



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

REGULAR MEETING AGENDA
ADMINISTRATIVE BUILDING AND EOC
359 HIATT DRIVE
PALM BEACH GARDENS, FLORIDA
February 28, 2024
8:00 a.m.

- 1) Roll Call
- 2) Establish a Quorum
- 3) Additions or Deletions to the Agenda
- 4) Approval of Minutes – January 24, 2024 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) Multi-Unit
Consider Purchase Orders to Glasgow Equipment Services, Inc. (5)
 - b) Unit No. 2C – Alton
Consider Acceptance of Bill of Sale – Alton Road Extension & Beckman Terrace
 - c) Unit No. 14 – Eastpointe
Consider Encumbrance Modifications to Ferreira Construction Company (2)
 - d) Unit No. 16 – Palm Beach Park of Commerce
Consider Change Order to J.W. Cheatham, LLC (CO No. 4)
 - e) Unit No. 20 – Juno Isles
 - i) Consider Authorization to Record Permit No. PER-20-070 – Lupton
 - ii) Consider Authorization to Record Permit No. PER-20-071 – Jackson
 - iii) Consider Authorization to Record Permit No. PER-20-072 – Hassett
 - f) Unit No. 23 – The Shores
Consider Authorization to Record Permit No. PER-23-056 – Azzara
 - g) Unit No. 24 – Ironhorse
Consider Purchase Order to Palmera Enterprises, LLC
 - h) Unit No. 29 – North Fork Development
Consider Purchase Order to Crocs, LLC
 - i) Unit No. 53 – Arden
Consider Change Order to Centerline Utilities, Inc. (CO No. 6)

j) General
Consider Fiscal Year 2024/2025 Budget Calendar

k) Payment Requests

7) **Regular Agenda**

a) General

i) Consider Investment Policy Revisions

Ask for Public Comment

ii) Consider Acceptance of Annual Financial Report for the Fiscal Year Ended September 30, 2023–
Marcum, LLP

Ask for Public Comment

iii) Consider Engagement Letter with Public Resources Advisory Group for Financial Advisor Services

Ask for Public Comment

iv) Consider Designation of Project Engineer for Proposed Future Unit of Development - Simmons &
White

Ask for Public Comment

b) Unit No. 9B – Abacoa II

Consider Purchase Order to WGI, Inc.

Ask for Public Comment

c) Unit No. 11 – PGA National

Consider Cancellation of Recorded Permit No. PER-11-471 – Forster

Ask for Public Comment

d) Unit No. 16 – Palm Beach Park of Commerce

i) Consider Acceptance of Bill of Sale and Drainage Easement and Approval of Partial Release of
Easement

Ask for Public Comment

ii) Consider Acceptance of Water Management Maintenance Easement

Ask for Public Comment

e) Unit No. 20 – Juno Isles

Consider Termination of Multi-Party Agreement

Ask for Public Comment

8) **Miscellaneous Reports:**

a) Engineer

b) Attorney

c) Executive Director - Public & Community Relations Report

9) **Committee Report:**

a) Legal Committee

Consider Committee Recommendation

Ask for Public Comment

10) Receive and File

11) Comments from the Board

12) Adjourn

Please note the following upcoming meetings:

March 27, 2024 – 8:00 a.m.- Regular Meeting

April 24, 2024 – 8:00 a.m.- Regular Meeting

**MINUTES OF A BOARD OF SUPERVISORS MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 01/24/24**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:00 a.m. on January 24, 2024, 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; Project Coordinator Polly Scherman; Permit Coordinator Kimberly Morgan; Technical Assistant/Records Management Specialist Kathleen Maloney-Pollack; Operations Manager-Aerators Jon Iles; Nate Eckloff and Chris DiCerbo of Piper Sandler & Co.; Leonard Hasner of PGA National (Unit 11); and Rita Feinman of BallenIsles Country Club.

