel A – PER-16-173

Background

Wetland Preserve Tracts 4, 5 & 6 were dedicated to Northern on the Palm Beach Park of Commerce Planned Industrial Park Development (PBPOC PIPD) Plat No. 1 in 1987. Easements for maintenance access along the sides of these preserve tracts were not included in the provided dedications with PBPOC PIPD Plat No. 1. The design and permitting of the development adjacent site, referenced as Palm Beach Park of Commerce-Woodmont Parcel A – PER-16-173, is being completed at this time. As a condition of approval, the property owner has been requested to provide a Water Management Maintenance Easement by means of separate instrument to allow legal access for Northern to maintain the adjacent Wetland Preserve Tracts. The sketches and descriptions for the Water Management Maintenance Easement have been reviewed by Keshavarz & Associates, Inc., (which is under contract with Northern to perform plat and survey services and reviews) and its approval letter is attached.

Fiscal Impact

There are no fiscal impacts relating to the acceptance of the Water Management Maintenance Easement.

Recommendation

The District Engineer recommends acceptance of the attached Water Management Maintenance Easement.



Mrs. Kimberly Leser, P.E.
District Engineer
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL. 33418

June 3, 2023

K&A Project No. 21-1390
Via Email: kim@npbcid.org

Subject: Palm Beach Park of Commerce, P.I.P.D. – Plat 21
Unit of Development 16
Permit No: 16-173

Dear Mrs. Leser:

Keshavarz & Associates, Inc. reviewed the submitted sketch and legal description document associated with the above referenced plat to include digitally signed and sealed pdf copies of:

1. The sketch and legal descriptions depicting and describing the proposed 15.0' Water Management Maintenance Easement, entitled 8700- NPBCID WMME (V2).pdf as supported by the cad file entitled 8700- NPBCID WMME (V2).dwg.

The above referenced sketch and legal description, describing two parcels within Parcel A, Palm Beach Park of Commerce, P.I.P.D. – Plat 21, Plat Book 130, Pages 66 through 68, Public Records, Palm Beach County, Florida, was submitted to our office for review by Northern Palm Beach County Improvement District's Engineer via email on May 27, 2023.

The above referenced sketch and legal description for the requested Water Management Maintenance Easement associated with the above referenced project was reviewed by Keshavarz & Associates, Inc. who is under contract with the District to perform plat and associated document reviews. Based on our review, we can approve the sketch and legal description as describing the requested easement area. We will attach the approved sketch, legal and easement agreement to the approval email for reference.

Also, please advise the petitioner to submit the executed easement agreement with the approved sketch and legal description exhibit to be presented to Northern Palm Beach County Improvement District's Board of Supervisors for approval. Upon the Board's approval, Northern shall execute the easement agreement and record into public record.

Upon recordation into the Public Records of Palm Beach County, Northern will provide the record information to the petitioner.

Should you have any questions or require any additional information, please contact our office.

Sincerely,

KESHAVARZ & ASSOCIATES, INC.

Scott F. Bryson

Scott F. Bryson, P.S.M.
Vice President

Prepared by and Return to:

Kenneth W. Edwards, Esquire
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, FL 33401

**WATER MANAGEMENT
MAINTENANCE EASEMENT**

THIS WATER MANAGEMENT MAINTENANCE EASEMENT (the "Easement") shall be effective as of the ____ day of _____, 2023 and is being granted by WPB Parcel A Owner, LLC, a Delaware Limited Liability Company, whose mailing address is 10100 Santa Monica Blvd, Suite 1000, Los Angeles, California 90067, (hereinafter referred to as the "Grantor"), to Northern Palm Beach County Improvement District, an independent special district of the State of Florida, whose address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as "Northern").

W I T N E S S E T H:

WHEREAS, Grantor is the record owner of that parcel of real property described in attached Exhibit "A" (the "Easement Area"); and,

WHEREAS, Northern is charged with the responsibility of managing various surface and stormwater, management improvements, including but not limited to a lake, canals, culverts, pipes, controls, littoral plantings, trees, shrubs and/or other related water management facilities, systems, structures, appurtenances and/or works (the "Improvements") located near or adjacent to the Easement Area; and,

WHEREAS, the Grantor intends by this Easement to grant to Northern the herein specified easements and rights in, over, under and upon the Easement Area.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are incorporated herein and made a part hereof.
2. **EASEMENT.** Grantor hereby grants to Northern for use by its authorized employees, consultants, agents, contractors, sub-contractors, and suppliers, a perpetual non-exclusive easement (the "Easement") in, over, under and upon the Easement Area for: (a) ingress and egress of personnel and vehicles, equipment, supplies and materials which may be temporarily stored or parked upon the Easement Area, and (b) the management, operation, testing, inspection, maintenance, repair, replacement, removal, enlargement, storage and upgrade of the Improvements located therein, thereon or adjacent thereto.

3. **PLANTS, STRUCTURES.** The Grantor and its successors and assigns shall not plant any trees, shrubs or plants, nor build, construct or install any facility, fence, pad or structure in, over, under or upon the Easement Area unless previously authorized in a written permit issued by Northern. The Grantor shall be responsible for maintaining the grass and all other permitted trees, shrubs, plants, facilities, fences, pads or structures located on or within the Easement Area without recourse to Northern.

4. **ASSIGNMENT.** Northern shall not sell, assign or transfer any of its rights or easements granted hereunder, either directly or indirectly, without the prior written consent of the Grantor or the then fee title owner of the subject Easement Area, as the case may be, and any attempt to do so shall be null and void, except that said prohibition shall not apply to an assignment or transfer by Northern to a governmental entity or agency.

5. **WARRANTY OF TITLE.** Grantor does hereby fully warrant that it owns fee simple title to the Easement Area and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, and that Grantor has good right and lawful authority to grant the herein described easements and authorizations.

6. **RELEASE OF EASEMENT.** A material provision to the granting of these rights and the Easement is the agreement that in the event Northern should subsequently determine that it no longer requires all or any portion of the easements or rights granted herein, then in such event said rights, easements or any portion thereof which is no longer required for the Easement may be terminated and released by Northern without the requirement for payment of consideration for said release.

The aforementioned termination or release of a right, easement or portion thereof, shall not be effective until such time as Northern has received a written request from the then fee simple title owner(s) of the subject Easement Area for which such a determination is requested and the recording of a written release, termination or other appropriate instrument issued by Northern as to the right, easement or portion thereof which is being released from this Easement.

7. **SUCCESSORS AND ASSIGNS.** Where the context of this easement allows or permits, the terms "Grantor" and "Northern" shall also include their successors, grantees and assigns.

8. **MODIFICATIONS.** Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of a party in such format that is subject to recording of Public Record.

9. **ENFORCEMENT.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees, and costs.

10. **CONSTRUCTION.** The parties acknowledge that each has shared equally in the drafting and construction of this Easement and, accordingly, no Court construing this Easement shall construe it more strictly against one party than the other and every covenant, term and

provision of this Easement shall be construed simply according to its fair meaning.

11. **GOVERNING LAW AND VENUE.** The easements, warranties, covenants, authorizations and agreements contained herein shall run with the land and be governed by the laws of the State of Florida as now and hereafter in force. Further, venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

12. **WAIVER BY JURY TRIAL.** The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Easement and agree that they shall not elect a trial by jury. The parties have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of the availability of competent legal counsel.

13. **EFFECTIVE DATE.** This Easement shall be effective as of the last day it is signed by both parties hereto.

Executed by the Grantor this 19th day of June, 2023.

Signed, Sealed and Delivered
subscribing witnesses:

WPB Parcel A Owner, LLC

Ariana Ruiz
Witness

By: West Palm Beach Industrial Investors
Holdings, LLC

Ariana Ruiz
Printed Name

Title: Member

Matthew Hanzl
Witness

By: [Signature]

Matthew Hanzl
Printed Name

Print: Eric Witmond

Title: Manager

STATE OF New Jersey

COUNTY OF Essex

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of June, 2023, by Eric Witmond, as Manager.

(Notary Seal)



Christine Marsh
Notary Public State of ~~Florida~~

New Jersey

Print/Type/Stamp Name

Personally Known OR Produced Identification

Type of Identification Produced _____.

A C C E P T A N C E

Northern Palm Beach County Improvement District, by and through its undersigned authorized officer does hereby accept and consent to the terms and conditions of this Easement this _____ day of _____, 2023.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

EXHIBIT "A"

THE EASEMENT AREA

[SEE ATTACHED]

EXHIBIT "A"

DESCRIPTION:

BEING A PORTION OF PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGES 66 THROUGH 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S09°52'10"W, A RADIAL DISTANCE OF 7,599.50 FEET; THENCE EASTERLY ALONG THE ARC AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 172 OF SAID PUBLIC RECORDS, THROUGH A CENTRAL ANGLE OF 00°06'56", A DISTANCE OF 15.32 FEET TO A POINT OF NON-TANGENCY; THENCE S01°56'39"E, A DISTANCE OF 180.67 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S64°41'02"W, A RADIAL DISTANCE OF 265.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 61°46'05", A DISTANCE OF 285.68 FEET TO A POINT OF NON-TANGENCY; THENCE N88°24'20"W, A DISTANCE OF 121.38 FEET; THENCE N23°22'42"W, A DISTANCE OF 103.20 FEET; THENCE N89°41'05"W, A DISTANCE OF 197.89 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF A WATER MANAGEMENT EASEMENT, AS SHOWN ON SAID PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21; THENCE ALONG SAID EAST LINE, N05°11'44"W, A DISTANCE OF 15.07 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY LINE OF SAID PARCEL A; THENCE ALONG SAID WEST BOUNDARY LINE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S89°41'05"E, A DISTANCE OF 209.15 FEET; THENCE S23°22'42"E, A DISTANCE OF 103.44 FEET; THENCE S88°24'20"E, A DISTANCE OF 103.84 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N55°19'34"W, A RADIAL DISTANCE OF 250.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 60°41'29", A DISTANCE OF 264.82 FEET TO A POINT OF NON-TANGENCY; THENCE N01°56'39"W, A DISTANCE OF 186.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,176 SQUARE FEET OR 0.3025 ACRES, MORE OR LESS.

TOGETHER WITH:

BEGINNING (P.O.B. #1) AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST AND SOUTH BOUNDARY LINES AND CURVES OF SAID PARCEL A, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES: THENCE S06°15'06"W, A DISTANCE OF 146.66 FEET; THENCE S48°08'56"W, A DISTANCE OF 43.24 FEET; THENCE S76°00'54"W, A DISTANCE OF 56.68 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 58°38'46"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 179.12 FEET TO A POINT OF TANGENCY; THENCE S17°22'08"W, A DISTANCE OF 100.89 FEET; THENCE S14°22'21"E, A DISTANCE OF 203.74 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 08°06'11"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 24.75 FEET TO A POINT OF NON-TANGENCY; THENCE S51°28'13"W, A DISTANCE OF 538.62 FEET; THENCE N19°52'18"W, A DISTANCE OF 50.48 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 77°37'02"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 135.47 FEET TO A POINT OF TANGENCY; THENCE S82°30'40"W, A DISTANCE OF 147.76 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 15°10'27"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 99.31 FEET TO A POINT OF INTERSECTION WITH SAID EAST LINE OF A WATER MANAGEMENT EASEMENT AND TO A POINT OF NON-TANGENCY; THENCE ALONG SAID EAST LINE OF A WATER MANAGEMENT EASEMENT, N39°23'27"W, A DISTANCE OF 22.58 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT,

THIS IS NOT A SURVEY DESCRIPTION CONTINUED ON SHEET 2

SHEET 1 OF 9



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

**PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT MAINTENANCE EASEMENT
SKETCH AND DESCRIPTION**

DATE 4/25/2023

DRAWN BY SAS

F.B./ PG. N/A

SCALE NONE

JOB NO. 8700- NPBCID WMME

DESCRIPTION: (CONTINUED)

OF WHICH THE RADIUS POINT LIES N10°19'05"E, A RADIAL DISTANCE OF 360.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 17°48'25", A DISTANCE OF 111.88 FEET TO A POINT OF TANGENCY; THENCE N82°30'40"E, A DISTANCE OF 147.76 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 115.00 FEET AND A CENTRAL ANGLE OF 77°37'02"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 155.79 FEET TO A POINT OF TANGENCY; THENCE S19°52'18"E, A DISTANCE OF 29.58 FEET; THENCE N51°28'13"E, A DISTANCE OF 506.78 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N70°57'35"E, A RADIAL DISTANCE OF 190.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°40'04", A DISTANCE OF 15.48 FEET TO A POINT OF TANGENCY; THENCE N14°22'21"W, A DISTANCE OF 208.00 FEET; THENCE N17°22'06"E, A DISTANCE OF 105.15 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 58°38'46"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 194.48 FEET TO A POINT OF TANGENCY; THENCE N76°00'54"E, A DISTANCE OF 52.96 FEET; THENCE N48°08'56"E, A DISTANCE OF 33.78 FEET; THENCE N06°15'06"E, A DISTANCE OF 141.12 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N07°15'05"E, A RADIAL DISTANCE OF 2,006.21 FEET; THENCE EASTERLY ALONG THE ARC AND ALONG SAID SOUTH RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH, THROUGH A CENTRAL ANGLE OF 00°25'42", A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING #1.

CONTAINING 25,715 SQUARE FEET OR 0.5903 ACRES, MORE OR LESS.
 TOTALLY CONTAINING 38,891 SQUARE FEET OR 0.8928 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N89°22'37"W, ALONG THE LINE BETWEEN PALM BEACH COUNTY SURVEY SECTION HORIZONTAL CONTROL POINTS "PAN" AND "FROG", RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 25, 2023. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 2 OF 9

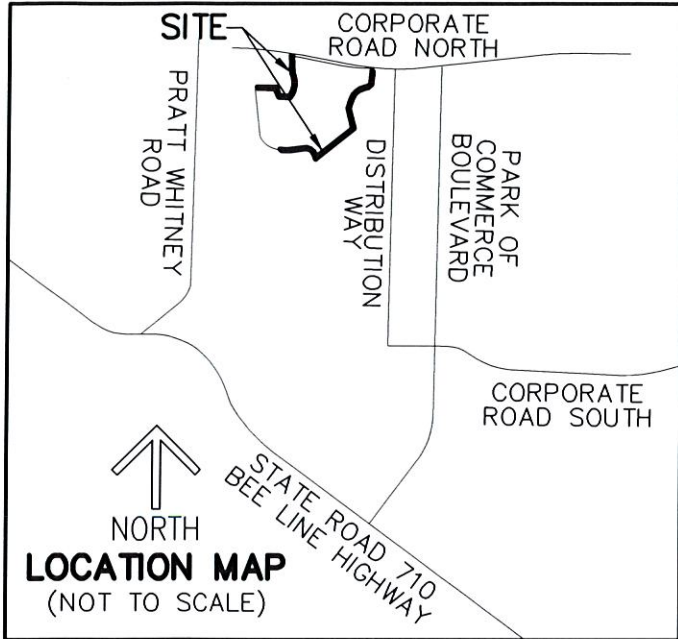


CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

**PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
 NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
 WATER MANAGEMENT MAINTENANCE EASEMENT
 SKETCH AND DESCRIPTION**

DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 L.B. 3591

DATE	4/25/2023
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	8700- NPBCID WMME



SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST

NOTES
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
 DATUM = NAD 83 (90 ADJUSTMENT)
 ZONE = FLORIDA EAST
 LINEAR UNIT = U.S. SURVEY FEET
 COORDINATE SYSTEM 1983 STATE PLANE
 TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND, UNLESS OTHERWISE NOTED
 SCALE FACTOR = 1.00000420
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
 BEARINGS AS SHOWN HEREON ARE GRID DATUM,
 NAD 83 (1990 ADJUSTMENT), FLORIDA EAST ZONE.

LEGEND/ABBREVIATIONS

- P.O.B. - POINT OF BEGINNING
- L.B. - LICENSED BUSINESS
- PBC - PALM BEACH COUNTY
- Δ - DELTA (CENTRAL ANGLE)
- R - RADIUS
- L - ARC LENGTH
- LSE - LIFT STATION EASEMENT
- P.I.P.D. - PLANNED INDUSTRIAL PARK DEVELOPMENT
- NPBCID - NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
- LAE - LAKE ACCESS EASEMENT
- WME - WATER MANAGEMENT EASEMENT
- UE - UTILITY EASEMENT
- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - PLAT BOOK
- PG(S). - PAGE(S)
- N - NORTHING (WHEN USED WITH COORDINATES)
- E - EASTING (WHEN USED WITH COORDINATES)
- NAD - NORTH AMERICAN DATUM
- ⊕ - CENTERLINE

THIS IS NOT A SURVEY

SHEET 3 OF 9



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
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PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT MAINTENANCE EASEMENT
SKETCH AND DESCRIPTION

DATE	4/25/2023
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	8700- NPBCID WME

EXHIBIT "A"

WETLANDS PRESERVATION TRACT 2
(P.B. 60, PGS. 49-50)

LOT 1
PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT III
(P.B. 103, PGS. 132-133)

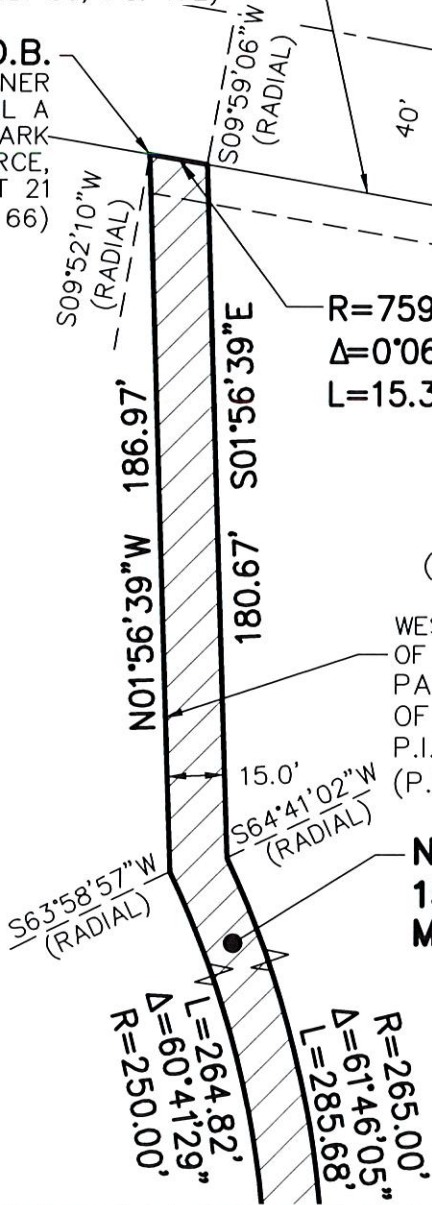
SOUTH R/W LINE OF CORPORATE ROAD NORTH PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1
(P.B. 56, PG. 172)

P.O.B. NORTHWEST CORNER OF PARCEL A PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
(P.B. 130, PG. 66)

WETLANDS PRESERVATION TRACT 4
PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1
(P.B. 56, PG. 172)

CORPORATE ROAD NORTH
80' PUBLIC R/W
(P.B. 56, PG. 172)

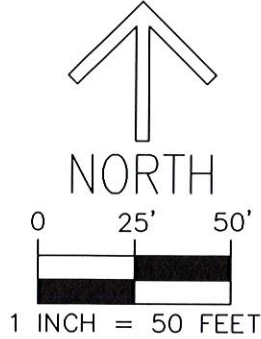
MERCANTILE COURT
80' PUBLIC R/W
(P.B. 103, PGS. 132-133)



WEST BOUNDARY LINE OF PARCEL A PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
(P.B. 130, PG. 66)