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 reported that he needs to add an item for Unit 16, Palm Beach Park of Commerce, to consider Change Order No. 3 to J.W. Cheatham, LLC to the Regular Agenda as Item a)i. which will follow the current Item for Unit 2C, Alton.

4) APPROVAL OF MINUTES

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed approving the Minutes of the December 13, 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. Cohn and unanimously passed approving the following Consent Agenda Items:

- a) Multi-Unit
 - i) Consider Change Order to Palmera Enterprises, LLC – Annual Landscaping Maintenance Contract No. 1 (CO No. 2)
 - ii) Consider Change Order to Palmera Enterprises, LLC – Annual Landscaping Maintenance Contract No. 2 (CO No. 2)
 - iii) Consider Change Order to The Grassroots Corporation – Annual Landscaping Maintenance Contract No. 3 (CO No. 3)
- b) Unit No. 2C – Alton
 - i) Consider Acceptance of Planned Community Development Buffer Easements (2)
 - ii) Consider Acceptance of Bill of Sale to City of Palm Beach Gardens – Pasteur Boulevard
 - iii) Consider Certificate of Correction
- c) Unit No. 3A – Woodbine
 - Consider Authorization to Record Permit No. PER-3A-100 – Pinargote
- d) Unit No. 16 – Palm Beach Park of Commerce
 - Consider Encumbrance Modification to Kimley-Horn and Associates, Inc.
- e) Payment Requests

copies of which are contained in applicable Northern files.

7) REGULAR AGENDA

a) UNIT OF DEVELOPMENT NO. 2C – ALTON

Consider Designation of Piper Sandler & Co. as Underwriter for Refunding Bond

Ms. Roundtree explained that it has been ten years since the first issue of bonds for Unit 2C, stating that when the bonds were issued in 2014, they were known as dirt bonds and not rated because the development had not yet started. She noted that Northern is almost done with development and it is now time to consider refunding the bonds. She stated that Staff has been working with Nate Eckloff of Piper Sandler since about June of last year and she briefly reviewed the interest rate fluctuations since discussions began.

Ms. Roundtree reported that there is an opportunity to refund the bonds in August, noting that it can be done 90 days prior to close in May 2024, and she briefly reviewed some of the details involved in the refunding. She explained that Piper Sandler has provided an engagement letter. Ms. Roundtree added that RBC has more recently expressed an interest and also sent a proposal.

Ms. Roundtree stated that Staff is recommending that the Board award the refunding deal to Piper Sandler & Co. since they first presented the potential refunding proposal back in June 2023, but she added that the Board may choose to split the deal between a couple of firms.

Mr. Boykin asked if there is any benefit to splitting the deal between two firms, and Ms. Roundtree advised that at this size, although it is at the top of the threshold for one firm, Piper Sandler has advised Staff that they are equipped to handle the entire refunding, which she has researched and confirmed.

A general discussion followed with regard to the refunding process, current rates, and Northern's threshold of at least 3% savings.

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 Engagement Letter and appointing Piper Sandler & Co. as Underwriter for a potential refunding of the Unit of Development No. 2C, Series 2014 bond.

**a)i UNIT OF DEVELOPMENT NO. 16 – PALM BEACH PARK OF COMMERCE
Consider Change Order No. 3 to J.W. Cheatham, LLC**

Ms. Leser explained that this request came in a little late to place on the agenda, but it is a Change Order for an additional 30 days in order to keep the contract current. She stated that the contractor is working with the various permitting agencies in order to complete final inspections.

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 Change Order No. 3 for an additional 30 days of contract time to J.W. Cheatham, LLC.

**b) UNIT OF DEVELOPMENT NO. 53 – ARDEN
Consider Acceptance of Letter of Commitment and Indemnification and Hold Harmless Agreement**

Mr. Beatty stated that Lennar has requested that it be allowed to proceed with construction of a portion of Pod H-North, noting that they will construct the improvements on their own and will fund the work. He explained that, per the request of General Counsel, Lennar has submitted a Letter of Commitment that they will complete the project and submitted it with the accompanying Indemnification and Hold Harmless Agreement.

Ms. Leser then explained that there is no public drainage in the Pod, pointing out the subject area on the site plan. She further explained that there are public water and sewer facilities which Lennar has agreed to construct, fund and turn over to Palm Beach County Water Utilities. She stated that the Board is being asked to accept the Letter of Commitment and execute the Hold Harmless Agreement. Ms. Leser also stated that Lennar does have a permit with Northern for 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. Cohn and unanimously passed accepting the Letter of Commitment and approving execution of the Hold Harmless Agreement from Lennar Homes, LLC for Phase 1-Pod H-North.

8) MISCELLANEOUS REPORTS

a) ENGINEER

Ms. Leser gave the following status updates with accompanying photos under her report:

Unit No. 2C - Alton: Ms. Leser stated that the Board approved a Bill of Sale to the City of Palm Beach Gardens for Pasteur Boulevard on the Consent Agenda, so that will be turned over to the City. She stated that Beckman Terrace and the Alton Road extension will be the next roads to be turned over following final inspections. She provided the Board with anticipated dates for substantial completion and final inspection.

Unit No. 5A – Henry Rolf: Ms. Leser briefly reviewed the pipe project, noting that the culvert has been sliplined. She showed accompanying drone photos of the site and reported on the progress, noting that the remainder of the pipe under Jog Road is expected to be grouted by January 31, 2023.

Mr. LaMotte had a question about the size of the pipe, which Ms. Leser answered.

A general discussion followed with regard to the details of the project.

Ms. Baker asked about a completion date, and Ms. Leser advised that the project is scheduled for completion by May 5, 2024, noting that there have been some delays due to rain.

Unit No. 16 – Palm Beach Park of Commerce: Ms. Leser explained that the Board just approved a 30-day addition to this contract to allow for final inspections. She showed the site locations and various aerial photos of the completed road and the surrounding area.

Unit No. 43 – Mirasol: Ms. Leser reported that Northern executed the contract for the Mirasol Boardwalk Rehabilitation Project on January 8, 2024, and the Notice to Proceed is expected to be issued at the 30-day mark.

Unit No. 53 – Arden: Ms. Leser stated that nothing much has changed with this project in Pod D-SW, noting that all of the utilities have been completed, testing is taking place and roadwork has begun. She reported that this project is running about a month ahead of schedule.

b) ATTORNEY

Mr. Edwards stated that the Legislature is in session and explained that, although there are legislative bills being filed which could potentially affect special districts, it is too early to report on what is expected to pass. He will bring a report to the Board once the bills have gone through their various Committees.

c) EXECUTIVE DIRECTOR

Mr. Beatty stated that Staff will be meeting with representatives from Kolter Homes later today to discuss a potential Unit of Development located just east of Unit 53, Arden. They will be discussing the unit formation process.

Mr. Boykin asked what is currently on the property and Mr. Beatty advised that it is farmland. He also explained that Kolter has been working on this potential project with Palm Beach County for some time now.

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

9) COMMITTEE REPORTS

a) ENGINEERING REVIEW COMMITTEE

i) Consider Committee Recommendations

Mr. Beatty reported the Engineering Review Committee (ERC) met on January 3, 2024, adding that there were three items on the agenda for consideration/discussion, each of which will be addressed separately.

Discuss Scope and Content of a Request for Qualifications for Project/Consulting Engineers

Mr. Beatty reported that it has been 15 years since the last Request for Qualifications (RFQ) for Northern's Project/Consulting Engineers and Northern's engineering needs have changed over the years from general civil to more specific engineering disciplines. He stated that Staff's recommendation to the ERC was to go out for an RFQ for specific disciplines and suggested the number of firms for each.