NPBCID
15' WATER MANAGEMENT MAINTENANCE EASEMENT

PARCEL A
PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
(P.B. 130, PG. 66)

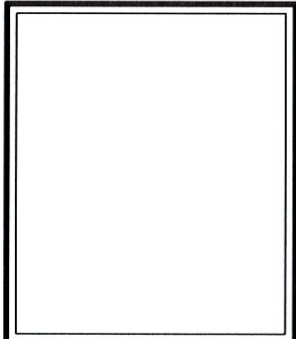


THIS IS NOT A SURVEY

MATCHLINE SEE SHEET 5

SHEET 4 OF 9

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	4/25/2023
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=50'
JOB NO.	8700- NPBCID WMME

PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT MAINTENANCE EASEMENT
SKETCH AND DESCRIPTION

EXHIBIT "A"

PBC HORIZONTAL
CONTROL POINT "FROG"
PUBLISHED COORDINATES
N 938396.8880
E 890906.9110

**WETLANDS PRESERVATION TRACT 4
PALM BEACH PARK OF COMMERCE,
P.I.P.D., PLAT NO. 1**

(P.B. 56, PG. 172)

PBC HORIZONTAL
CONTROL POINT "PAN"
PUBLISHED COORDINATES
N 938366.5730
E 893694.5250

**MATCHLINE
4
SEE SHEET 4**

N89°22'37"W
(BEARINGS BASIS) 2787.77' (GROUND)
2787.78' (GRID)

S18°49'08"W
2251.41' (GROUND)
2251.42' (GRID)

N05°11'44"W
15.07'

**NPBCID
15' WATER MANAGEMENT
MAINTENANCE EASEMENT**

WEST BOUNDARY LINE
OF PARCEL A
PALM BEACH PARK
OF COMMERCE,
P.I.P.D. - PLAT 21
(P.B. 130, PG. 66)

R=250.00'

Δ=60°41'29"

L=264.82'

S89°41'05"E 209.15'

15.0'

197.89' N89°41'05"W

S23°22'42"E
103.44'
N23°22'42"W
103.20'

S88°24'20"E
103.84'

N55°19'34"W
(RADIAL)

EAST LINE OF WATER
MANAGEMENT EASEMENT
PALM BEACH PARK
OF COMMERCE,
P.I.P.D. - PLAT 21
(P.B. 130, PG. 66)

121.38'
N88°24'20"W

N53°32'53"W
(RADIAL)

R=265.00'

Δ=61°46'05"

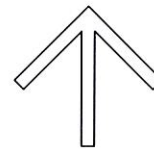
L=285.68'

WEST LINE OF PARCEL A
PALM BEACH PARK
OF COMMERCE,
P.I.P.D. - PLAT 21
(P.B. 130, PG. 66)

**PARCEL A
PALM BEACH PARK OF
COMMERCE, P.I.P.D. - PLAT 21**
(P.B. 130, PG. 66)

WATER MANAGEMENT EASEMENT
(P.B. 130, PG. 66)

CANAL TRACT 4
(P.B. 56, PG. 172)



NORTH

0 25' 50'



1 INCH = 50 FEET

THIS IS NOT A SURVEY

SHEET 5 OF 9



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT MAINTENANCE EASEMENT
SKETCH AND DESCRIPTION**

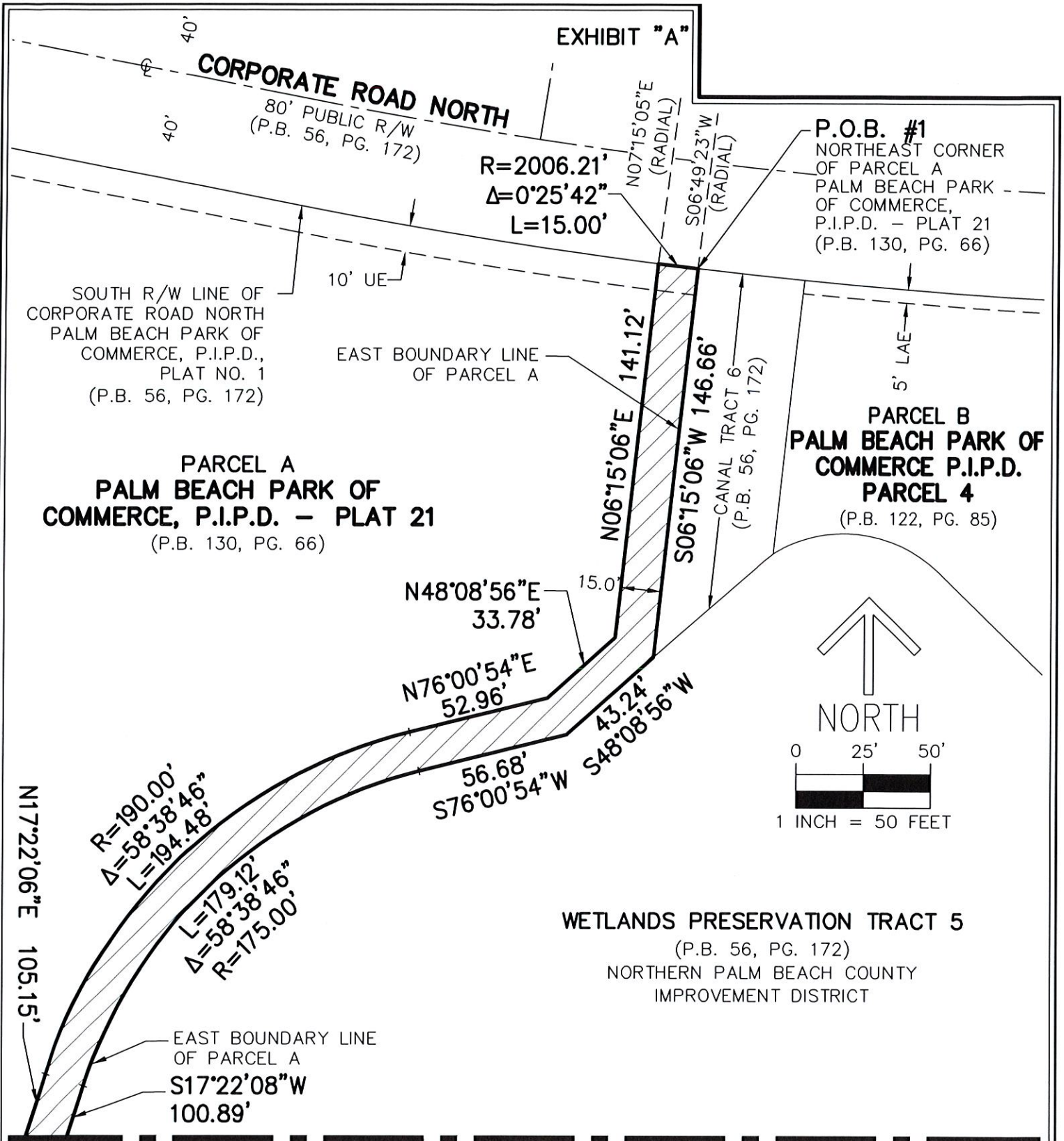
DATE 4/25/2023

DRAWN BY SAS

F.B./ PG. N/A

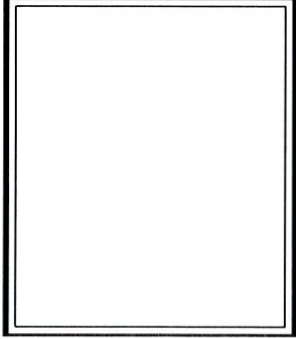
SCALE 1"=50'

JOB NO. 8700- NPBCID WMME



THIS IS NOT A SURVEY MATCHLINE SEE SHEET 7 SHEET 6 OF 9

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING — LAND PLANNING
 LANDSCAPE ARCHITECTURE — SURVEYING
 7900 GLADES ROAD — SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	4/25/2023
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=50'
JOB NO.	8700- NPBCID WMME

PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D. — PLAT 21
 NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
 WATER MANAGEMENT MAINTENANCE EASEMENT
 SKETCH AND DESCRIPTION

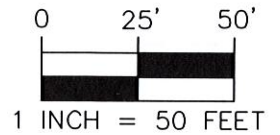
MATCHLINE
SEE SHEET 6

EXHIBIT "A"

WETLANDS PRESERVATION TRACT 5

(P.B. 56, PG. 172)

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT



MATCHLINE SEE SHEET 8
(P.B. 130, PG. 66)

PARCEL A

R=190.00'
Δ=4°40'04"
L=15.48'
N70°57'35"E
(RADIAL)

R=175.00'
Δ=8°06'11"
L=24.75'

PUBLISHED COORDINATES
(P.B. 130, PG. 66)
N 935813.5731
E 891242.5211

PBC HORIZONTAL CONTROL
POINT "POWER"
PUBLISHED COORDINATES
N 935686.1330
E 892643.7170

N51°28'13"E
506.78'
S51°28'13"W
538.62'

N67°31'28"E (RADIAL)

N84°48'11"W
1406.98' (GRID)
1406.97' (GROUND)

SOUTH BOUNDARY LINE
OF PARCEL A

PBC HORIZONTAL CONTROL
POINT "RAILS END"
PUBLISHED COORDINATES
N 933156.2920
E 892572.8720

N01°36'15"E
2530.83' (GRID)
2530.82' (GROUND)

PARCEL B
PALM BEACH PARK OF
COMMERCE P.I.P.D. PARCEL 4
(P.B. 122, PAGE 85)

CANAL TRACT 5
(P.B. 56, PG. 172)

THIS IS NOT A SURVEY

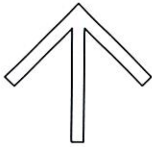
SHEET 7 OF 9



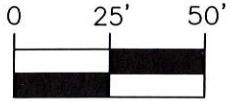
CAULFIELD & WHEELER, INC.
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PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT MAINTENANCE EASEMENT
SKETCH AND DESCRIPTION

DATE	4/25/2023
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=50'
JOB NO.	8700- NPBCID WMME



NORTH

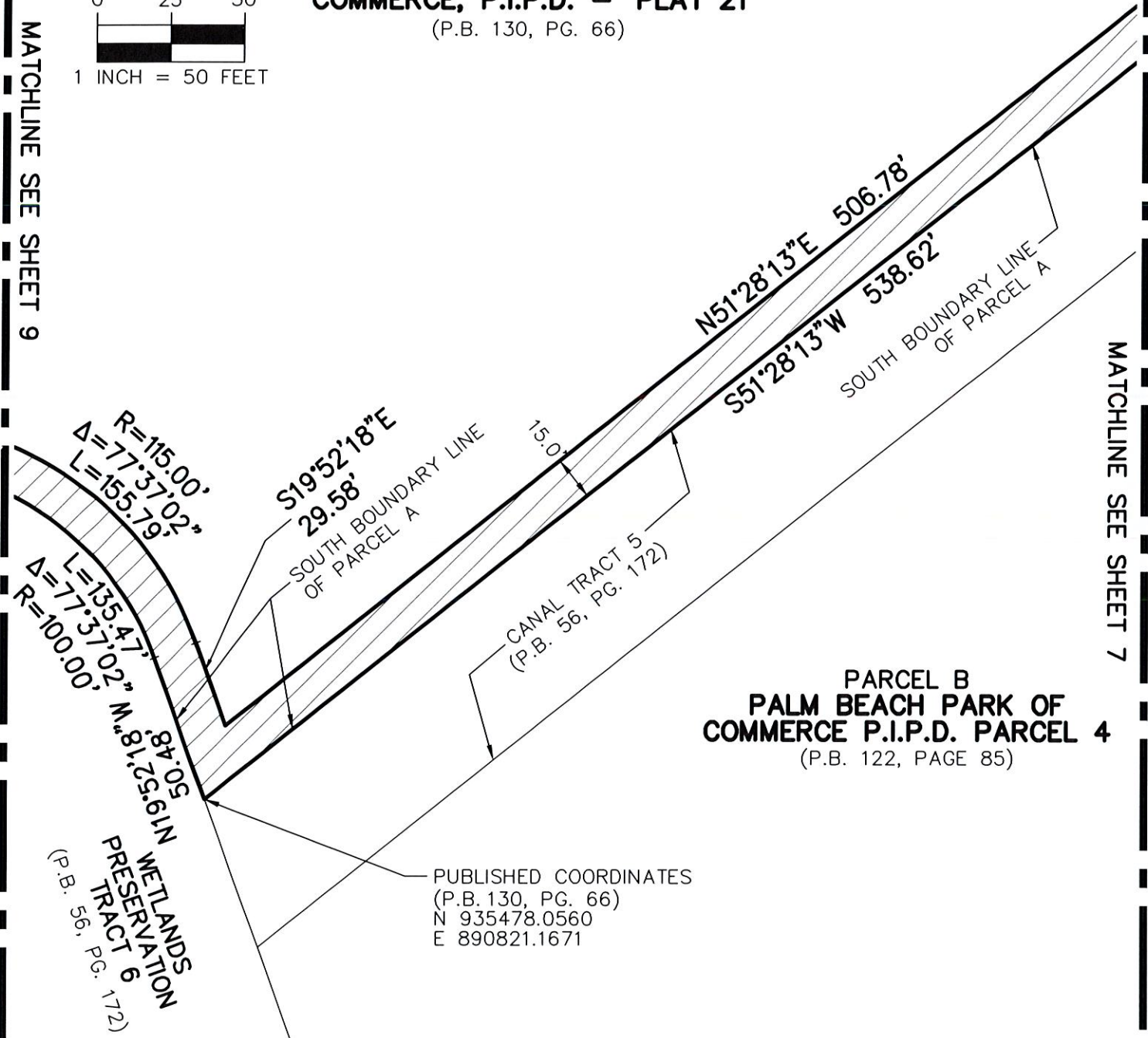


1 INCH = 50 FEET

**PARCEL A
PALM BEACH PARK OF
COMMERCE, P.I.P.D. - PLAT 21**
(P.B. 130, PG. 66)

MATCHLINE SEE SHEET 9

MATCHLINE SEE SHEET 7



THIS IS NOT A SURVEY

**PARCEL B
PALM BEACH PARK OF
COMMERCE P.I.P.D. PARCEL 4**
(P.B. 122, PAGE 85)

SHEET 8 OF 9



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100
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PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT MAINTENANCE EASEMENT
SKETCH AND DESCRIPTION

DATE 4/25/2023

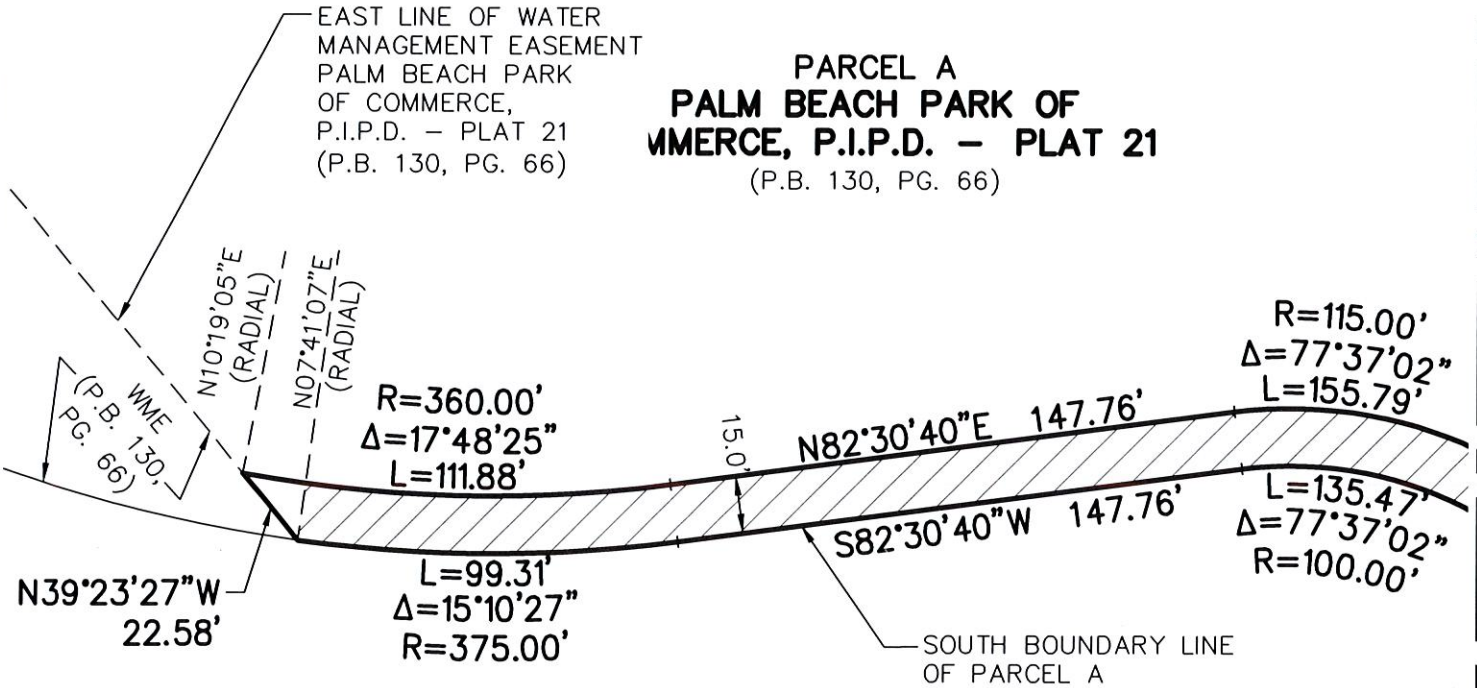
DRAWN BY SAS

F.B./ PG. N/A

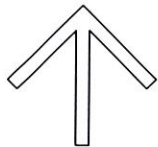
SCALE 1"=50'

JOB NO. 8700- NPBCID WMME

**PARCEL A
PALM BEACH PARK OF
COMMERCE, P.I.P.D. - PLAT 21**
(P.B. 130, PG. 66)



**WETLANDS PRESERVATION TRACT 6
PALM BEACH PARK OF COMMERCE,
P.I.P.D., PLAT NO. 1**
(P.B. 56, PG. 172)



NORTH



1 INCH = 50 FEET

MATCHLINE SEE SHEET 8

THIS IS NOT A SURVEY

SHEET 9 OF 9



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

**PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 21
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT MAINTENANCE EASEMENT
SKETCH AND DESCRIPTION**

DATE 4/25/2023

DRAWN BY SAS

F.B./ PG. N/A

SCALE 1"=50'

JOB NO. 8700- NPBCID WMME

This Instrument Prepared by
and to be Returned to:
Kenneth W. Edwards, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, FL 33401

MORTGAGEE'S CONSENT AND SUBORDINATION

Hartford Fire Insurance Company, a Connecticut corporation (the "Mortgagee") hereby certifies that it is the owner of that mortgage recorded in O.R. Book 34371 at Page 916 of the Official Records of Palm Beach County, Florida (the "Mortgage"), that encumbers some or all of the real property subject to and described in the attached Easement.

The Mortgagee hereby consents to the grant of the attached Easement over the real property described therein.

The Mortgagee hereby agrees that its Mortgage, Mortgage note and any amendments thereto and associated security documents which by way of example but not limitation may include security agreements, assignments of lease and rents, fixture filings and collateral assignments of developer's rights, shall be subject to the attached Easement and that the lien and operation of the Mortgage, Mortgage note and such security documents are subordinate to said Easement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]


[Signature Page to Mortgagee's Consent and Subordination]

IN WITNESS WHEREOF, the Mortgagee on this _____ day of June, 2023. has caused these presents to be signed by its undersigned authorized officer and its corporate seal to be affixed hereon.

MORTGAGEE:

HARTFORD FIRE INSURANCE COMPANY,
a Connecticut corporation

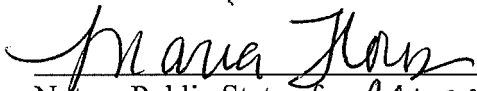
By: Hartford Investment Management Company, a
Delaware corporation,
its investment manager

By: 
Name: Timothy D. Walsh
Title: Senior Vice President

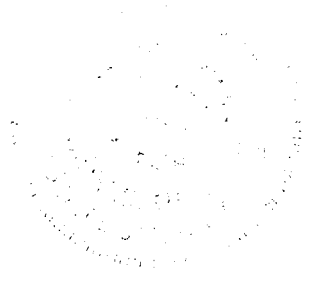
STATE OF CONNECTICUT)
)ss:
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of June 2023, by Timothy D. Walsh, a Senior Vice President of Hartford Investment Management Company, a Delaware corporation, the investment manager of Hartford Fire Insurance Company, a Connecticut corporation.

(Notary Seal)


Notary Public State of Connecticut
Maria Flores
Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____



[Signature Page to Mortgagee's Consent and Subordination]



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: C. Danvers Beatty, P.E., Executive Director

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Extension of Annual Service Contract with WGI, Inc.

Background

WGI, Inc. is Northern's Environmental Liaison Services contractor for review of large projects in Unit 16, Palm Beach Park of Commerce, and also issues the Environmental Liaison Annual Report for that Unit. In February of 2022, Northern's Board approved the Fourth Amendment to the Environmental Liaison contract with WGI, Inc. This will be the first of four potential extensions to their contract for Environmental Liaison services.

Fiscal Impact

Expenditures associated with this contract will be accounted for in the 2023/2024 FY budget and subsequent approved budgets.

Recommendation

Northern Staff recommends approval of the first extension of the contract for Environmental Liaison services with WGI, Inc.

UNIT NO. 20 – JUNO ISLES

STATUS REPORT

**UNIT OF DEVELOPMENT NO. 20
REGULAR AGENDA
DISBURSEMENT NO. 211A
JUNE 28, 2023**

	<u>EIPC</u>	<u>TOTALS</u>
ENGINEERING:		
WGI, Inc. (Wantman Group)	<u>1,404.71</u>	
(R and R Salinity Weir PO#21-814)		1,404.71
	<u>1,404.71</u>	<u>1,404.71</u>

**UNIT OF DEVELOPMENT NO. 43
REGULAR AGENDA
DISBURSEMENT NO. 211B
JUNE 28, 2023**

	<u>EIPC</u>	<u>TOTALS</u>
ENGINEERING:		
WGI, Inc. (Wantman Group)		
(Boardwalk Repairs PO#23-48)	<u>4,739.00</u>	4,739.00
	<u>4,739.00</u>	<u>4,739.00</u>

UNIT NO. 53 – ARDEN

STATUS REPORT



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Katie Roundtree, Director of Finance & Administration

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Presentation of Fiscal Year 2023/2024 Annual Budget and Consideration of TRIM Resolution (2023-03)

Background

The Proposed Budget for Fiscal Year 2023/2024 was presented at the May 24, 2023 Board meeting. Staff has received and reviewed the 2023 tax roll from the Property Appraiser's Office. Changes in taxable acreage were very minor in most areas within the District. The rates presented at the May meeting have been modified to reflect the changes in the tax roll.

Attached are the Assessment Rates for TRIM (Truth in Millage) and the related Resolution. The Resolution allows for changes to the budget after its adoption. Any changes to the rates will then be brought back to the Board. The Assessment Rates will be considered again prior to final adoption.

Recommendation

Northern Staff recommends the Board approve the Proposed Budget for Fiscal Year 2023/2024 and Resolution 2023-03 for preparation of the Assessment Rates for TRIM.

Unit(s)	Description	23/24 Tax Per Assessable Unit PROPOSED			22/23 Tax Per Assessable Unit FINAL			Incr / (Decr)				Number of assessable units on tax roll	Definition of Assessable Unit
		Debt	Maint	TOTAL	Debt	Maint	TOTAL	Debt	Maint	TOTAL	%		
32 and 32A	ALL NON EXEMPT PARCELS	-	573.30	573.30	-	557.56	557.56	-	15.74	15.74	3%	29.0000	Nearest Whole Acre
33	ALL NON EXEMPT PARCELS	-	335.12	335.12	-	215.04	215.04	-	120.08	120.08	56%	79.0000	Nearest Whole Acre
34	PER CONDO	-	1,090.79	1,090.79	-	1,038.39	1,038.39	-	52.40	52.40	5%	20.0000	Nearest Whole Acre
34	SINGLE FAM	-	2,417.95	2,417.95	-	2,301.78	2,301.78	-	116.17	116.17	5%	73.0000	Nearest Whole Acre
38	ALL NON EXEMPT PARCELS	-	790.42	790.42	-	767.17	767.17	-	23.25	23.25	3%	99.0000	Nearest Whole Acre
41	ALL NON EXEMPT PARCELS - No Debt	-	201.05	201.05	-	127.76	127.76	-	73.29	73.29	57%	10.0000	Nearest Whole Acre
41	ALL NON EXEMPT PARCELS	-	201.05	201.05	-	127.76	127.76	-	73.29	73.29	57%	29.0000	Nearest Whole Acre
43	SINGLE FAM	2,707.66	2,084.80	4,792.46	2,712.60	1,914.86	4,627.46	(4.94)	169.94	165.00	4%	83.4207	Actual Acreage
43	MULTI FAM	1,635.56	3,232.09	4,867.65	1,638.55	2,968.64	4,607.19	(2.99)	263.45	260.46	6%	30.9283	Actual Acreage
43	SINGLE FAM OTHER	2,032.33	1,604.85	3,637.18	2,036.04	1,474.03	3,510.07	(3.71)	130.82	127.11	4%	279.5652	Actual Acreage
43	GOLF/PRIVATE	1,026.23	810.36	1,836.59	1,028.11	744.30	1,772.41	(1.88)	66.06	64.18	4%	327.6779	Actual Acreage
43	COMMERCIAL	4,782.00	5,041.54	9,823.54	4,790.73	4,630.59	9,421.32	(8.73)	410.95	402.22	4%	14.8688	Actual Acreage
43	CONDO	348.04	274.83	622.87	348.67	252.43	601.10	(0.63)	22.40	21.77	4%	32.0000	Nearest Whole Acre
44	GOLF COURSE	1,430.91	301.53	1,732.44	1,434.44	181.93	1,616.37	(3.53)	119.60	116.07	7%	122.0000	Nearest Whole Acre
44	RES COTTAGES	1,889.66	398.20	2,287.86	1,894.33	240.26	2,134.59	(4.67)	157.94	153.27	7%	24.0000	Nearest Whole Acre
44	SINGLE FAM RES	6,200.23	1,306.54	7,506.77	6,215.55	788.32	7,003.87	(15.32)	518.22	502.90	7%	46.0000	Per Parcel
44	SINGLE FAM RES - DBL LOT	12,400.46	2,613.08	15,013.54	12,431.10	1,576.64	14,007.74	(30.64)	1,036.44	1,005.80	7%	7.0000	Per Parcel
45	ALL NON EXEMPT PARCELS	860.40	1,449.95	2,310.35	867.56	1,327.65	2,195.21	(7.16)	122.30	115.14	5%	325.0000	Nearest Whole Acre
46	Sonoma Isles (fka Lakewood)	654.10	21.13	675.23	657.54	18.73	676.27	(3.44)	2.40	(1.04)	0%	275.0000	Nearest Whole Acre
46	Jupiter CC- Single Family Lots	1,099.57	72.56	1,172.13	1,101.33	64.10	1,165.43	(1.76)	8.46	6.70	1%	407.0000	Nearest Whole Acre
46	Jupiter CC-Multi Family Pod F Condos	1,079.50	71.23	1,150.73	1,081.23	62.93	1,144.16	(1.73)	8.30	6.57	1%	149.0000	Per Parcel
47	ALL NON EXEMPT PARCELS	-	121.14	121.14	-	104.63	104.63	-	16.51	16.51	16%	484.0000	Nearest Whole Acre
49	Parcels East of Congress	-	2,418.61	2,418.61	-	1,718.68	1,718.68	-	699.93	699.93	41%	30.8638	Actual Acreage
49	Parcels West of Congress	-	448.55	448.55	-	416.37	416.37	-	32.18	32.18	8%	36.8288	Actual Acreage
51	SINGLE FAM	-	650.97	650.97	-	649.76	649.76	-	1.21	1.21	0%	48.0000	Nearest Whole Acre
51	MULTI FAM	-	389.15	389.15	-	388.43	388.43	-	0.72	0.72	0%	30.0000	Nearest Whole Acre
53	Lots - Townhome residential	1,065.36	34.28	1,099.64	1,066.98	33.93	1,100.91	(1.62)	0.35	(1.27)	0%	374.0000	Nearest Whole Acre
53	Lots -SF residential - ZLL	1,421.83	45.76	1,467.59	1,423.98	45.28	1,469.26	(2.15)	0.48	(1.67)	0%	1,030.0000	Nearest Whole Acre
53	Lots -SF residential - traditional	1,514.09	48.73	1,562.82	1,516.38	48.22	1,564.60	(2.29)	0.51	(1.78)	0%	642.0000	Nearest Whole Acre
53	Undeveloped undifferentiated	4,072.75	131.07	4,203.82	4,156.39	132.16	4,288.55	(83.64)	(1.09)	(84.73)	-2%	89.5139	Actual Acreage

RESOLUTION NO. 2023-03

RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ADOPTING A PROPOSED FISCAL YEAR 2023/2024 BUDGET AND ASSESSMENT RATES FOR UTILIZATION BY THE PROPERTY APPRAISER IN PREPARING THE TRIM NOTICE REQUIRED BY SECTION 200.069, FLORIDA STATUTES

WHEREAS, Northern Palm Beach County Improvement District is an independent special district duly organized and validly existing under the Constitution and laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 2000-467, Laws of Florida, as amended and supplemented (together the “Act”); and

WHEREAS, the Board of Supervisors of Northern Palm Beach County Improvement District is authorized pursuant to the Act to levy non-ad valorem assessments upon certain designated lands lying within the jurisdictional boundaries of the District; and

WHEREAS, Northern Palm Beach County Improvement District has previously elected to use Florida Statute 197.3632 to levy and collect its non-ad valorem assessments; and

WHEREAS, Pursuant to Chapter 92-264, Laws of Florida, as amended and supplemented, Northern Palm Beach County Improvement District is required to provide the District’s proposed upcoming fiscal year’s non-ad valorem assessment rates expressed in dollars and cents per units of assessment, the associated non-ad valorem assessment amounts and the purpose of the non-ad valorem assessments to the Palm Beach County Property Appraiser by no later than August 1st of each year.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

1. Subject to the provisions of Chapter 197.3632 and as may be required to be modified pursuant to subparagraph 2 of this Resolution, the attached proposed fiscal year 2023/2024 budget, including assessment rates, assessment amounts and purposes of the assessments as set forth therein or as may be revised or extended in the future if said proposed budget is modified as hereinafter authorized, is hereby authorized for utilization by staff in the preparation and submission of information to the Property Appraiser for inclusion in the TRIM Notice that is issued annually pursuant to Section 200.069, Florida Statutes.

2. If following the adoption of this Resolution, it is determined that any one or more of the budget items contained in the proposed 2023/2024 budget needs to be modified (by either an increase or decrease in the budget amount) then in that event the Treasurer or Executive Director of Northern Palm Beach County Improvement District are each hereby individually authorized to make such adjustments (including extensions thereof for calculation of applicable assessment

rates, assessment amounts and purposes of the assessments), as deemed necessary in order to timely submit the District's proposed fiscal year 2023/2024 information in compliance with the provisions of Chapter 92-264, Laws of Florida, as amended and supplemented.

3. That the Executive Director or, if not available, the Director of Finance & Administration, is hereby directed to convey to the Palm Beach County Property Appraiser such information, in appropriate format, as is required to be submitted under Chapter 92-264, Laws of Florida, as amended and supplemented, and to execute any and all necessary certifications relating thereto.

4. That all Northern Palm Beach County Improvement District resolutions or parts of resolutions in conflict herewith are hereby repealed.

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

THIS RESOLUTION PASSED AND WAS ADOPTED THIS ____ DAY OF JUNE, 2023.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

By: _____
Matthew Boykin, President

ATTEST: _____
Assistant Secretary



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

MEMORANDUM

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Susan P. Scheff, District Clerk

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Public and Community Relations Board Report

Community Relations

1. Northern Staff attended the following meetings on behalf of the District:
 - Palm Beach County Chapter of Florida Government Finance Officers Association
 - Florida Association of Special Districts
 - Forum Club of the Palm Beaches
2. Northern Staff met with representatives of the following Units to discuss projects and provide information:

Unit 2C	Alton
Unit No. 3	Horseshoe Acres/Square Lake
Unit No. 5A	Vista Center of Palm Beach
Unit No. 11	PGA National
Unit No. 14	Eastpointe
Unit No. 15	Villages of Palm Beach Lakes
Unit No. 18	Ibis Golf & Country Club
Unit No. 19	Regional Center
Unit No. 23	The Shores
Unit No. 24	Ironhorse
Unit No. 29	North Fork Development
Unit No. 31	BallenIsles Country Club
Unit No. 45	Paseos

3. Northern Staff is continuing communication via email, in person and Zoom conferences, with Property Owners and Homeowners Associations to review their proposed 2024 Budgets.
4. Katie Roundtree and two of Northern's Finance Department interns attended the FGFOA Annual Property Appraiser Update and Meeting held at the Embassy Suites in West Palm Beach on June 22.

Training

1. Jay Kneiss attended the Florida Association of Special Districts Annual Conference held in Orlando from June 12 through June 15 and was elected to the FASD Board. Board Supervisor Ellen Baker also attended the conference and completed the Certified District Official's program.
2. Several members of Northern's Operations Staff attended a meeting entitled "Harnessing the Power of Intentional Communication", which is part of the Transformational Tuesday Business Development Training Series sponsored by Solid Waste Authority of Palm Beach County (SWA). The meeting was held at SWA Headquarters on June 27.

Media

1. Northern continues to submit a monthly article (attached) to the following newsletters through Seabreeze Publications*:

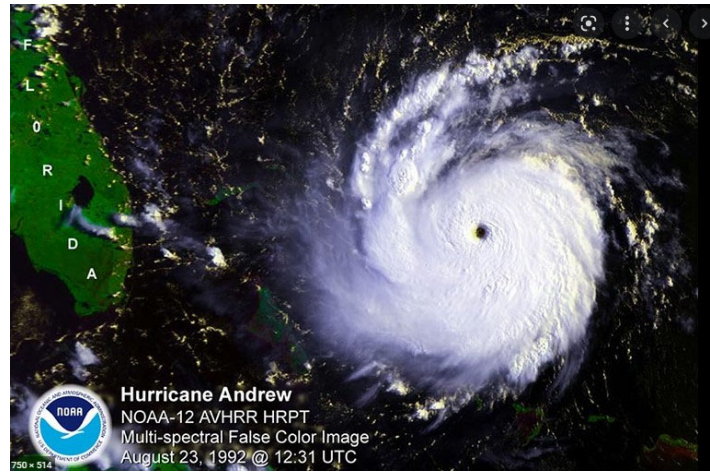
Unit No. 9A/9B, Abacoa newsletter;
Unit No. 11, PGA National CAN newsletter; and
Unit No. 23, The Shores of Jupiter newsletter.

*The publisher also chose to run the Northern Notes article in several additional local publications.

Northern Notes

by Katie Roundtree, Finance Director

Northern Palm Beach County Improvement District



Hurricane Facts and Trivia

It's that time of year when our thoughts turn to the tropics and we keep our fingers crossed for a quiet hurricane season. Below are some interesting facts about these giant storms to kick off the hurricane season.

Hurricanes, typhoons and tropical cyclones are all the same phenomenon. In the Pacific Ocean, hurricanes are generally known as typhoons. In the Indian Ocean they are called tropical cyclones. In the Atlantic Ocean they are called hurricanes. The word hurricane comes from the Taino Native American word, *hurucane*, meaning evil spirit of the wind.

The earliest hurricane report comes from Christopher Columbus in 1495, who encountered a tropical storm on one of his voyages to the New World. He later declared that "nothing but the service of God and the extension of the monarchy" would induce him to expose himself to such danger.

The first hurricane to hit the American Colonies happened on August 25, 1635.

The first time anyone flew into a hurricane happened in 1943 in the middle of World War II.

In 1944, the US Navy's Pacific fleet was crushed by Typhoon Cobra, which sank three destroyers and damaged many ships.

Bangladesh was created after a hurricane. In 1970, this region of Pakistan was struck by a cyclone and 500,000 people died. The people felt their government did not do enough to help after the disaster so in 1971, they voted to become independent of Pakistan and Bangladesh was born.

In 1971, Hurricane Ginger lasted for over three weeks.

In 1989, Hurricane Hugo completely destroyed several forests in South Carolina.

In 1999, Hurricane Floyd was barely a category 1 hurricane, but it still managed to mow down 19 million trees and caused over a billion dollars in damage.

Only five Category 5 hurricanes (the highest category on the hurricane strength scale) have hit the continental United States since the beginning of the 20th century: the 1935 Florida Keys Labor Day Hurricane, Hurricane Camille in 1969, Hurricane Andrew in 1992, Hurricane Michael in 2018 and most recently Hurricane Ian in 2022 attained Category 5 strength just hours before it made landfall on the west coast of Florida.

Hurricane Katrina is the costliest hurricane to have ever hit the United States, causing some \$192 billion dollars' worth of damage in New Orleans and across much of the Gulf Coast. It was a Category 5 storm at one point, but a Category 3 when it made landfall along the Louisiana-Mississippi border.

The most intense tropical cyclone ever measured when considering a storm's central pressure (this pressure drops as cyclones become stronger) was Typhoon Tip, which on Oct. 12, 1979, had a central pressure of 870 millibars.

The most intense tropical cyclone in terms of the highest wind speeds measured was Tropical Cyclone Olivia, which struck Australia in 1996. It had wind speeds of 253 mph (407 kph) the fastest wind ever measured on the Earth's surface.

Every second, a large hurricane releases the energy of 10 atomic bombs.

Originally, hurricanes were given the names of saints who were honored on the day the storm occurred, according to the National Oceanic and Atmospheric Administration. For example, the hurricane that hit Okeechobee, Florida, in 1928, was alternately called the Okeechobee hurricane and the San Felipe Segundo hurricane because it hit on the feast day of Saint Philip.

When the National Hurricane Center began giving official name to storms in 1953, they were originally all female. Hurricanes didn't start having male names until 1979.

The worst hurricane damage is often caused by a storm surge. A storm surge is like a giant wall of water pushed onshore by hurricane winds. Most people who die in hurricanes are killed by the towering walls of sea water that comes inland. The 1900 Galveston hurricane, a Category 4 hurricane that struck Galveston, Texas, drove a devastating surge ashore; between 6,000 and 12,000 people died, making it the deadliest natural disaster ever to strike the United States

The planet Jupiter has a hurricane which has been going on for over 300 years. It can be seen as a red spot on the planet. This hurricane on Jupiter is bigger than the Earth itself.

In the southern hemisphere, hurricanes rotate in a clockwise direction, and in the northern hemisphere they rotate in an anti-clockwise direction. This is due to what's called the Coriolis Force, produced by the Earth's rotation.

Hurricane season is from June to November when the seas are at their warmest and most humid, which are ripe conditions for a hurricane to develop. While hurricane season can be a stressful and uncertain time, being prepared is the best thing you can do to ease that stress. Being prepared allows you to be in control, not the storm; be safe, be aware and be prepared!