Mr. Beatty further stated that Staff is requesting two revisions that were not identified in the RFQ presented to the ERC, the first of which is a change in the number of firms to be selected in the General Civil Engineering without surveying capabilities in-house category from three firms to five firms and the second is inclusion of no lobbying provisions. He also noted that some additional changes were made to the rating sheet. Lastly, Mr. Beatty advised the Board that the ERC was also presented with revisions to Section 2 of the Engineering Standards Manual which is included as an exhibit to the RFQ. The revisions to this Section were a result of the District Engineer duties having been brought in-house.

Mr. Beatty confirmed that it was the recommendation of the ERC to proceed with the RFQ for Project/Consulting Engineers and accept the revisions to Section 2 of the Engineering Standards Manual.

Mr. Edwards stated that there currently are three members on the ERC, so Mr. LaMotte had recused himself from discussion of this item due to his relationship with an engineering firm, and the recommendation was voted on by the remaining two members of the Committee.

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

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 passed by the voting members accepting the Committee's recommendation to go out for a Request for Qualifications and the revision to Section 2 of the Engineering Standards Manual.

Discuss Charging Fees for Permitting Telecommunication Facilities within Northern Right-of-Ways

Mr. Beatty stated that the second ERC item was regarding a permit request that Northern received for a telecommunications tower in Unit 5A, noting that Staff determined that they would want guidance from the ERC before granting such a request. He stated that Mr. Edwards and Ms. Leser would explain this matter.

Mr. Edwards stated that this permit request was to install a cell tower within a Northern right-of-way. He further stated that he believes this is the first request of its type which then brings a host of questions regarding whether Northern is subject to any FCC regulations or Florida Statutes provisions dealing with the installation of telecommunication facilities, noting that there are many regulatory issues surrounding this request. He briefly reviewed some of his concerns, adding that the initial request came up around the time of the Unit 24, Ironhorse, FPL installation issue and, as a result, Northern reached out to the Property Owners Association (POA) for their comments. The POA expressed an interest in the charging of a fee, if the installation was permitted. Mr. Edwards stated that his recommendation to the Committee was to simply reject the permit request. He briefly reviewed the potential issues involved and noted that the research required prior to even considering allowing the installation would be extensive and costly.

Mr. Boykin asked if Northern is the only entity to have a say about whether or not to put in a cell tower and Mr. Edwards advised that Palm Beach County was initially approached and they suggested the applicant contact Northern. He stated that he is not aware of any of his other Districts having to deal with this issue thus far.

Mr. Boykin asked Ms. Leser to point out the subject on a map and she complied.

Ms. Baker asked for confirmation that the POA does not want the tower installed, and Ms. Leser advised that the POA does not want it, but if it is installed, they want fees to be imposed.

Mr. LaMotte stated that the applicant could go to any private owner within the Unit and make the installation request and Ms. Leser responded affirmatively.

A general discussion followed with regard to a concern about setting precedent and the possible implications.

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 Committee's recommendation to deny the request for a permit to install telecommunications facilities within Northern's Right-of-Way in Unit 5A, Vista Center.

Discuss Policy for Permit Recordation

Mr. Beatty stated that the last item the ERC considered was regarding the codification of Northern's current process of recording certain permits. He explained that when a residential permit comes in for something such as a fence encroachment or an irrigation line, Northern records the permit so it is depicted on the property records.

Mr. Edwards explained that the recordation also extended to POA/HOA community property and explained that the purpose is to make all successors aware of the existence of the permit, noting that the recommendation included the addition of appropriate language into the permit advising the permittee that Northern will be recording the permit in the Official Records of Palm Beach County.

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 Committee's recommendation with regard to the recording of permits.

ii) Consider Approval of January 3, 2024 Minutes

Mr. Boykin asked the Board for a motion to approve the Engineering Review Committee minutes of January 3, 2024.

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed approving Engineering Review Committee minutes of January 3, 2024.

10) 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.