NPDES Tip: Hurricane Season begins June 1. Make sure your yards and trees are trimmed to avoid flying debris during a storm. Dispose of your trimmings and clippings properly. Do not put them into storm drains or lakes!



Northern Palm Beach County Improvement District
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EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Ellen T. Baker
Brian J. LaMotte

DATE: June 28, 2023

FROM: Laura L. Ham, Budget & Tax Roll Manager

THROUGH: C. Danvers Beatty, P.E., Executive Director

RE: Assessments Received to Date Status Report

Attached is the “Tax Collection Status” report with receipts to date for the 2022-2023 fiscal year. The Assessments Received to Date Report shows year-to-date collections of \$35,687,801, representing an 99.35% collected rate.

A comparison to prior year distributions is shown in the table below:

Through June			
Fiscal Year Ending	Total Budget \$	YTD Collected \$	Total YTD Collected % of Budget
2023	\$ 35,922,095	\$ 35,687,801	99.35%
2022	\$ 34,164,263	\$ 33,708,533	98.67%
2021	\$ 31,694,504	\$ 31,462,203	99.27%
2020	\$ 32,069,289	\$ 31,716,996	98.90%
2019	\$ 30,878,079	\$ 30,624,521	99.18%
2018	\$ 30,395,272	\$ 30,130,852	99.13%
2017	\$ 29,851,907	\$ 29,550,531	98.99%
2016	\$ 24,785,265	\$ 24,487,416	98.80%
2015	\$ 24,863,731	\$ 24,593,696	98.91%
2014	\$ 25,594,227	\$ 25,286,512	98.80%

The next expected distribution is scheduled for July 5, 2023.

**Northern Palm Beach County Improvement District
Investment Summary
May 31, 2023**

Description	Bank Balance			% of Investments	Interest Rates		
	Current Month	Prior Month	Prior Year		Current Month	Prior Month	This Month Last Year
Pooled Cash Accounts:							
Wells Fargo (2)	\$ 8,017,905	\$ 8,945,427	\$ 14,939,708	10.9%	0.00%	0.00%	0.00%
Alt Ckg (TD Bank)	\$ 3,041,577	nd	\$ 4,988,849	4.1%	2.65%	2.55%	0.15%
Synovus	\$ 2,010,797	\$ 2,009,346	\$ -	2.7%	0.85%	0.85%	0.00%
FL FIT CP Pool Investments	\$ -	\$ -	\$ -	0.0%	0.00%	0.00%	0.00%
FL FIT PDP Investments	\$ -	\$ -	\$ -	0.0%	0.00%	0.00%	0.00%
Dreyfus Govt Cash Mgmt (DR289)	\$ 9,134,559	\$ 9,102,240	\$ 4,000,854	12.4%	4.79%	4.74%	0.60%
Dreyfus Pfd MM (DR194)	\$ 9,147,252	\$ 9,114,359	\$ 9,003,497	12.4%	4.89%	4.82%	0.68%
Dreyfus Trsy Agy (DR521)	\$ 9,134,355	\$ 9,102,186	\$ 4,000,674	12.4%	4.78%	4.72%	0.54%
JP Morgan USTRsy (J3918)	\$ 9,138,279	\$ 9,106,438	\$ 8,001,435	12.4%	4.74%	4.67%	0.56%
Total Pooled Cash	\$ 49,624,724	\$ 47,379,995	\$ 44,935,017				
Bond Trust Accounts (held with Bank Of New York Mellon):							
Debt Service Funds	\$ 10,787,338	\$ 10,791,599	\$ 9,986,993	14.6%	5.03%	4.75%	0.00%
Reserve Funds	\$ 10,643,369	\$ 10,610,143	\$ 10,369,050	14.4%	0.00% - 0.25%	0.00% - 0.25%	0.00% - 1.92%
Project Funds	\$ 2,630,652	\$ 2,641,720	\$ 6,354,006	3.6%	4.74%	4.48%	0.00%
Total Trust Monies	\$ 24,061,359	\$ 24,043,463	\$ 26,710,048				
GRAND TOTAL	\$ 73,686,083	\$ 71,423,458	\$ 71,645,065				

Notes:

- (1) The District's general operations banking is with Wells Fargo. A 35bps earnings credit rate is received to offset bank service fees.
(2) Compliance with investment policy is summarized below:
- All bond trust accounts are in compliance with permitted investments pursuant to the bond resolutions:
- Pooled cash accounts are subject to the following requirements regarding portfolio composition:

LIMITS PER INVESTMENT POLICY			
Portfolio Composition	Max Maturity	Max Total %	Max % per Issuer
Interest-bearing checking or savings accounts	N/A	75%	100%
Interest-bearing time deposits	2 Years	25%	5%
SEC registered money market funds	N/A	100%	40%
Direct obligation of the US Treasury	3 Years	100%	100%
Federal agencies and GSE's	3 Years	100%	40%
Commercial paper rated A1/P1 or higher	270 days	50%	10%
Open-end or closed-end mgmt type investments/ trusts	N/A	50%	50%
Local Government Surplus Funds Trust Fund /			
Intergovernmental Investment Pool	N/A	25%	N/A
Repurchase Agreements	30 days	50%	25%

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 1
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	122,226	123,406	(1,180)
Intergovernmental revenues	0	0	0
Investment income	2,968	0	2,968
Miscellaneous	27,448	0	27,448
Total Revenues:	152,641	123,406	29,235
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	10,245	0	(10,245)
LEGAL SERVICES	11,455	500	(10,955)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	656	752	96
CHEMICAL WEED CONTROL	6,207	14,897	8,690
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	15,984	16,920	936
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT - GENERAL	175	3,000	2,825
REPAIR & MAINT-TELEMTRY	129	5,000	4,871
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	500	500
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	1,000	1,000
Other	512	522	10
Total Physical Environment	45,363	55,091	9,728
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	29,000	36,000	7,000
Other	1,258	2,739	1,481
Total Capital outlay	30,258	38,739	8,481
Total Expenditures:	75,621	93,830	18,209
Excess (deficiency) of revenues over expenditures	77,020	29,576	47,444
Other financing sources (uses):			
Transfers out	(38,001)	(66,881)	28,880
Total Other financing sources (uses):	(38,001)	(66,881)	28,880
Net change in fund balance	39,019	(37,305)	76,324
Fund balances, beginning of year	214,355	0	214,355
Total Fund balances, beginning of year	214,355	0	214,355
Fund balance, end of period	253,373	(37,305)	290,678

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	366,467	370,204	(3,737)
Intergovernmental revenues	0	0	0
Investment income	7,332	0	7,332
Miscellaneous	22,908	0	22,908
Total Revenues:	<u>396,708</u>	<u>370,204</u>	<u>26,504</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	2,000	2,000
ENGINEERING-PERMITS	0	0	0
ENVIRONMENTAL LIASON	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,597	1,832	235
CHEMICAL WEED CONTROL	7,663	18,390	10,727
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	10,150	16,460	6,310
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	16,846	31,686	14,840
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	1,200	2,500	1,300
REPAIR & MAINT - GENERAL	0	4,500	4,500
REPAIR & MAINT-TELEMETRY	631	5,000	4,369
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R&M- Aerator refurbishments	6,026	6,850	824
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	15,000	15,000
Other	19,010	24,312	5,302
Total Physical Environment	<u>63,123</u>	<u>150,530</u>	<u>87,407</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	6,000	6,000
Other	5,308	11,556	6,248
Total Capital outlay	<u>5,308</u>	<u>17,556</u>	<u>12,248</u>
Total Expenditures:	<u>68,430</u>	<u>168,086</u>	<u>99,656</u>
Excess (deficiency) of revenues over expenditures	<u>328,277</u>	<u>202,118</u>	<u>126,159</u>
Other financing sources (uses):			
Transfers out	(97,765)	(206,514)	108,749
Total Other financing sources (uses):	<u>(97,765)</u>	<u>(206,514)</u>	<u>108,749</u>
Net change in fund balance	230,512	(4,396)	234,908
Fund balances, beginning of year	389,575	0	389,575

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	389,575	0	389,575
Fund balance, end of period	620,087	(4,396)	624,483

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2A
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	123,132	124,518	(1,386)
Intergovernmental revenues	0	0	0
Investment income	4,583	0	4,583
Miscellaneous	26,634	0	26,634
Total Revenues:	154,349	124,518	29,831
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	3,230	0	(3,230)
LEGAL SERVICES	3,654	2,000	(1,654)
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	31	375	344
AUDITORS SERVICES	1,266	1,452	186
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	2,313	4,200	1,888
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	37	0	(37)
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	1,745	3,000	1,255
REPAIR & MAINT-TELEMTRY	4,423	9,000	4,577
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	3,000	3,000
REPAIR & MAINT - GATE/FENCE	0	1,200	1,200
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	8,000	8,000
Other	3,523	3,398	(125)
Total Physical Environment	20,222	46,625	26,403
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	4,340	4,340
Total Capital outlay	0	4,340	4,340
Total Expenditures:	20,222	50,965	30,743
Excess (deficiency) of revenues over expenditures	134,127	73,553	60,574
 Other financing sources (uses):			
Transfers out	(38,860)	(77,352)	38,492
Total Other financing sources (uses):	(38,860)	(77,352)	38,492
Net change in fund balance	95,267	(3,799)	99,066
Fund balances, beginning of year	300,183	0	300,183
Total Fund balances, beginning of year	300,183	0	300,183

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 2A
 From 10/1/2022 Through 5/31/2023
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	395,450	(3,799)	399,249

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2C
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	341,059	343,501	(2,442)
Intergovernmental revenues	0	0	0
Investment income	7,194	0	7,194
Miscellaneous	11,216	0	11,216
Total Revenues:	359,469	343,501	15,968
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	6,431	0	(6,431)
LEGAL SERVICES	4,009	500	(3,509)
FINANCIAL CONS./ADVISOR	31	375	344
AUDITORS SERVICES	1,269	1,456	187
CHEMICAL WEED CONTROL	661	1,586	925
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	1,797	3,330	1,533
PRESERVE/EXOTIC MAINT	70,598	146,395	75,797
REPAIR & MAINT-AERATORS	0	12,500	12,500
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	823	5,000	4,177
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	60,000	60,000
R&M- Aerator refurbishments	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	4,132	5,221	1,089
Total Physical Environment	89,751	264,363	174,612
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	89,751	264,363	174,612
Excess (deficiency) of revenues over expenditures	269,718	79,138	190,580
 Other financing sources (uses):			
Transfers out	(60,516)	(62,126)	1,610
Total Other financing sources (uses):	(60,516)	(62,126)	1,610
Net change in fund balance	209,202	17,012	192,190
Fund balances, beginning of year	409,720	0	409,720
Total Fund balances, beginning of year	409,720	0	409,720
Fund balance, end of period	618,922	17,012	601,910

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	343,102	342,518	584
Intergovernmental revenues	0	0	0
Investment income	5,457	0	5,457
Miscellaneous	4,675	0	4,675
Total Revenues:	<u>353,234</u>	<u>342,518</u>	<u>10,716</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	2,391	1,000	(1,391)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	812	1,000	188
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,127	1,293	166
CHEMICAL WEED CONTROL	16,603	30,769	14,167
MOWING SERVICES	0	0	0
TRASH DISPOSAL	1,800	2,500	700
MOWING & LANDSCAPE MAINTENANCE	25,402	46,140	20,738
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	706	6,048	5,342
REPAIR & MAINT-AERATORS	482	10,178	9,696
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	15,720	36,000	20,280
REPAIR & MAINT - GENERAL	6,730	6,000	(730)
REPAIR & MAINT-TELEMETRY	2,548	5,000	2,452
REPAIR & MAINT-CULVERTS	0	3,500	3,500
REPAIR & MAINT - GATE/FENCE	450	500	50
Repairs & Maint - Catch Basins	0	5,000	5,000
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	1,500	1,500
Other	3,944	11,285	7,341
Total Physical Environment	<u>78,714</u>	<u>167,713</u>	<u>88,999</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	4,500	17,000	12,500
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	81,660	43,723	(37,937)
Other	1,588	3,458	1,870
Total Capital outlay	<u>87,748</u>	<u>64,181</u>	<u>(23,567)</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>166,462</u>	<u>231,894</u>	<u>65,432</u>
Excess (deficiency) of revenues over expenditures	<u>186,772</u>	<u>110,624</u>	<u>76,148</u>
Other financing sources (uses):			
Transfers out	(62,232)	(126,708)	64,476
Capital contributions from landowners	7,578	11,556	(3,978)

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Total Other financing sources (uses):	<u>(54,654)</u>	<u>(115,152)</u>	<u>60,498</u>
Net change in fund balance	132,118	(4,528)	136,646
Fund balances, beginning of year	<u>402,878</u>	<u>0</u>	<u>402,878</u>
Total Fund balances, beginning of year	<u>402,878</u>	<u>0</u>	<u>402,878</u>
Fund balance, end of period	<u>534,995</u>	<u>(4,528)</u>	<u>539,523</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3A
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	226,466	227,946	(1,480)
Intergovernmental revenues	0	0	0
Investment income	5,617	0	5,617
Miscellaneous	(370)	0	(370)
Total Revenues:	<u>231,714</u>	<u>227,946</u>	<u>3,768</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	15,000	15,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	638	2,000	1,362
FINANCIAL CONS./ADVISOR	16	188	172
IT Services	0	0	0
AUDITORS SERVICES	1,152	1,321	169
CHEMICAL WEED CONTROL	4,776	8,852	4,076
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	9,372	31,658	22,286
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-ROADS	0	23,000	23,000
REPAIR & MAINT-CULVERTS	0	60,000	60,000
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	10,000	10,000
R&M- Aerator refurbishments	6,026	13,700	7,674
REPAIR & MAINT- STREET SWEEP	12,024	18,354	6,330
Other	19,341	29,591	10,250
Total Physical Environment	<u>53,344</u>	<u>217,164</u>	<u>163,820</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>53,344</u>	<u>217,164</u>	<u>163,820</u>
Excess (deficiency) of revenues over expenditures	<u>178,369</u>	<u>10,782</u>	<u>167,587</u>
Other financing sources (uses):			
Transfers out	(35,134)	(73,997)	38,863
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(35,134)</u>	<u>(73,997)</u>	<u>38,863</u>
Net change in fund balance	143,236	(63,215)	206,451
Fund balances, beginning of year	335,581	0	335,581
Total Fund balances, beginning of year	<u>335,581</u>	<u>0</u>	<u>335,581</u>
Fund balance, end of period	<u>478,817</u>	<u>(63,215)</u>	<u>542,032</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 4
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	542,655	554,171	(11,516)
Intergovernmental revenues	0	0	0
Investment income	11,696	0	11,696
Miscellaneous	3,415	0	3,415
Total Revenues:	557,766	554,171	3,595
Expenditures:			
Physical Environment			
ENGINEERING FEES	1,850	1,000	(850)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,881	2,158	277
CHEMICAL WEED CONTROL	10,054	18,634	8,580
MOWING SERVICES	0	0	0
TRASH DISPOSAL	350	1,000	650
MOWING & LANDSCAPE MAINTENANCE	11,146	18,180	7,034
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	36,923	75,978	39,055
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT - GENERAL	1,000	4,000	3,000
REPAIR & MAINT-TELEMETRY	8,190	5,000	(3,190)
REPAIR & MAINT-CULVERTS	0	300,000	300,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R&M- Aerator refurbishments	0	0	0
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,500	2,500
Other	36,503	57,204	20,701
Total Physical Environment	107,899	489,154	381,255
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	13,500	13,500	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	65,585	65,585
Other	4,629	10,078	5,449
Total Capital outlay	18,129	89,163	71,034
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	126,028	578,317	452,289
Excess (deficiency) of revenues over expenditures	431,738	(24,146)	455,884
 Other financing sources (uses):			
Transfers out	(101,988)	(198,614)	96,626
Total Other financing sources (uses):	(101,988)	(198,614)	96,626
Net change in fund balance	329,750	(222,760)	552,510
Fund balances, beginning of year			

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 4
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	657,299	0	657,299
Total Fund balances, beginning of year	657,299	0	657,299
Fund balance, end of period	987,049	(222,760)	1,209,809

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	497,887	503,606	(5,719)
Intergovernmental revenues	0	0	0
Investment income	11,415	0	11,415
Miscellaneous	100	0	100
Total Revenues:	<u>509,402</u>	<u>503,606</u>	<u>5,796</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	3,079	4,492	1,413
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	8,000	8,000
AUDITORS SERVICES	745	855	110
CHEMICAL WEED CONTROL	4,195	10,067	5,872
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	8,109	13,150	5,041
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	3,550	5,000	1,450
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	303,500	303,500
REPAIR & MAINT - GATE/FENCE	0	500	500
Other	4,948	4,922	(26)
Total Physical Environment	<u>24,627</u>	<u>354,486</u>	<u>329,859</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	14,600	19,600	5,000
Other	4,257	9,269	5,012
Total Capital outlay	<u>18,857</u>	<u>28,869</u>	<u>10,012</u>
Principal	0	66,773	66,773
Interest	0	85,661	85,661
Total Expenditures:	<u>43,484</u>	<u>535,789</u>	<u>492,305</u>
Excess (deficiency) of revenues over expenditures	<u>465,918</u>	<u>(32,183)</u>	<u>498,101</u>
Other financing sources (uses):			
Transfers out	(75,568)	(115,809)	40,241
Total Other financing sources (uses):	<u>(75,568)</u>	<u>(115,809)</u>	<u>40,241</u>
Net change in fund balance	390,350	(147,992)	538,342
Fund balances, beginning of year	618,061	0	618,061
Total Fund balances, beginning of year	<u>618,061</u>	<u>0</u>	<u>618,061</u>
Fund balance, end of period	<u>1,008,410</u>	<u>(147,992)</u>	<u>1,156,402</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5A
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	329,919	331,461	(1,542)
Intergovernmental revenues	0	0	0
Investment income	15,683	0	15,683
Miscellaneous	10,186	0	10,186
Total Revenues:	<u>355,788</u>	<u>331,461</u>	<u>24,327</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	7,841	20,000	12,159
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	203	2,000	1,797
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,130	1,296	166
MARSH MAINT-LITTORAL ZONE	2,472	17,884	15,412
CHEMICAL WEED CONTROL	21,239	36,409	15,170
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	11,500	57,000	45,500
REPAIR & MAINT-CULVERTS	12,307	500,000	487,693
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	125,000	125,000
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	11,765	17,843	6,078
Total Physical Environment	<u>68,456</u>	<u>785,932</u>	<u>717,476</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
Other	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>68,456</u>	<u>785,932</u>	<u>717,476</u>
Excess (deficiency) of revenues over expenditures	<u>287,333</u>	<u>(454,471)</u>	<u>741,804</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(77,035)	(152,052)	75,017
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(77,035)</u>	<u>(152,052)</u>	<u>75,017</u>
Net change in fund balance	210,298	(606,523)	816,821
Fund balances, beginning of year			

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 5A
 From 10/1/2022 Through 5/31/2023
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	1,150,506	0	1,150,506
Total Fund balances, beginning of year	1,150,506	0	1,150,506
Fund balance, end of period	1,360,804	(606,523)	1,967,327

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5B
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	98,037	98,844	(807)
Intergovernmental revenues	4,702	0	4,702
Investment income	2,648	0	2,648
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues:	<u>105,386</u>	<u>98,844</u>	<u>6,542</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	3,000	3,000
LEGAL SERVICES	0	500	500
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	16	188	172
AUDITORS SERVICES	637	731	94
MOWING & LANDSCAPE MAINTENANCE	2,653	4,916	2,263
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	4	0	(4)
REPAIR & MAINT-PUMP STATN	13,711	10,500	(3,211)
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	5,383	35,000	29,617
REPAIR & MAINT - GENERAL	375	1,000	625
REPAIR & MAINT-TELEMTRY	6,760	5,000	(1,760)
R&M- GENERATORS	2,491	2,500	9
REPAIR & MAINT- WATER CTRL STR	0	750	750
Other	<u>4,137</u>	<u>8,277</u>	<u>4,140</u>
Total Physical Environment	36,166	75,362	39,196
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital outlay	0	0	0
Principal	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>36,166</u>	<u>75,362</u>	<u>39,196</u>
Excess (deficiency) of revenues over expenditures	<u>69,220</u>	<u>23,482</u>	<u>45,738</u>
Other financing sources (uses):			
Transfers out	<u>(29,271)</u>	<u>(50,361)</u>	<u>21,090</u>
Total Other financing sources (uses):	<u>(29,271)</u>	<u>(50,361)</u>	<u>21,090</u>
Net change in fund balance	39,949	(26,879)	66,828
Fund balances, beginning of year	<u>183,573</u>	<u>0</u>	<u>183,573</u>
Total Fund balances, beginning of year	<u>183,573</u>	<u>0</u>	<u>183,573</u>
Fund balance, end of period	<u>223,522</u>	<u>(26,879)</u>	<u>250,401</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5C
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	44,319	45,150	(831)
Investment income	3,137	0	3,137
Total Investment income	3,137	0	3,137
Total Revenues:	47,456	45,150	2,306
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	463	531	68
TRASH DISPOSAL	2,550	3,400	850
MOWING & LANDSCAPE MAINTENANCE	583	1,080	497
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,500	1,500
REPAIR & MAINT - GENERAL	150	1,500	1,350
REPAIR & MAINT-TELEMETRY	258	5,000	4,742
REPAIR & MAINT-CULVERTS	0	7,000	7,000
REPAIR & MAINT- WATER CTRL STR	0	1,000	1,000
Other	657	1,428	771
Total Physical Environment	4,661	23,939	19,278
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	362	362
Other	0	0	0
Total Capital outlay	0	362	362
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	4,661	24,301	19,640
Excess (deficiency) of revenues over expenditures	42,795	20,849	21,946
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(12,663)	(25,616)	12,953
Total Other financing sources (uses):	(12,663)	(25,616)	12,953
Net change in fund balance	30,133	(4,767)	34,900
Fund balances, beginning of year	246,104	0	246,104
Total Fund balances, beginning of year	246,104	0	246,104
Fund balance, end of period	276,237	(4,767)	281,004

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5D
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	88,780	89,719	(939)
Intergovernmental revenues	3,004	0	3,004
Investment income	3,582	0	3,582
Miscellaneous	0	0	0
Total Revenues:	95,366	89,719	5,647
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
Special Legislative Activities	0	0	0
AUDITORS SERVICES	732	840	108
MOWING & LANDSCAPE MAINTENANCE	1,385	2,566	1,181
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
REPAIR & MAINT-PUMP STATN	634	10,000	9,366
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	0	3,000	3,000
REPAIR & MAINT - GENERAL	300	1,000	700
REPAIR & MAINT-TELEMETRY	8,263	5,000	(3,263)
R&M- GENERATORS	4,305	2,500	(1,805)
REPAIR & MAINT- WATER CTRL STR	0	1,600	1,600
Other	3,132	6,424	3,292
Total Physical Environment	18,751	37,430	18,679
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	18,751	37,430	18,679
Excess (deficiency) of revenues over expenditures	76,615	52,289	24,326
 Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(28,251)	(54,754)	26,503
Total Other financing sources (uses):	(28,251)	(54,754)	26,503
Net change in fund balance	48,364	(2,465)	50,829
Fund balances, beginning of year	262,707	0	262,707
Total Fund balances, beginning of year	262,707	0	262,707
Fund balance, end of period	311,071	(2,465)	313,536

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 7
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	115,441	116,709	(1,268)
Intergovernmental revenues	0	0	0
Investment income	5,198	0	5,198
Miscellaneous	7,556	0	7,556
Total Revenues:	<u>128,195</u>	<u>116,709</u>	<u>11,486</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	1,461	4,513	3,052
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	588	675	87
CHEMICAL WEED CONTROL	2,319	5,566	3,247
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,200	1,200
MOWING & LANDSCAPE MAINTENANCE	9,706	15,740	6,034
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	15	0	(15)
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	1,003	0	(1,003)
REPAIR & MAINT - GATE/FENCE	0	2,000	2,000
REPAIR & MAINT- WATER CTRL STR	0	350	350
Other	1,375	1,632	257
Total Physical Environment	<u>16,468</u>	<u>39,176</u>	<u>22,708</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	16,600	27,000	10,400
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	362	362
Other	1,617	3,521	1,904
Total Capital outlay	<u>18,217</u>	<u>30,883</u>	<u>12,666</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>34,685</u>	<u>70,059</u>	<u>35,374</u>
Excess (deficiency) of revenues over expenditures	<u>93,510</u>	<u>46,650</u>	<u>46,860</u>
Other financing sources (uses):			
Transfers out	(36,377)	(75,451)	39,074
Total Other financing sources (uses):	<u>(36,377)</u>	<u>(75,451)</u>	<u>39,074</u>
Net change in fund balance	57,133	(28,801)	85,934
Fund balances, beginning of year	<u>388,527</u>	<u>0</u>	<u>388,527</u>
Total Fund balances, beginning of year	<u>388,527</u>	<u>0</u>	<u>388,527</u>

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 7
 From 10/1/2022 Through 5/31/2023
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	445,660	(28,801)	474,461

Northern Palm Beach County Improvement District

Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)

Unit 9

From 10/1/2022 Through 5/31/2023

(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	118,652	120,291	(1,639)
Intergovernmental revenues	0	0	0
Investment income	4,659	0	4,659
Miscellaneous	660	0	660
Total Revenues:	<u>123,971</u>	<u>120,291</u>	<u>3,680</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	3,719	6,549	2,830
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	615	705	90
CHEMICAL WEED CONTROL	1,574	3,778	2,204
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	3,490	5,660	2,170
SUPERVISORS EXPENSES	0	0	0
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	7	0	(7)
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT - GENERAL	950	5,000	4,050
REPAIR & MAINT-TELEMETRY	760	5,000	4,240
REPAIR & MAINT-CULVERTS	0	60,000	60,000
REPAIR & MAINT - GATE/FENCE	0	500	500
REPAIR & MAINT - IRRIGATION	0	0	0
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	1,200	1,200
Other	1,381	1,360	(21)
Total Physical Environment	<u>12,497</u>	<u>94,752</u>	<u>82,255</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	723	723
Other	1,042	2,270	1,228
Total Capital outlay	<u>1,042</u>	<u>2,993</u>	<u>1,951</u>
Interest	0	0	0
Total Expenditures:	<u>13,539</u>	<u>97,745</u>	<u>84,206</u>
Excess (deficiency) of revenues over expenditures	<u>110,432</u>	<u>22,546</u>	<u>87,886</u>
Other financing sources (uses):			
Transfers out	(39,306)	(84,045)	44,739
Total Other financing sources (uses):	<u>(39,306)</u>	<u>(84,045)</u>	<u>44,739</u>
Net change in fund balance	<u>71,126</u>	<u>(61,499)</u>	<u>132,625</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Fund balances, beginning of year	<u>332,655</u>	<u>0</u>	<u>332,655</u>
Total Fund balances, beginning of year	<u>332,655</u>	<u>0</u>	<u>332,655</u>
Fund balance, end of period	<u><u>403,781</u></u>	<u><u>(61,499)</u></u>	<u><u>465,280</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	959,394	984,633	(25,239)
Intergovernmental revenues	0	0	0
Investment income	18,292	0	18,292
Miscellaneous	(1,435)	0	(1,435)
Total Revenues:	976,251	984,633	(8,382)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,994	1,000	(1,994)
WATER QUALITY	1,192	2,384	1,192
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	5,000	5,000
AUDITORS SERVICES	3,575	4,101	526
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	21,983	40,486	18,503
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	7,018	11,720	4,702
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	121,696	228,257	106,561
UPLAND MAINTENANCE	10,145	33,191	23,046
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	52,349	90,780	38,431
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	1,575	4,000	2,425
REPAIR & MAINT-TELEMETRY	2,462	5,000	2,538
REPAIR & MAINT-ROADS	0	50,000	50,000
REPAIR & MAINT-CULVERTS	0	50,000	50,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R&M- Aerator refurbishments	12,052	13,700	1,648
R & M PRESERVE STRUCTURES	19,983	100,000	80,017
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	4,000	4,000
Other	76,370	101,911	25,541
Total Physical Environment	333,395	755,030	421,635
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	14,600	68,500	53,900
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
MACHINERY & EQUIPMENT	0	23,128	23,128
Other	0	0	0
Total Capital outlay	14,600	91,628	77,028

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Principal	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>347,995</u>	<u>846,658</u>	<u>498,663</u>
Excess (deficiency) of revenues over expenditures	<u>628,257</u>	<u>137,975</u>	<u>490,282</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(136,925)</u>	<u>(229,133)</u>	<u>92,208</u>
Total Other financing sources (uses):	<u>(136,925)</u>	<u>(229,133)</u>	<u>92,208</u>
Net change in fund balance	491,332	(91,158)	582,490
Fund balances, beginning of year	<u>1,015,147</u>	<u>0</u>	<u>1,015,147</u>
Total Fund balances, beginning of year	<u>1,015,147</u>	<u>0</u>	<u>1,015,147</u>
Fund balance, end of period	<u>1,506,478</u>	<u>(91,158)</u>	<u>1,597,636</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	776,070	800,564	(24,494)
Intergovernmental revenues	0	0	0
Investment income	14,723	0	14,723
Miscellaneous	(175)	0	(175)
Total Revenues:	<u>790,617</u>	<u>800,564</u>	<u>(9,947)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
FINANCIAL CONS./ADVISOR	16	188	172
OTHER PROFESSIONAL SVCS	0	5,000	5,000
AUDITORS SERVICES	2,789	3,199	410
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	9,391	17,296	7,905
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	1,317	2,440	1,123
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	119,296	228,257	108,961
UPLAND MAINTENANCE	24,799	81,133	56,334
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	33,996	37,989	3,993
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	6	2,500	2,494
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	550	8,000	7,450
REPAIR & MAINT-TELEMETRY	963	5,000	4,037
REPAIR & MAINT-ROADS	0	50,000	50,000
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R&M- Aerator refurbishments	6,026	6,850	824
R & M PRESERVE STRUCTURES	33,958	100,000	66,042
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	5,726	3,500	(2,226)
Other	<u>47,108</u>	<u>65,745</u>	<u>18,637</u>
Total Physical Environment	<u>285,940</u>	<u>645,597</u>	<u>359,657</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	45,000	45,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	23,128	23,128
Other	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital outlay	<u>0</u>	<u>68,128</u>	<u>68,128</u>
Principal	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>285,940</u>	<u>713,725</u>	<u>427,785</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Excess (deficiency) of revenues over expenditures	<u>504,677</u>	<u>86,839</u>	<u>417,838</u>
Other financing sources (uses):			
Transfers out	<u>(96,199)</u>	<u>(170,701)</u>	<u>74,502</u>
Total Other financing sources (uses):	<u>(96,199)</u>	<u>(170,701)</u>	<u>74,502</u>
Net change in fund balance	408,478	(83,862)	492,340
Fund balances, beginning of year			
	<u>820,933</u>	<u>0</u>	<u>820,933</u>
Total Fund balances, beginning of year	<u>820,933</u>	<u>0</u>	<u>820,933</u>
Fund balance, end of period	<u>1,229,411</u>	<u>(83,862)</u>	<u>1,313,273</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	2,815,654	2,840,091	(24,437)
Intergovernmental revenues	11,922	0	11,922
Investment income	49,079	0	49,079
Miscellaneous	22,765	0	22,765
Total Revenues:	2,899,419	2,840,091	59,328
Expenditures:			
Physical Environment			
ENGINEERING FEES	15,190	65,000	49,810
ENGINEERING-PERMITS	5,321	0	(5,321)
LEGAL SERVICES	14,126	5,000	(9,126)
WATER QUALITY	8,771	17,390	8,619
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	9,801	11,242	1,441
MARSH MAINT-LITTORAL ZONE	261,703	500,142	238,439
CHEMICAL WEED CONTROL	184,338	316,130	131,792
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	19,108	32,315	13,207
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	45,003	109,250	64,247
REPAIR & MAINT-AERATORS	121,686	195,026	73,340
REPAIR & MAINT-PUMP STATN	27,601	30,000	2,399
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	9,850	12,000	2,150
REPAIR & MAINT-BLDG	22	93,500	93,478
REPAIR & MAINT - GENERAL	3,787	10,000	6,213
REPAIR & MAINT-TELEMETRY	33,791	26,000	(7,791)
REPAIR & MAINT-ROADS	2,310	131,950	129,640
REPAIR & MAINT-CULVERTS	2,000	100,000	98,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R & M - HVAC REPAIRS	0	0	0
Repairs & Maint - Catch Basins	0	60,000	60,000
R&M- Aerator refurbishments	30,130	34,250	4,120
R&M- GENERATORS	9,135	7,500	(1,635)
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	4,500	4,500
R&M- PRESERVE STRUCTURE/INLETS	1,440	2,000	560
Other	139,884	205,950	66,066
Total Physical Environment	944,997	1,970,645	1,025,649
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	11,300	21,000	9,700
ROADS/BRIDGES	0	175,000	175,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	80,759	80,362	(397)
Other	4,479	8,196	3,717

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Capital outlay	96,538	284,558	188,020
Principal	0	175,092	175,092
Interest	11,242	22,367	11,125
Total Expenditures:	1,052,777	2,452,662	1,399,885
Excess (deficiency) of revenues over expenditures	1,846,642	387,429	1,459,213
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(384,487)	(691,424)	306,937
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(384,487)	(691,424)	306,937
Net change in fund balance	1,462,156	(303,995)	1,766,151
Fund balances, beginning of year	2,558,601	0	2,558,601
Total Fund balances, beginning of year	2,558,601	0	2,558,601
Fund balance, end of period	4,020,757	(303,995)	4,324,752

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	64,411	65,064	(653)
Intergovernmental revenues	0	0	0
Investment income	2,499	0	2,499
Miscellaneous	3,208	0	3,208
Total Revenues:	<u>70,118</u>	<u>65,064</u>	<u>5,054</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	2,320	0	(2,320)
LEGAL SERVICES	348	0	(348)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	302	346	44
CHEMICAL WEED CONTROL	78	187	109
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	1,949	3,160	1,211
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	7	0	(7)
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	250	1,000	750
REPAIR & MAINT-TELEMETRY	760	5,000	4,240
REPAIR & MAINT - GATE/FENCE	0	500	500
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	1,000	1,000
Other	644	647	3
Total Physical Environment	<u>6,658</u>	<u>13,840</u>	<u>7,183</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	1,447	1,447
Other	1,155	2,515	1,360
Total Capital outlay	<u>1,155</u>	<u>3,962</u>	<u>2,807</u>
Total Expenditures:	<u>7,813</u>	<u>17,802</u>	<u>9,989</u>
Excess (deficiency) of revenues over expenditures	<u>62,305</u>	<u>47,262</u>	<u>15,043</u>
Other financing sources (uses):			
Transfers out	(27,210)	(53,029)	25,819
Total Other financing sources (uses):	<u>(27,210)</u>	<u>(53,029)</u>	<u>25,819</u>
Net change in fund balance	35,095	(5,767)	40,862
Fund balances, beginning of year	<u>181,214</u>	<u>0</u>	<u>181,214</u>
Total Fund balances, beginning of year	<u>181,214</u>	<u>0</u>	<u>181,214</u>
Fund balance, end of period	<u>216,309</u>	<u>(5,767)</u>	<u>222,076</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

Current Year Actual	Total Budget - Original	Total Budget Variance - Original
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Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12A
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	24,105	24,064	41
Intergovernmental revenues	0	0	0
Investment income	1,395	0	1,395
Miscellaneous	0	0	0
Total Revenues:	<u>25,500</u>	<u>24,064</u>	<u>1,436</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	120	138	18
CHEMICAL WEED CONTROL	633	1,173	540
TRASH DISPOSAL	0	1,500	1,500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	711	7,641	6,930
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-CULVERTS	0	3,500	3,500
REPAIR & MAINT - GATE/FENCE	0	0	0
R&M- Aerator refurbishments	0	0	0
Other	1,713	2,266	553
Total Physical Environment	<u>3,177</u>	<u>17,718</u>	<u>14,541</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>3,177</u>	<u>17,718</u>	<u>14,541</u>
Excess (deficiency) of revenues over expenditures	<u>22,323</u>	<u>6,346</u>	<u>15,977</u>
Other financing sources (uses):			
Transfers out	(5,398)	(11,782)	6,384
Total Other financing sources (uses):	<u>(5,398)</u>	<u>(11,782)</u>	<u>6,384</u>
Net change in fund balance	16,924	(5,436)	22,360
Fund balances, beginning of year	<u>105,855</u>	<u>0</u>	<u>105,855</u>
Total Fund balances, beginning of year	<u>105,855</u>	<u>0</u>	<u>105,855</u>
Fund balance, end of period	<u>122,780</u>	<u>(5,436)</u>	<u>128,216</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	787,651	801,613	(13,962)
Intergovernmental revenues	4,284	0	4,284
Investment income	14,097	0	14,097
Miscellaneous	51,760	0	51,760
Total Revenues:	857,792	801,613	56,179
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	2,127	0	(2,127)
LEGAL SERVICES	11,104	5,000	(6,104)
WATER QUALITY	2,641	5,480	2,839
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	3,398	3,898	500
CHEMICAL WEED CONTROL	21,534	39,908	18,374
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	0	0	0
TRASH DISPOSAL	950	1,000	50
MOWING & LANDSCAPE MAINTENANCE	5,553	9,391	3,838
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	98,502	165,182	66,680
REPAIR & MAINT-PUMP STATN	2,178	5,000	2,822
REPAIR & MAINT-CANAL/LAKE	15,000	30,000	15,000
REPAIR & MAINT-BLDG	0	1,000	1,000
REPAIR & MAINT - GENERAL	810	1,000	190
REPAIR & MAINT-TELEMETRY	11,319	26,000	14,681
REPAIR & MAINT-CULVERTS	0	40,000	40,000
REPAIR & MAINT - GATE/FENCE	0	0	0
R&M- Aerator refurbishments	17,669	27,400	9,731
R&M- GENERATORS	2,773	2,500	(273)
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	108,579	150,628	42,049
Total Physical Environment	304,136	517,387	213,251
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	372,500	372,500
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	21,475	21,500	25
Other	660	1,437	777
Total Capital outlay	22,135	395,437	373,302
Principal	0	94,028	94,028
Interest	6,037	12,012	5,975
Total Expenditures:	332,308	1,018,864	686,556
Excess (deficiency) of revenues over expenditures	525,484	(217,251)	742,735