11) COMMENTS FROM THE BOARD

With regard to the last ERC item, Mr. LaMotte asked if Northern will be charging the permit applicant for the recording fee. Mr. Beatty stated that Northern has not been charging the applicant a recording fee. Ms. Roundtree explained that the applicant is charged an initial permit application fee which typically covers Staff time and the permit recordation.

12) 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
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EXECUTIVE SUMMARY

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

DATE: February 28, 2024

FROM: Kenneth E. Roundtree, Director of Operations

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

RE: Unit of Development Nos. 5D, 11, 14, 18 and 24
Consider Purchase Orders to Glasgow Equipment Services, Inc.
Purchase and Installation of Fuel Polishers
Purchase Order Nos. 24-281, 24-282, 24-283, 24-284 and 24-285

Background

Northern Palm Beach County Improvement District owns/maintains 13 diesel tanks. The tanks vary in volume from 500 to 3000 gallons. The tanks are located at Northern's Stormwater Pump Stations as well as the Northern's Administration Building fueling site. The fuel is used to supply back up emergency generators in the event of power interruptions from Florida Power and Light as well as fuel for Northern's diesel-fueled vehicles.

The tanks are filled to capacity prior to hurricane season and then refilled as necessary during the year based on usage. With the exception of the minor amount of fuel used for monthly maintenance operation, the majority of the fuel typically remains unused during any given year. When diesel fuel remains in a tank unused for a long period of time, water, sediments and other particulates will accumulate and degradation of the fuel is accelerated. When that happens, the only options are to drain the tank, or hire a company to annually polish the fuel to remove the water, sediments and other particulates that could damage the equipment using the fuel.

Fuel Polishers are mechanical devices that are capable of providing fuel filtration and purification in order to maintain the diesel fuel held in storage. The system basically circulates the fluid from the storage tank, through the system, removing water and particulate matter, then returns the clean, dry fuel back to the storage tank. These individual devices are installed on each tank and are more economical than hiring a company to clean the fuel annually. In addition, the fuel is constantly

kept in optimal condition rather than only cleaned annually. During FY 22/23, a fuel polisher was installed on the fuel tank in Unit of Development No. 43, Mirasol. The project was successful and Staff is pleased with the results.

Glasgow Equipment Services, Inc. is the company that maintains Northern's fuel systems and has provided quotes for each individual application. Individual Purchase Orders have been prepared, as they relate to the respective Units with fuel storage tanks. Due to budgetary constraints, the Operations Department is phasing this project with the intent on funding five of the tanks this year, five in FY 24/25 and the remaining two in FY 25/26.

Fiscal Impact

This project is budgeted in the FY 23/24 maintenance budget for the applicable Units.

Recommendation

Northern Staff recommends Board approval of the referenced Purchase Order Nos. 24-281, 24-282, 24-283, 24-284 and 24-285 to Glasgow Equipment Services, Inc. in the amount of \$28,425.00 each.



Northern Palm Beach County Improvement District

Purchase Order

Purchase Order No.

24-281

Vendor :2038

Glasgow Equipment Service, Inc

PO Box 10087
Riviera Beach, FL 33419-0087
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 01/19/2024
Required Date 01/29/2024
Prepared By JONATHAN H. ILES
Workflow ID 07
Status Board 2 Documents
Description U5D-PS1: FURNISH AND INSTALL (1) NEW SS CF4.0-PCB-ENCLOSURE FUELTEC SYSTEMS FUEL POLISHER WITH MOUNTING POST.