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Other financing sources (uses):			
Transfers out	(98,447)	(191,122)	92,675
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(98,447)</u>	<u>(191,122)</u>	<u>92,675</u>
Net change in fund balance	427,037	(408,373)	835,410
Fund balances, beginning of year			
	<u>740,606</u>	<u>0</u>	<u>740,606</u>
Total Fund balances, beginning of year	<u>740,606</u>	<u>0</u>	<u>740,606</u>
Fund balance, end of period	<u><u>1,167,643</u></u>	<u><u>(408,373)</u></u>	<u><u>1,576,016</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 15
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	908,423	925,051	(16,628)
Intergovernmental revenues	0	0	0
Investment income	15,232	0	15,232
Miscellaneous	4,210	0	4,210
Total Revenues:	<u>927,865</u>	<u>925,051</u>	<u>2,814</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,958	1,000	(1,958)
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	2,500	2,500
AUDITORS SERVICES	3,079	3,532	453
CHEMICAL WEED CONTROL	41,360	76,652	35,292
MOWING SERVICES	0	0	0
TRASH DISPOSAL	17,500	31,000	13,500
MOWING & LANDSCAPE MAINTENANCE	8,297	13,620	5,323
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	55,620	143,514	87,894
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	2,700	30,500	27,800
REPAIR & MAINT - GENERAL	585	12,000	11,415
REPAIR & MAINT-TELEMETRY	3,153	5,000	1,847
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	30,000	30,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	28,909	27,400	(1,509)
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	11,000	11,000
Other	131,109	170,128	39,019
Total Physical Environment	<u>295,270</u>	<u>559,346</u>	<u>264,076</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	456,500	456,500
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	47,860	1,085	(46,775)
Other	2,803	6,103	3,300
Total Capital outlay	<u>50,663</u>	<u>463,688</u>	<u>413,025</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>345,934</u>	<u>1,023,034</u>	<u>677,100</u>
Excess (deficiency) of revenues over expenditures	<u>581,931</u>	<u>(97,983)</u>	<u>679,914</u>

Other financing sources (uses):

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 15
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Transfers out	(90,898)	(177,706)	86,808
Total Other financing sources (uses):	<u>(90,898)</u>	<u>(177,706)</u>	<u>86,808</u>
Net change in fund balance	491,033	(275,689)	766,722
Fund balances, beginning of year	<u>764,653</u>	<u>0</u>	<u>764,653</u>
Total Fund balances, beginning of year	<u>764,653</u>	<u>0</u>	<u>764,653</u>
Fund balance, end of period	<u><u>1,255,686</u></u>	<u><u>(275,689)</u></u>	<u><u>1,531,375</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	1,202,963	1,211,107	(8,144)
Intergovernmental revenues	0	0	0
Investment income	23,143	0	23,143
Miscellaneous	43,078	0	43,078
Total Revenues:	<u>1,269,184</u>	<u>1,211,107</u>	<u>58,077</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	3,074	55,000	51,926
ENGINEERING-PERMITS	19,922	0	(19,922)
ENVIRONMENTAL LIASON	3,755	25,031	21,276
LEGAL SERVICES	22,254	20,000	(2,254)
WATER QUALITY	4,481	5,698	1,217
FINANCIAL CONS./ADVISOR	16	188	172
AUDITORS SERVICES	3,967	4,550	583
MARSH MAINT-LITTORAL ZONE	406	6,082	5,676
CHEMICAL WEED CONTROL	23,608	40,471	16,863
MOWING SERVICES	0	0	0
SECURITY SERVICES	335,921	447,894	111,974
TRASH DISPOSAL	750	5,000	4,250
MOWING & LANDSCAPE MAINTENANCE	26,739	43,360	16,621
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	12,387	26,220	13,833
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-CANAL/LAKE	3,750	20,000	16,250
REPAIR & MAINT - GENERAL	0	7,500	7,500
REPAIR & MAINT-TELEMETRY	0	1,000	1,000
REPAIR & MAINT-ROADS	19,987	292,000	272,013
REPAIR & MAINT-CULVERTS	0	30,000	30,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	16,125	20,000	3,875
REPAIR & MAINT- STREET SWEEP	3,533	6,550	3,017
REPAIR & MAINT- WATER CTRL STR	0	5,000	5,000
Other	<u>17,455</u>	<u>20,803</u>	<u>3,348</u>
Total Physical Environment	<u>518,127</u>	<u>1,082,847</u>	<u>564,720</u>
Capital outlay			
ROADS/BRIDGES	0	343,000	343,000
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
Other	<u>2,850</u>	<u>2,122</u>	<u>(728)</u>
Total Capital outlay	<u>2,850</u>	<u>345,122</u>	<u>342,272</u>
Principal	0	0	0
Total Expenditures:	<u>520,977</u>	<u>1,427,969</u>	<u>906,992</u>
Excess (deficiency) of revenues over expenditures	<u>748,207</u>	<u>(216,862)</u>	<u>965,069</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Other financing sources (uses):			
Transfers out	(126,622)	(220,508)	93,886
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(126,622)</u>	<u>(220,508)</u>	<u>93,886</u>
Net change in fund balance	621,584	(437,370)	1,058,954
Fund balances, beginning of year			
	<u>1,312,567</u>	<u>0</u>	<u>1,312,567</u>
Total Fund balances, beginning of year	<u>1,312,567</u>	<u>0</u>	<u>1,312,567</u>
Fund balance, end of period	<u><u>1,934,152</u></u>	<u><u>(437,370)</u></u>	<u><u>2,371,522</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	1,627,686	1,645,266	(17,580)
Intergovernmental revenues	16,514	255,000	(238,486)
Investment income	33,342	0	33,342
Miscellaneous	1,668	0	1,668
Total Revenues:	1,679,210	1,900,266	(221,056)
Expenditures:			
Physical Environment			
ENGINEERING FEES	203	10,000	9,798
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	10,263	20,000	9,737
LEGAL - SPECIAL SERVICES	0	0	0
WATER QUALITY	262,566	348,187	85,621
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	6,870	7,880	1,010
MARSH MAINT-LITTORAL ZONE	211,704	391,446	179,742
CHEMICAL WEED CONTROL	107,186	183,864	76,678
TRASH DISPOSAL	283	1,300	1,017
MOWING & LANDSCAPE MAINTENANCE	8,405	15,576	7,171
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	81,084	148,662	67,578
REPAIR & MAINT-PUMP STATN	3,210	55,000	51,790
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	4,600	1,500	(3,100)
REPAIR & MAINT - GENERAL	1,200	3,000	1,800
REPAIR & MAINT-TELEMETRY	33,036	26,000	(7,036)
REPAIR & MAINT-ROADS	0	95,000	95,000
REPAIR & MAINT-CULVERTS	47,616	100,000	52,384
REPAIR & MAINT - GATE/FENCE	0	1,000	1,000
Repairs & Maint - Catch Basins	100,000	120,000	20,000
R&M- Aerator refurbishments	16,857	27,400	10,543
R&M- GENERATORS	6,832	7,500	668
REPAIR & MAINT- STREET SWEEP	15,244	28,252	13,008
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	139,877	200,985	61,108
Total Physical Environment	1,057,035	1,805,552	748,517
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	12,700	0	(12,700)
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	1,348	2,936	1,588
Total Capital outlay	14,048	2,936	(11,112)
Principal	0	0	0

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Total Expenditures:	<u>1,071,083</u>	<u>1,808,488</u>	<u>737,405</u>
Excess (deficiency) of revenues over expenditures	<u>608,127</u>	<u>91,778</u>	<u>516,349</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(202,078)	(351,180)	149,102
Capital contributions from landowners	<u>12,643</u>	<u>22,047</u>	<u>(9,404)</u>
Total Other financing sources (uses):	<u>(189,435)</u>	<u>(329,133)</u>	<u>139,698</u>
Net change in fund balance	418,691	(237,355)	656,046
Fund balances, beginning of year	<u>2,261,163</u>	<u>0</u>	<u>2,261,163</u>
Total Fund balances, beginning of year	<u>2,261,163</u>	<u>0</u>	<u>2,261,163</u>
Fund balance, end of period	<u>2,679,854</u>	<u>(237,355)</u>	<u>2,917,209</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	501,207	502,756	(1,549)
Intergovernmental revenues	0	0	0
Investment income	8,647	0	8,647
Miscellaneous	5,817	0	5,817
Total Revenues:	<u>515,671</u>	<u>502,756</u>	<u>12,915</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,175	500	(1,675)
WATER QUALITY	4,031	14,762	10,731
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,761	2,020	259
MARSH MAINT-LITTORAL ZONE	406	25,395	24,989
CHEMICAL WEED CONTROL	16,979	29,107	12,128
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	3,145	5,160	2,015
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	20,706	20,706
REPAIR & MAINT-AERATORS	27,210	69,676	42,466
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	625	7,000	6,375
REPAIR & MAINT-TELEMETRY	6,338	5,000	(1,338)
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	5,619	6,850	1,231
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	61,250	73,247	11,997
Total Physical Environment	<u>129,539</u>	<u>288,423</u>	<u>158,884</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	82,079	86,000	3,921
Other	949	1,793	844
Total Capital outlay	<u>83,027</u>	<u>87,793</u>	<u>4,766</u>
Interest	0	0	0
Total Expenditures:	<u>212,566</u>	<u>376,216</u>	<u>163,650</u>
Excess (deficiency) of revenues over expenditures	<u>303,104</u>	<u>126,540</u>	<u>176,564</u>

Other financing sources (uses):

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Transfers in	0	0	0
Transfers out	<u>(67,236)</u>	<u>(133,322)</u>	<u>66,086</u>
Total Other financing sources (uses):	<u>(67,236)</u>	<u>(133,322)</u>	<u>66,086</u>
Net change in fund balance	235,869	(6,782)	242,651
Fund balances, beginning of year	<u>449,360</u>	<u>0</u>	<u>449,360</u>
Total Fund balances, beginning of year	<u>449,360</u>	<u>0</u>	<u>449,360</u>
Fund balance, end of period	<u><u>685,228</u></u>	<u><u>(6,782)</u></u>	<u><u>692,010</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19A
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	40,382	40,613	(231)
Investment income	5,807	0	5,807
Miscellaneous	0	0	0
Total Revenues:	46,189	40,613	5,576
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	77	88	11
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	0	0	0
Other	404	403	(1)
Total Physical Environment	481	11,991	11,510
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	55,500	15,000	(40,500)
Total Capital outlay	55,500	15,000	(40,500)
Total Expenditures:	55,981	26,991	(28,990)
Excess (deficiency) of revenues over expenditures	(9,792)	13,622	(23,414)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(8,757)	(14,197)	5,440
Total Other financing sources (uses):	(8,757)	(14,197)	5,440
Net change in fund balance	(18,549)	(575)	(17,974)
Fund balances, beginning of year	494,301	0	494,301
Total Fund balances, beginning of year	494,301	0	494,301
Fund balance, end of period	475,752	(575)	476,327

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 20
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	227,983	230,406	(2,423)
Intergovernmental revenues	0	0	0
Investment income	6,452	0	6,452
Miscellaneous	530	0	530
Total Revenues:	<u>234,965</u>	<u>230,406</u>	<u>4,559</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	3,357	5,000	1,643
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	1,711	1,000	(711)
SPECIAL SERVICES	0	0	0
WATER QUALITY	657	1,577	920
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	490	562	72
CHEMICAL WEED CONTROL	3,808	7,056	3,248
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	7,500	12,000	4,500
REPAIR & MAINT - GENERAL	3,478	10,000	6,523
Repairs & Maint - Catch Basins	0	5,000	5,000
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	<u>2,181</u>	<u>2,189</u>	<u>8</u>
Total Physical Environment	23,182	47,884	24,702
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	7,550	217,500	209,950
CULVERTS/STRUCTURES	0	0	0
Other	<u>223</u>	<u>484</u>	<u>262</u>
Total Capital outlay	7,773	217,984	210,212
Principal	0	79,504	79,504
Interest	<u>0</u>	<u>50,000</u>	<u>50,000</u>
Total Expenditures:	<u>30,954</u>	<u>395,372</u>	<u>364,418</u>
Excess (deficiency) of revenues over expenditures	<u>204,011</u>	<u>(164,966)</u>	<u>368,977</u>
Other financing sources (uses):			
Transfers out	(24,969)	(35,433)	10,464
Capital contributions from landowners	0	0	0
Repayment to landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	<u>(24,969)</u>	<u>(35,433)</u>	<u>10,464</u>
Net change in fund balance	179,042	(200,399)	379,441
Fund balances, beginning of year	<u>379,116</u>	<u>0</u>	<u>379,116</u>
Total Fund balances, beginning of year	<u>379,116</u>	<u>0</u>	<u>379,116</u>

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 20
 From 10/1/2022 Through 5/31/2023
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	558,157	(200,399)	758,556

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	489,386	495,659	(6,273)
Intergovernmental revenues	3,126	0	3,126
Investment income	7,178	0	7,178
Miscellaneous	190	0	190
Total Revenues:	499,880	495,659	4,221
Expenditures:			
Physical Environment			
ENGINEERING FEES	1,120	1,000	(120)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,670	500	(2,170)
WATER QUALITY	3,264	8,953	5,690
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	2,308	2,647	339
MARSH MAINT-LITTORAL ZONE	45,139	0	(45,139)
CHEMICAL WEED CONTROL	16,758	0	(16,758)
MOWING & LANDSCAPE MAINTENANCE	185	300	115
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	176,571	203,205	26,634
REPAIR & MAINT-AERATORS	4,601	48,830	44,229
REPAIR & MAINT-PUMP STATN	305	5,000	4,695
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	9,000	9,000
REPAIR & MAINT-BLDG	0	2,000	2,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	500	3,000	2,500
REPAIR & MAINT-TELEMETRY	9,146	5,000	(4,146)
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R&M- GENERATORS	2,564	17,500	14,936
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
R&M- PRESERVE STRUCTURE/INLETS	1,440	2,000	560
Other	14,355	19,738	5,383
Total Physical Environment	280,925	352,173	71,248
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	9,249	0	(9,249)
Other	175	381	206
Total Capital outlay	9,424	381	(9,043)
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	290,349	352,554	62,205

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Excess (deficiency) of revenues over expenditures	<u>209,531</u>	<u>143,105</u>	<u>66,426</u>
Other financing sources (uses):			
Transfers out	(120,546)	(205,213)	84,667
Capital contributions from landowners	92,751	0	92,751
Total Other financing sources (uses):	(27,796)	(205,213)	177,417
Net change in fund balance	181,735	(62,108)	243,843
Fund balances, beginning of year	399,335	0	399,335
Total Fund balances, beginning of year	399,335	0	399,335
Fund balance, end of period	<u>581,071</u>	<u>(62,108)</u>	<u>643,179</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 23
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	306,482	308,694	(2,212)
Intergovernmental revenues	0	0	0
Investment income	5,239	0	5,239
Miscellaneous	40	0	40
Total Revenues:	311,761	308,694	3,067
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	653	1,568	915
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,097	1,258	161
MARSH MAINT-LITTORAL ZONE	3,087	35,052	31,965
CHEMICAL WEED CONTROL	21,609	37,044	15,435
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	324	600	276
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	72,192	103,531	31,339
REPAIR & MAINT-AERATORS	4	0	(4)
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	150	4,000	3,850
REPAIR & MAINT-TELEMETRY	2,160	0	(2,160)
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	80,000	80,000
REPAIR & MAINT - GATE/FENCE	0	200	200
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	1,500	1,500
R&M- PRESERVE STRUCTURE/INLETS	2,022	2,700	678
Other	3,182	3,249	67
Total Physical Environment	106,480	277,702	171,222
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	362	362
Other	410	893	483
Total Capital outlay	410	1,255	845
Total Expenditures:	106,890	278,957	172,067
Excess (deficiency) of revenues over expenditures	204,871	29,737	175,134
Other financing sources (uses):			
Transfers out	(46,720)	(83,053)	36,333

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 23
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Total Other financing sources (uses):	<u>(46,720)</u>	<u>(83,053)</u>	<u>36,333</u>
Net change in fund balance	158,152	(53,316)	211,468
Fund balances, beginning of year	<u>255,508</u>	<u>0</u>	<u>255,508</u>
Total Fund balances, beginning of year	<u>255,508</u>	<u>0</u>	<u>255,508</u>
Fund balance, end of period	<u>413,660</u>	<u>(53,316)</u>	<u>466,976</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 24
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	231,901	234,836	(2,935)
Intergovernmental revenues	568	0	568
Investment income	10,526	0	10,526
Miscellaneous	5,292	0	5,292
Total Revenues:	<u>248,287</u>	<u>234,836</u>	<u>13,451</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	1,685	0	(1,685)
LEGAL SERVICES	5,293	500	(4,793)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,274	1,461	187
MARSH MAINT-LITTORAL ZONE	10,317	45,782	35,465
CHEMICAL WEED CONTROL	20,866	37,387	16,521
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	13,509	23,225	9,716
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	15,746	24,157	8,411
REPAIR & MAINT-AERATORS	242	7,641	7,399
REPAIR & MAINT-PUMP STATN	355	6,500	6,145
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	2,100	5,000	2,900
REPAIR & MAINT-BLDG	5,383	5,000	(383)
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	2,613	10,000	7,387
REPAIR & MAINT-TELEMTRY	380	5,000	4,620
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	7,500	100,000	92,500
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	0	0
R&M- GENERATORS	2,263	2,500	237
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	<u>7,263</u>	<u>12,520</u>	<u>5,257</u>
Total Physical Environment	<u>96,789</u>	<u>291,173</u>	<u>194,384</u>
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>253</u>	<u>551</u>	<u>298</u>
Total Capital outlay	<u>253</u>	<u>551</u>	<u>298</u>
Principal	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>97,042</u>	<u>291,724</u>	<u>194,682</u>
Excess (deficiency) of revenues over expenditures	<u>151,246</u>	<u>(56,888)</u>	<u>208,134</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 24
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(63,863)	(117,921)	54,058
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(63,863)</u>	<u>(117,921)</u>	<u>54,058</u>
Net change in fund balance	87,383	(174,809)	262,192
Fund balances, beginning of year			
	<u>819,656</u>	<u>0</u>	<u>819,656</u>
Total Fund balances, beginning of year	<u>819,656</u>	<u>0</u>	<u>819,656</u>
Fund balance, end of period	<u><u>907,038</u></u>	<u><u>(174,809)</u></u>	<u><u>1,081,847</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 27B
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	172,582	173,687	(1,105)
Investment income	4,455	0	4,455
Miscellaneous	1,250	0	1,250
Total Revenues:	<u>178,287</u>	<u>173,687</u>	<u>4,600</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	16	188	172
AUDITORS SERVICES	1,336	1,533	197
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	406	7,155	6,749
CHEMICAL WEED CONTROL	3,090	5,297	2,207
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	20,019	69,021	49,002
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	10,000	10,000
R & M PRESERVE STRUCTURES	3,260	20,000	16,740
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	<u>2,722</u>	<u>2,743</u>	<u>21</u>
Total Physical Environment	<u>30,849</u>	<u>125,687</u>	<u>94,838</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	<u>314</u>	<u>683</u>	<u>369</u>
Total Capital outlay	<u>314</u>	<u>683</u>	<u>369</u>
Total Expenditures:	<u>31,163</u>	<u>126,370</u>	<u>95,207</u>
Excess (deficiency) of revenues over expenditures	<u>147,124</u>	<u>47,317</u>	<u>99,807</u>
Other financing sources (uses):			
Transfers out	<u>(30,578)</u>	<u>(55,127)</u>	<u>24,549</u>
Total Other financing sources (uses):	<u>(30,578)</u>	<u>(55,127)</u>	<u>24,549</u>
Net change in fund balance	116,546	(7,810)	124,356
Fund balances, beginning of year	<u>263,560</u>	<u>0</u>	<u>263,560</u>
Total Fund balances, beginning of year	<u>263,560</u>	<u>0</u>	<u>263,560</u>
Fund balance, end of period	<u>380,106</u>	<u>(7,810)</u>	<u>387,916</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 29
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	46,746	47,095	(349)
Intergovernmental revenues	0	0	0
Investment income	1,788	0	1,788
Miscellaneous	0	0	0
Total Revenues:	48,534	47,095	1,439
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
LEGAL SERVICES	0	500	500
WATER QUALITY	653	1,568	915
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	257	295	38
MARSH MAINT-LITTORAL ZONE	406	6,082	5,676
CHEMICAL WEED CONTROL	6,251	10,716	4,465
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	13,224	26,220	12,996
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	92,438	25,000	(67,438)
Other	468	466	(2)
Total Physical Environment	113,697	72,347	(41,350)
Capital outlay	76	166	90
Total Expenditures:	113,773	72,513	(41,260)
Excess (deficiency) of revenues over expenditures	(65,239)	(25,418)	(39,821)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(18,427)	(21,787)	3,360
Total Other financing sources (uses):	(18,427)	(21,787)	3,360
Net change in fund balance	(83,666)	(47,205)	(36,461)
Fund balances, beginning of year	184,871	0	184,871
Total Fund balances, beginning of year	184,871	0	184,871
Fund balance, end of period	101,206	(47,205)	148,411

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	662,953	667,772	(4,819)
Intergovernmental revenues	0	0	0
Investment income	27,949	0	27,949
Miscellaneous	2,947	0	2,947
Total Revenues:	693,848	667,772	26,076
Expenditures:			
Physical Environment			
ENGINEERING FEES	101	10,000	9,899
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	7,855	10,000	2,145
WATER QUALITY	1,662	5,140	3,478
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	3,647	4,183	536
MOWING & LANDSCAPE MAINTENANCE	518	960	442
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	147,607	267,644	120,037
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT-BLDG	16,131	5,000	(11,131)
REPAIR & MAINT - GENERAL	450	10,000	9,550
REPAIR & MAINT-TELEMETRY	3,084	5,000	1,916
REPAIR & MAINT-ROADS	0	25,000	25,000
REPAIR & MAINT-CULVERTS	0	100,000	100,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	100,000	100,000
R&M- Aerator refurbishments	24,104	34,250	10,146
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	195,607	253,184	57,577
Total Physical Environment	400,765	847,861	447,096
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	6,500	30,000	23,500
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	40,644	168,723	128,079
Other	1,504	1,075	(429)
Total Capital outlay	48,647	199,798	151,151
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	449,412	1,047,659	598,247
Excess (deficiency) of revenues over expenditures	244,436	(379,887)	624,323

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(135,842)</u>	<u>(231,100)</u>	<u>95,258</u>
Total Other financing sources (uses):	<u>(135,842)</u>	<u>(231,100)</u>	<u>95,258</u>
Net change in fund balance	108,594	(610,987)	719,581
Fund balances, beginning of year			
	<u>2,013,748</u>	<u>0</u>	<u>2,013,748</u>
Total Fund balances, beginning of year	<u>2,013,748</u>	<u>0</u>	<u>2,013,748</u>
Fund balance, end of period	<u><u>2,122,342</u></u>	<u><u>(610,987)</u></u>	<u><u>2,733,329</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	19,909	19,894	15
Intergovernmental revenues	0	0	0
Investment income	382	0	382
Miscellaneous	(180)	0	(180)
Total Revenues:	20,111	19,894	217
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	76	87	11
CHEMICAL WEED CONTROL	722	1,734	1,012
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
JANITORIAL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	1,270	2,060	790
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-OFF EQMT	0	0	0
REPAIR & MAINT - GENERAL	0	2,500	2,500
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
Other	199	197	(2)
Total Physical Environment	2,268	14,078	11,810
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	32	70	38
Total Capital outlay	32	70	38
Total Expenditures:	2,300	14,148	11,848
Excess (deficiency) of revenues over expenditures	17,811	5,746	12,065
 Other financing sources (uses):			
Transfers out	(3,983)	(6,154)	2,171
Total Other financing sources (uses):	(3,983)	(6,154)	2,171
Net change in fund balance	13,828	(408)	14,236
Fund balances, beginning of year	19,182	0	19,182
Total Fund balances, beginning of year	19,182	0	19,182
Fund balance, end of period	33,011	(408)	33,419

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32A
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	5,256	5,245	11
Investment income	448	0	448
Total Investment income	448	0	448
Total Revenues:	5,705	5,245	460
Expenditures:			
Physical Environment			
WATER QUALITY	653	1,568	915
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	38	44	6
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	0	0
MOWING & LANDSCAPE MAINTENANCE	1,270	2,060	790
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CULVERTS	0	1,500	1,500
Other	53	52	(1)
Total Physical Environment	2,015	5,224	3,209
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	2,015	5,224	3,209
Excess (deficiency) of revenues over expenditures	3,690	21	3,669
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(450)	(1,021)	571
Total Other financing sources (uses):	(450)	(1,021)	571
Net change in fund balance	3,240	(1,000)	4,240
Fund balances, beginning of year	36,172	0	36,172
Total Fund balances, beginning of year	36,172	0	36,172
Fund balance, end of period	39,412	(1,000)	40,412

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 33
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	16,150	16,335	(185)
Intergovernmental revenues	0	0	0
Investment income	799	0	799
Miscellaneous	(5)	0	(5)
Total Revenues:	16,944	16,335	609
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
WATER QUALITY	653	1,568	915
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	93	107	14
CHEMICAL WEED CONTROL	812	1,948	1,136
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	6,905	6,905
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	500	500
REPAIR & MAINT-CULVERTS	0	3,000	3,000
Other	162	164	3
Total Physical Environment	1,720	15,192	13,472
Capital outlay	46	99	53
Total Expenditures:	1,766	15,291	13,525
Excess (deficiency) of revenues over expenditures	15,178	1,044	14,134
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(4,801)	(9,236)	4,435
Total Other financing sources (uses):	(4,801)	(9,236)	4,435
Net change in fund balance	10,377	(8,192)	18,569
Fund balances, beginning of year	59,903	0	59,903
Total Fund balances, beginning of year	59,903	0	59,903
Fund balance, end of period	70,280	(8,192)	78,472

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 34
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	179,704	181,537	(1,833)
Intergovernmental revenues	0	0	0
Investment income	4,113	0	4,113
Miscellaneous	1,000	0	1,000
Total Revenues:	184,818	181,537	3,281
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	7,000	7,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	1,769	500	(1,269)
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	12,543	19,383	6,840
AUDITORS SERVICES	942	1,080	138
MOWING & LANDSCAPE MAINTENANCE	5,885	10,907	5,022
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	7,500	10,000	2,500
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	26,000	26,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	1,990	10,000	8,010
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	20,000	20,000
Other	4,644	4,724	80
Total Physical Environment	35,273	109,594	74,321
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	54	117	63
Total Capital outlay	54	117	63
Principal	0	21,668	21,668
Interest	3,108	6,066	2,958
Total Expenditures:	38,434	137,445	99,011
Excess (deficiency) of revenues over expenditures	146,383	44,092	102,291
 Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(39,826)	(62,705)	22,879
Total Other financing sources (uses):	(39,826)	(62,705)	22,879
Net change in fund balance	106,557	(18,613)	125,170
Fund balances, beginning of year	243,376	0	243,376
Total Fund balances, beginning of year	243,376	0	243,376

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 34
 From 10/1/2022 Through 5/31/2023
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	349,933	(18,613)	368,546

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 38
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	72,534	73,029	(495)
Investment income	3,996	0	3,996
Total Investment income	3,996	0	3,996
Total Revenues:	76,530	73,029	3,501
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	207	237	30
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	20,000	20,000
REPAIR & MAINT-CULVERTS	0	3,000	3,000
Repairs & Maint - Catch Basins	0	20,000	20,000
Other	725	724	(1)
Total Physical Environment	932	50,461	49,529
Capital outlay			
ROADS/BRIDGES	0	0	0
Other	57	125	68
Total Capital outlay	57	125	68
Total Expenditures:	989	50,586	49,597
Excess (deficiency) of revenues over expenditures	75,541	22,443	53,098
Other financing sources (uses):			
Transfers out	(12,954)	(25,773)	12,819
Total Other financing sources (uses):	(12,954)	(25,773)	12,819
Net change in fund balance	62,587	(3,330)	65,917
Fund balances, beginning of year	293,812	0	293,812
Total Fund balances, beginning of year	293,812	0	293,812
Fund balance, end of period	356,399	(3,330)	359,729

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 41
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	4,792	4,791	1
Investment income	463	0	463
Miscellaneous	0	0	0
Total Revenues:	<u>5,255</u>	<u>4,791</u>	<u>464</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
LEGAL SERVICES	0	0	0
WATER QUALITY	653	1,568	915
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	31	35	4
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	2,000	2,000
Other	48	48	0
Total Physical Environment	<u>732</u>	<u>3,651</u>	<u>2,919</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	23	49	26
Total Capital outlay	<u>23</u>	<u>49</u>	<u>26</u>
Total Expenditures:	<u>754</u>	<u>3,700</u>	<u>2,946</u>
Excess (deficiency) of revenues over expenditures	<u>4,501</u>	<u>1,091</u>	<u>3,410</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(2,418)	(5,779)	3,361
Total Other financing sources (uses):	<u>(2,418)</u>	<u>(5,779)</u>	<u>3,361</u>
Net change in fund balance	2,083	(4,688)	6,771
Fund balances, beginning of year	<u>38,486</u>	<u>0</u>	<u>38,486</u>
Total Fund balances, beginning of year	<u>38,486</u>	<u>0</u>	<u>38,486</u>
Fund balance, end of period	<u>40,569</u>	<u>(4,688)</u>	<u>45,257</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	951,147	950,056	1,091
Intergovernmental revenues	12,258	0	12,258
Investment income	17,831	0	17,831
Miscellaneous	(56)	0	(56)
Total Revenues:	981,181	950,056	31,125
Expenditures:			
Physical Environment			
ENGINEERING FEES	18,956	5,000	(13,956)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,338	2,000	(338)
LEGAL - SPECIAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	16	188	172
OTHER PROFESSIONAL SVCS	0	5,000	5,000
AUDITORS SERVICES	4,154	4,765	611
MONITORING REPORT	0	0	0
CHEMICAL WEED CONTROL	67,731	125,525	57,794
MOWING SERVICES	0	0	0
TRASH DISPOSAL	850	1,000	150
MOWING & LANDSCAPE MAINTENANCE	8,429	14,524	6,095
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	240,033	422,752	182,719
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	37	0	(37)
REPAIR & MAINT-PUMP STATN	14,478	20,000	5,522
REPAIR & MAINT-CANAL/LAKE	252	10,000	9,748
REPAIR & MAINT-BLDG	560	5,000	4,440
REPAIR & MAINT - GENERAL	1,300	7,000	5,700
REPAIR & MAINT-TELEMETRY	29,746	10,000	(19,746)
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	1,000	1,000
REPAIR & MAINT - IRRIGATION	0	0	0
R&M- GENERATORS	3,762	4,000	238
R & M PRESERVE STRUCTURES	0	20,000	20,000
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	4,000	4,000
R&M- PRESERVE STRUCTURE/INLETS	0	2,000	2,000
Other	27,565	45,776	18,211
Total Physical Environment	420,207	719,530	299,323
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	24,375	13,085	(11,290)
Other	444	967	523
Total Capital outlay	24,819	14,052	(10,767)
Total Expenditures:	445,026	733,582	288,556

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Excess (deficiency) of revenues over expenditures	536,155	216,474	319,681
Other financing sources (uses):			
Transfers out	(163,846)	(285,592)	121,746
Total Other financing sources (uses):	(163,846)	(285,592)	121,746
Net change in fund balance	372,309	(69,118)	441,427
Fund balances, beginning of year	1,078,360	0	1,078,360
Total Fund balances, beginning of year	1,078,360	0	1,078,360
Fund balance, end of period	1,450,669	(69,118)	1,519,787

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 44
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	71,789	72,366	(577)
Intergovernmental revenues	0	0	0
Investment income	6,614	0	6,614
Miscellaneous	2,000	0	2,000
Total Revenues:	80,403	72,366	8,037
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	1,537	500	(1,037)
FINANCIAL CONS./ADVISOR	31	375	344
AUDITORS SERVICES	1,789	2,052	263
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	50,000	50,000
Repairs & Maint - Catch Basins	0	50,000	50,000
REPAIR & MAINT- STREET SWEEP	3,330	7,200	3,870
Other	2,718	2,766	48
Total Physical Environment	9,405	113,893	104,488
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	114	249	135
Total Capital outlay	114	249	135
Total Expenditures:	9,520	114,142	104,622
Excess (deficiency) of revenues over expenditures	70,883	(41,776)	112,659
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(22,380)	(53,188)	30,808
Capital contributions from landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(22,380)	(53,188)	30,808
Net change in fund balance	48,503	(94,964)	143,467
Fund balances, beginning of year	536,496	0	536,496
Total Fund balances, beginning of year	536,496	0	536,496
Fund balance, end of period	584,999	(94,964)	679,963

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 45
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	411,696	414,891	(3,195)
Intergovernmental revenues	0	50,000	(50,000)
Investment income	7,417	0	7,417
Total Investment income	7,417	0	7,417
Total Revenues:	419,113	464,891	(45,778)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	25,000	25,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	653	1,568	915
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	1,170	1,342	172
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	406	6,082	5,676
CHEMICAL WEED CONTROL	4,563	7,823	3,260
MOWING SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	38,615	81,962	43,347
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	93	3,000	2,907
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	140,000	140,000
REPAIR & MAINT-CULVERTS	0	10,000	10,000
Repairs & Maint - Catch Basins	0	3,000	3,000
R & M PRESERVE STRUCTURES	2,957	50,000	47,043
REPAIR & MAINT- STREET SWEEP	11,461	17,535	6,074
Other	4,117	4,108	(9)
Total Physical Environment	64,035	354,420	290,385
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	188	409	221
Total Capital outlay	188	409	221
Debt issuance costs	0	0	0
Total Expenditures:	64,223	354,829	290,606
Excess (deficiency) of revenues over expenditures	354,889	110,062	244,827
Other financing sources (uses):			
Transfers out	(48,741)	(90,961)	42,220
Total Other financing sources (uses):	(48,741)	(90,961)	42,220
Net change in fund balance	306,148	19,101	287,047
Fund balances, beginning of year			

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 45
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	328,139	0	328,139
Total Fund balances, beginning of year	328,139	0	328,139
Fund balance, end of period	634,288	19,101	615,187

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 46
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	38,667	39,036	(369)
Investment income	3,350	0	3,350
Miscellaneous	(50)	0	(50)
Total Revenues:	41,967	39,036	2,931
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	16	188	172
AUDITORS SERVICES	1,026	1,177	151
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	10,000	10,000
Other	387	1,413	1,026
Total Physical Environment	1,428	16,278	14,850
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	480	1,044	564
Total Capital outlay	480	1,044	564
Total Expenditures:	1,908	17,322	15,414
Excess (deficiency) of revenues over expenditures	40,059	21,714	18,345
Other financing sources (uses):			
Transfers out	(12,991)	(22,907)	9,916
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(12,991)	(22,907)	9,916
Net change in fund balance	27,068	(1,193)	28,261
Fund balances, beginning of year	269,030	0	269,030
Total Fund balances, beginning of year	269,030	0	269,030
Fund balance, end of period	296,098	(1,193)	297,291

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 47
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	48,484	48,693	(209)
Intergovernmental revenues	0	0	0
Investment income	5,069	0	5,069
Miscellaneous	70	0	70
Total Revenues:	53,623	48,693	4,930
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	653	1,568	915
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	229	263	34
MARSH MAINT-LITTORAL ZONE	0	0	0
MOWING & LANDSCAPE MAINTENANCE	842	1,560	718
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	15	0	(15)
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMETRY	1,969	5,000	3,031
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	25,000	25,000
REPAIR & MAINT- STREET SWEEP	0	3,000	3,000
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	1,147	2,103	956
Total Physical Environment	4,856	47,994	43,138
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	1,085	1,085
Other	450	609	159
Total Capital outlay	450	1,694	1,244
Total Expenditures:	5,305	49,688	44,383
Excess (deficiency) of revenues over expenditures	48,318	(995)	49,313
Other financing sources (uses):			
Transfers out	(17,075)	(25,179)	8,104
Capital contributions from landowners	0	0	0

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 47
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Total Other financing sources (uses):	<u>(17,075)</u>	<u>(25,179)</u>	<u>8,104</u>
Net change in fund balance	31,243	(26,174)	57,417
Fund balances, beginning of year	<u>417,571</u>	<u>0</u>	<u>417,571</u>
Total Fund balances, beginning of year	<u>417,571</u>	<u>0</u>	<u>417,571</u>
Fund balance, end of period	<u>448,814</u>	<u>(26,174)</u>	<u>474,988</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 49
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	65,644	81,371	(15,727)
Investment income	2,820	0	2,820
Miscellaneous	5,225	0	5,225
Total Revenues:	73,690	81,371	(7,681)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	4,295	0	(4,295)
LEGAL SERVICES	580	500	(80)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	332	381	49
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	2,802	6,724	3,922
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	2,627	4,260	1,633
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	8,956	43,138	34,182
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	500	500
REPAIR & MAINT-CULVERTS	0	5,000	5,000
Other	656	806	150
Total Physical Environment	20,248	65,309	45,061
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	45	97	52
Total Capital outlay	45	97	52
Total Expenditures:	20,292	65,406	45,114
Excess (deficiency) of revenues over expenditures	53,397	15,965	37,432
Other financing sources (uses):			
Transfers out	(15,648)	(34,782)	19,134
Total Other financing sources (uses):	(15,648)	(34,782)	19,134
Net change in fund balance	37,749	(18,817)	56,566
Fund balances, beginning of year	207,556	0	207,556
Total Fund balances, beginning of year	207,556	0	207,556
Fund balance, end of period	245,306	(18,817)	264,123

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 51
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	41,045	41,193	(148)
Investment income	1,310	0	1,310
Miscellaneous	0	0	0
Total Revenues:	42,354	41,193	1,161
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	8,000	8,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
AUDITORS SERVICES	115	132	17
MARSH MAINT-LITTORAL ZONE	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	5,000	5,000
Other	411	408	(3)
Total Physical Environment	526	24,040	23,514
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	45	98	53
Total Capital outlay	45	98	53
Total Expenditures:	571	24,138	23,567
Excess (deficiency) of revenues over expenditures	41,783	17,055	24,728
 Other financing sources (uses):			
Transfers out	(5,342)	(12,476)	7,134
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(5,342)	(12,476)	7,134
Net change in fund balance	36,442	4,579	31,863
Fund balances, beginning of year	81,182	0	81,182
Total Fund balances, beginning of year	81,182	0	81,182
Fund balance, end of period	117,623	4,579	113,044

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 53
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	96,374	97,975	(1,601)
Investment income	3,328	0	3,328
Miscellaneous	68,171	0	68,171
Total Revenues:	<u>167,873</u>	<u>97,975</u>	<u>69,898</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	47	562	515
AUDITORS SERVICES	1,506	1,727	221
TRASH DISPOSAL	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	570	1,000	430
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	30,000	30,000
Other	4,257	3,802	(455)
Total Physical Environment	<u>6,379</u>	<u>63,591</u>	<u>57,212</u>
Capital outlay	895	1,949	1,054
Total Expenditures:	<u>7,275</u>	<u>65,540</u>	<u>58,265</u>
Excess (deficiency) of revenues over expenditures	<u>160,599</u>	<u>32,435</u>	<u>128,164</u>
Other financing sources (uses):			
Transfers out	(51,829)	(34,588)	(17,241)
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(51,829)</u>	<u>(34,588)</u>	<u>(17,241)</u>
Net change in fund balance	108,770	(2,153)	110,923
Fund balances, beginning of year	<u>183,631</u>	<u>0</u>	<u>183,631</u>
Total Fund balances, beginning of year	<u>183,631</u>	<u>0</u>	<u>183,631</u>
Fund balance, end of period	<u>292,401</u>	<u>(2,153)</u>	<u>294,554</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Common area fund
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Intergovernmental revenues	0	0	0
Investment income	1,136	0	1,136
Total Investment income	1,136	0	1,136
Total Revenues:	1,136	0	1,136
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
AUDITORS SERVICES	323	371	48
MARSH MAINT-LITTORAL ZONE	0	0	0
TRASH DISPOSAL	11,420	15,000	3,580
MOWING & LANDSCAPE MAINTENANCE	15,850	29,374	13,524
PRESERVE/EXOTIC MAINT	0	0	0
COMMON AREA MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	11,751	15,000	3,249
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	1,000	1,000
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	4,000	4,000
REPAIR & MAINT- STREET SWEEP	0	5,000	5,000
Other	14,607	20,678	6,071
Total Physical Environment	53,951	90,423	36,472
Capital outlay	0	0	0
Total Expenditures:	53,951	90,423	36,472
Excess (deficiency) of revenues over expenditures	(52,815)	(90,423)	37,608
Other financing sources (uses):			
Transfers out	(1,551)	(3,248)	1,697
Capital contributions from landowners			
CONTRIBUTIONS GOVERNMENTS	20,487	42,534	(22,047)
Other	24,483	51,137	(26,654)
Total Capital contributions from landowners	44,970	93,671	(48,701)
Total Other financing sources (uses):	43,419	90,423	(47,004)
Net change in fund balance	(9,396)	0	(9,396)
Fund balances, beginning of year	106,482	0	106,482
Total Fund balances, beginning of year	106,482	0	106,482
Fund balance, end of period	97,087	0	97,087

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
NPDES funds
From 10/1/2022 Through 5/31/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Investment income	6,994	0	6,994
Miscellaneous	<u>518,725</u>	<u>0</u>	<u>518,725</u>
Total Revenues:	<u>525,718</u>	<u>0</u>	<u>525,718</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	177,659	0	(177,659)
LEGAL SERVICES	6,872	0	(6,872)
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	30,344	0	(30,344)
Other	<u>65,034</u>	<u>0</u>	<u>(65,034)</u>
Total Physical Environment	279,909	0	(279,909)
Capital outlay			
MACHINERY & EQUIPMENT	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>279,909</u>	<u>0</u>	<u>(279,909)</u>
Excess (deficiency) of revenues over expenditures	<u>245,810</u>	<u>0</u>	<u>245,810</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(872)</u>	<u>0</u>	<u>(872)</u>
Total Other financing sources (uses):	<u>(872)</u>	<u>0</u>	<u>(872)</u>
Net change in fund balance	244,938	0	244,938
Fund balances, beginning of year	<u>354,588</u>	<u>0</u>	<u>354,588</u>
Total Fund balances, beginning of year	<u>354,588</u>	<u>0</u>	<u>354,588</u>
Fund balance, end of period	<u>599,526</u>	<u>0</u>	<u>599,526</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2022 Through 5/31/2023

(In Whole Numbers)

	Unit 2C	Unit 5	Unit 16
Revenues:			
Intergovernmental revenues	\$ -	\$ -	\$ -
Investment income	\$ 29,101.00	\$ 26,687.00	\$ 19,028.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenues:	\$ 29,101.00	\$ 26,687.00	\$ 19,028.00
Expenditures:			
Capital outlay	\$ 190,838.00	\$ 45,463.00	\$ 26,601.00
Principal	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -
Debt issuance costs	\$ -	\$ -	\$ -
Total Expenditures:	\$ 190,838.00	\$ 45,463.00	\$ 26,601.00
Excess (deficiency) of revenues over expenditures	\$ (161,737.00)	\$ (18,776.00)	\$ (7,573.00)
Other financing sources (uses):			
Transfers in	\$ -	\$ -	\$ -
Transfers out	\$ (21,096.00)	\$ -	\$ (10,182.00)
Capital contributions from landowners	\$ 605,986.00	\$ -	\$ 590,006.00
Repayment to landowners	\$ -	\$ -	\$ -
Promissory notes issued	\$ -	\$ -	\$ -
Special assessment bond proceeds	\$ -	\$ -	\$ -
Discount on special assessment bonds issued	\$ -	\$ -	\$ -
Premium on special assessment bonds issued	\$ -	\$ -	\$ -
Total Other financing sources (uses):	\$ 584,890.00	\$ -	\$ 579,825.00
Net change in fund balance	\$ 423,152.00	\$ (18,776.00)	\$ 572,252.00
Fund balances, beginning of year	\$ 2,479,101.00	\$ 2,380,341.00	\$ 762,699.00
Fund balance, end of period	\$ 2,902,253.00	\$ 2,361,566.00	\$ 1,334,950.00

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2022 Through 5/31/2023

(In Whole Numbers)

	Unit 25	Unit 53
Revenues:		
Intergovernmental revenues	\$ -	\$ -
Investment income	\$ 229.00	\$ 102,242.00
Miscellaneous	\$ -	\$ -
Total Revenues:	\$ 229.00	\$ 102,242.00
Expenditures:		
Capital outlay	\$ -	\$ 3,289,231.00
Principal	\$ -	\$ -
Interest	\$ -	\$ -
Debt issuance costs	\$ -	\$ -
Total Expenditures:	\$ -	\$ 3,289,231.00
Excess (deficiency) of revenues over expenditures	\$ 229.00	\$ (3,186,988.00)
Other financing sources (uses):		
Transfers in	\$ -	\$ 34,514.00
Transfers out	\$ -	\$ (14,257.00)
Capital contributions from landowners	\$ -	\$ -
Repayment to landowners	\$ -	\$ -
Promissory notes issued	\$ -	\$ -
Special assessment bond proceeds	\$ -	\$ -
Discount on special assessment bonds issued	\$ -	\$ -
Premium on special assessment bonds issued	\$ -	\$ -
Total Other financing sources (uses):	\$ -	\$ 20,257.00
Net change in fund balance	\$ 229.00	\$ (3,166,731.00)
Fund balances, beginning of year	\$ 20,209.00	\$ 5,507,925.00
Fund balance, end of period	\$ 20,438.00	\$ 2,341,194.00

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2022 Through 5/31/2023

(In Whole Numbers)

	Unit 2A	Unit 2C	Unit 3A
Revenues:			
Non-ad valorem assessments	\$ 326,483.00	\$ 5,553,869.00	\$ 412,159.00
Intergovernmental revenues	\$ -	\$ -	\$ -
Investment income	\$ 3,162.00	\$ 213,567.00	\$ 3,663.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenues:	\$ 329,644.00	\$ 5,767,435.00	\$ 415,822.00
Expenditures:			
Principal	\$ -	\$ -	\$ -
Interest	\$ 66,851.00	\$ 1,859,650.00	\$ 48,509.00
Debt issuance costs	\$ -	\$ -	\$ -
Advance Refunding escrow agent	\$ -	\$ -	\$ -
Other	\$ 3,264.00	\$ 55,539.00	\$ 4,122.00
Total Expenditures:	\$ 70,115.00	\$ 1,915,189.00	\$ 52,631.00
Excess (deficiency) of revenues over expenditures	\$ 259,529.00	\$ 3,852,247.00	\$ 363,191.00
Other financing sources (uses):			
Transfers in	\$ -	\$ -	\$ -
Transfers out	\$ -	\$ -	\$ -
Refunding debt Issued	\$ -	\$ -	\$ -
(Discount)/Premuim on refunded debt	\$ -	\$ -	\$ -
Special assessment bond proceeds	\$ -	\$ -	\$ -
Payment to refunded bonds escrow agent			
Payment to Refunded Debt	\$ -	\$ -	\$ -
Total Payment to refunded bonds escrow agent	\$ -	\$ -	\$ -
Total Other financing sources (uses):	\$ -	\$ -	\$ -
Net change in fund balance	\$ 259,529.00	\$ 3,852,247.00	\$ 363,191.00
Fund balances, beginning of year	\$ 63,940.00	\$ 7,898,476.00	\$ 54,914.00
Fund balance, end of period	\$ 323,470.00	\$ 11,750,723.00	\$ 418,105.00

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2022 Through 5/31/2023

(In Whole Numbers)

	Unit 5B	Unit 9A	Unit 9B
Revenues:			
Non-ad valorem assessments	\$ 387,287.00	\$ 2,730,924.00	\$ 1,285,299.00
Intergovernmental revenues	\$ -	\$ -	\$ -
Investment income	\$ 3,125.00	\$ 31,431.00	\$ 26,979.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenues:	\$ 390,412.00	\$ 2,762,355.00	\$ 1,312,278.00
Expenditures:			
Principal	\$ -	\$ -	\$ -
Interest	\$ 12,585.00	\$ 192,876.00	\$ 151,963.00
Debt issuance costs	\$ -	\$ -	\$ -
Advance Refunding escrow agent	\$ -	\$ -	\$ -
Other	\$ 3,873.00	\$ 27,311.00	\$ 12,854.00
Total Expenditures:	\$ 16,458.00	\$ 220,186.00	\$ 164,816.00
Excess (deficiency) of revenues over expenditures	\$ 373,954.00	\$ 2,542,169.00	\$ 1,147,462.00
Other financing sources (uses):			
Transfers in	\$ -	\$ -	\$ -
Transfers out	\$ -	\$ -	\$ -
Refunding debt Issued	\$ -	\$ -	\$ -
(Discount)/Premuim on refunded debt	\$ -	\$ -	\$ -
Special assessment bond proceeds	\$ -	\$ -	\$ -
Payment to refunded bonds escrow agent			
Payment to Refunded Debt	\$ -	\$ -	\$ -
Total Payment to refunded bonds escrow agent	\$ -	\$ -	\$ -
Total Other financing sources (uses):	\$ -	\$ -	\$ -
Net change in fund balance	\$ 373,954.00	\$ 2,542,169.00	\$ 1,147,462.00
Fund balances, beginning of year	\$ 18,592.00	\$ 801,756.00	\$ 843,004.00
Fund balance, end of period	\$ 392,547.00	\$ 3,343,924.00	\$ 1,990,466.00

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2022 Through 5/31/2023

(In Whole Numbers)

	Unit 16	Unit 27B	Unit 43
Revenues:			
Non-ad valorem assessments	\$ 540,167.00	\$ 222,557.00	\$ 1,225,113.00
Intergovernmental revenues	\$ -	\$ -	\$ -
Investment income	\$ 5,241.00	\$ 2,434.00	\$ 11,689.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenues:	\$ 545,408.00	\$ 224,992.00	\$ 1,236,803.00
Expenditures:			
Principal	\$ -	\$ -	\$ -
Interest	\$ 38,199.00	\$ 20,149.00	\$ 122,946.00
Debt issuance costs	\$ -	\$ -	\$ -
Advance Refunding escrow agent	\$ -	\$ -	\$ -
Other	\$ 5,251.00	\$ 2,217.00	\$ 12,127.00
Total Expenditures:	\$ 43,449.00	\$ 22,366.00	\$ 135,073.00
Excess (deficiency) of revenues over expenditures	\$ 501,958.00	\$ 202,626.00	\$ 1,101,730.00
Other financing sources (uses):			
Transfers in	\$ -	\$ -	\$ -
Transfers out	\$ -	\$ -	\$ -
Refunding debt Issued	\$ -	\$ -	\$ -
(Discount)/Premuim on refunded debt	\$ -	\$ -	\$ -
Special assessment bond proceeds	\$ -	\$ -	\$ -
Payment to refunded bonds escrow agent			
Payment to Refunded Debt	\$ -	\$ -	\$ -
Total Payment to refunded bonds escrow agent	\$ -	\$ -	\$ -
Total Other financing sources (uses):	\$ -	\$ -	\$ -
Net change in fund balance	\$ 501,958.00	\$ 202,626.00	\$ 1,101,730.00
Fund balances, beginning of year	\$ 113,788.00	\$ 38,497.00	\$ 494,403.00
Fund balance, end of period	\$ 615,746.00	\$ 241,123.00	\$ 1,596,133.00

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2022 Through 5/31/2023

(In Whole Numbers)

	Unit 44	Unit 45	Unit 46
Revenues:			
Non-ad valorem assessments	\$ 566,026.00	\$ 269,023.00	\$ 751,591.00
Intergovernmental revenues	\$ -	\$ -	\$ -
Investment income	\$ 5,402.00	\$ 3,119.00	\$ 18,913.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenues:	\$ 571,428.00	\$ 272,142.00	\$ 770,503.00
Expenditures:			
Principal	\$ -	\$ -	\$ -
Interest	\$ 52,748.00	\$ 41,402.00	\$ 181,844.00
Debt issuance costs	\$ -	\$ -	\$ -
Advance Refunding escrow agent	\$ -	\$ -	\$ -
Other	\$ 5,660.00	\$ 2,690.00	\$ 7,517.00
Total Expenditures:	\$ 58,408.00	\$ 44,092.00	\$ 189,360.00
Excess (deficiency) of revenues over expenditures	\$ 513,020.00	\$ 228,050.00	\$ 581,143.00
Other financing sources (uses):			
Transfers in	\$ -	\$ -	\$ -
Transfers out	\$ -	\$ -	\$ -
Refunding debt Issued	\$ -	\$ -	\$ -
(Discount)/Premuim on refunded debt	\$ -	\$ -	\$ -
Special assessment bond proceeds	\$ -	\$ -	\$ -
Payment to refunded bonds escrow agent			
Payment to Refunded Debt	\$ -	\$ -	\$ -
Total Payment to refunded bonds escrow agent	\$ -	\$ -	\$ -
Total Other financing sources (uses):	\$ -	\$ -	\$ -
Net change in fund balance	\$ 513,020.00	\$ 228,050.00	\$ 581,143.00
Fund balances, beginning of year	\$ 112,159.00	\$ 86,228.00	\$ 758,600.00
Fund balance, end of period	\$ 625,179.00	\$ 314,278.00	\$ 1,339,743.00

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2022 Through 5/31/2023

(In Whole Numbers)

	Unit 53
Revenues:	
Non-ad valorem assessments	\$ 3,030,826.00
Intergovernmental revenues	\$ -
Investment income	\$ 111,839.00
Miscellaneous	\$ -
Total Revenues:	\$ 3,142,666.00
Expenditures:	
Principal	\$ -
Interest	\$ 1,093,150.00
Debt issuance costs	\$ -
Advance Refunding escrow agent	\$ -
Other	\$ 30,308.00
Total Expenditures:	\$ 1,123,458.00
Excess (deficiency) of revenues over expenditures	\$ 2,019,207.00
Other financing sources (uses):	
Transfers in	\$ -
Transfers out	\$ -
Refunding debt Issued	\$ -
(Discount)/Premuim on refunded debt	\$ -
Special assessment bond proceeds	\$ -
Payment to refunded bonds escrow agent	\$ -
Payment to Refunded Debt	\$ -
Total Payment to refunded bonds escrow agent	\$ -
Total Other financing sources (uses):	\$ -
Net change in fund balance	\$ 2,019,207.00
Fund balances, beginning of year	\$ 4,601,548.00
Fund balance, end of period	\$ 6,620,755.00

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual- General Fund (Cash Basis)
GEN - General Fund
From 10/1/2022 Through 5/31/2023

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0.00	0.00	0.00
Intergovernmental revenues	0.00	0.00	0.00
Investment income	10,197.27	0.00	10,197.27
Miscellaneous	22,884.20	0.00	22,884.20
Total Revenues:	33,081.47	0.00	33,081.47
Expenditures:			
Physical Environment			
ADM/OPS SALARIES	1,409,824.44	2,415,946.00	1,006,121.56
ENGINEERING FEES	1,131.00	55,000.00	53,869.00
LEGAL SERVICES	69,928.61	120,000.00	50,071.39
IT Services	77,952.89	92,185.00	14,232.11
MOWING & LANDSCAPE MAINTENANCE	20,487.38	51,086.00	30,598.62
ELECTRICITY	11,885.80	25,655.00	13,769.20
INSURANCE-GENERAL	297,460.92	293,857.00	(3,603.92)
REPAIR & MAINT-BLDG	34,085.07	45,000.00	10,914.93
R & M - HVAC REPAIRS	9,458.00	50,000.00	40,542.00
PUBLIC INFORMATION	16,804.65	35,000.00	18,195.35
FUEL-VEHICLES	30,332.26	35,000.00	4,667.74
Other	880,978.19	1,472,362.00	591,383.81
Total Physical Environment	2,860,329.21	4,691,091.00	1,830,761.79
Capital outlay			
FURNITURE	15,483.28	18,000.00	2,516.72
Other	115,516.08	203,000.00	87,483.92
Total Capital outlay	130,999.36	221,000.00	90,000.64
Principal	0.00	18,199.00	18,199.00
Interest	1,168.44	2,325.00	1,156.56
Total Expenditures:	2,992,497.01	4,932,615.00	1,940,117.99
Excess (deficiency) of revenues over expenditures	(2,959,415.54)	(4,932,615.00)	1,973,199.46
Other financing sources (uses):			
Transfers in	2,833,896.76	5,037,615.00	(2,203,718.24)
Transfers out	0.00	0.00	0.00
Capital contributions from landowners	0.00	0.00	0.00
Proceeds from sales/disposals of capital assets	9,500.00	0.00	9,500.00
Total Other financing sources (uses):	2,843,396.76	5,037,615.00	(2,194,218.24)
Net change in fund balance	(116,018.78)	105,000.00	(221,018.78)
Fund balances, beginning of year	1,042,193.56	0.00	1,042,193.56
Total Fund balances, beginning of year	1,042,193.56	0.00	1,042,193.56
Fund balance, end of year	926,174.78	105,000.00	821,174.78

LOCALiQ

The Gainesville Sun | The Ledger
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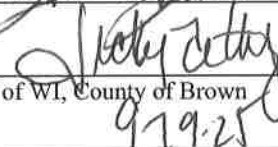
The Palm Beach Post, a daily newspaper printed and published in the city of West Palm Beach and of general circulation in Palm Beach, Martin, Okeechobee and St Lucie Counties, Florida; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

09/25/2022

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NOTICE OF ANNUAL MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that in satisfaction of the requirements of Chapter 189.015 (1), Florida Statutes, the following is a list of regular meetings of the Board of Supervisors of Northern Palm Beach County Improvement District, as well as possible additional Board of Supervisors or Committee meetings that may be held between Oct. 1, 2022 and Sept. 30, 2023. All such meetings will begin at 8:00 a.m. and, unless held by means of a virtual electronic medium in those instances where legally authorized to do so, will be held in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418.

Regular Board of Supervisors meetings will be held on 10/26/2022, 11/16/2022, 12/14/2022, 01/25/2023, 02/22/2023, 03/22/2023, 04/26/2023, 05/24/2023, 06/28/2023, 07/26/2023, 08/23/2023 and 09/27/2023.

Possible Board of Supervisors or Committee meetings may also be held, on an as-needed basis, on the following dates: 10/12/22, 01/11/2023, 02/08/2023, 03/08/2023, 04/12/2023, 05/10/2023, 06/14/2023, 07/12/2023, 08/09/2023 and 09/13/2023.

The purpose of these meetings is to transact any and all business to come before the Board of Supervisors or members of a Committee, as the case may be.

If a person decides to appeal a decision of the Board of Supervisors with respect to any matter considered at the meeting herein referenced, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in these proceedings should contact Northern's offices by calling (561) 624-7830 at least 48 hours prior to the dates of the meetings.

BOARD OF SUPERVISORS
NORTHERN PALM BEACH
COUNTY IMPROVEMENT
DISTRICT
Matthew J. Boykin, President
September 25, 2022 #7758804