Change Order 0
Project No
Invoice to Y
follow

Comments : The budgeted amount for Fuel Polisher was \$25,000.00 (GL 56401) See attached. The proposals received for each of the five (5) Units, twelve months later, after budget approval; are \$28,425. Please take the funded amount of \$25,000.00 from U5D: 56401 and the remaining balance (requested overage or unfunded balance) from U5D GL 54602, per Ops Director K. Roundtree on 1/19/24 Iles

Table with 7 columns: Qty, Unit Type, Fund, GL Acct, Item Description, Unit Price, Total. Row 1: 1 EA 05D1 56401 U5D-PS1: FURNISH AND INSTALL (1) NEW SS CF4.0-PCB-ENCLOSURE FUELTEC SYSTEMS FUEL POLISHER WITH MOUNTING POST. 28,425.00 28,425.00

Total : \$28,425.00

Approval Information

SUSAN P. SCHEFF Board 01/23/2024 2:37 PM
CLIFFORD D. BEAT Executive Director 01/23/2024 1:45 PM
KATHLEEN E. ROUN Finance Director 01/23/2024 1:43 PM
LAURA L. HAM Budget Manager 01/23/2024 9:30 AM
Kimberly A. Leser District Engineer 01/19/2024 3:13 PM
KENNITH R. ROUN Department Manager 01/19/2024 1:47 PM
JONATHAN H. ILES Requester 01/19/2024 1:37 PM
JONATHAN H. ILES Requester 01/19/2024 1:33 PM
JONATHAN H. ILES Requester 01/19/2024 1:26 PM
JONATHAN H. ILES Requester 01/19/2024 1:03 PM
JONATHAN H. ILES Requester 01/19/2024 12:37 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.



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

24-282

Purchase Order

Vendor :2038

Glasgow Equipment Service, Inc

PO Box 10087
Riviera Beach, FL 33419-0087
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 01/19/2024
Required Date 01/29/2024
Prepared By JONATHAN H. ILES
Workflow ID 07
Status Board 2 Documents
Description U11-PS3: FURNISH AND INSTALL (1)
NEW SS CF4.0-PCB-ENCLOSURE FUELTEC
SYSTEMS FUEL POLISHER WITH
MOUNTING POST.

Change Order 0
Project No
Invoice to Y
follow

Comments : The budgeted amount for Fuel Polisher was \$25,000.00 (GL 56401) See attached. The proposals received for each of the five (5) Units, twelve months later, after budget approval; are \$28,425. Please take the funded amount of \$25,000.00 from U11: 56401 and the remaining balance (requested overage or unfunded balance) from U11 GL 54602, per Ops Director K. Roundtree on 1/19/24 Iles

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	1101	56401	U11-PS3: FURNISH AND INSTALL (1) NEW SS CF4.0-PCB-ENCLOSURE FUELTEC SYSTEMS FUEL POLISHER WITH MOUNTING POST.	28,425.00	28,425.00

Total : \$28,425.00

Approval Information

SUSAN P. SCHEFF Board 01/23/2024 2:34 PM
CLIFFORD D. BEAT Executive Director 01/23/2024 1:45 PM
KATHLEEN E. ROUN Finance Director 01/23/2024 1:43 PM
LAURA L. HAM Budget Manager 01/23/2024 9:30 AM
Kimberly A. Leser District Engineer 01/19/2024 3:13 PM
KENNITH R. ROUN Department Manager 01/19/2024 1:47 PM
JONATHAN H. ILES Requester 01/19/2024 1:37 PM
JONATHAN H. ILES Requester 01/19/2024 1:33 PM
JONATHAN H. ILES Requester 01/19/2024 1:27 PM
JONATHAN H. ILES Requester 01/19/2024 12:59 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.



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

24-283

Purchase Order

Vendor :2038

Glasgow Equipment Service, Inc

PO Box 10087
Riviera Beach, FL 33419-0087
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 01/19/2024
Required Date 01/29/2024
Prepared By JONATHAN H. ILES

Workflow ID 07
Status Board 2 Documents
Description U14-PS1: FURNISH AND INSTALL (1)
NEW SS CF4.0-PCB-ENCLOSURE FUELTEC
SYSTEMS FUEL POLISHER WITH
MOUNTING POST.

Change Order 0
Project No
Invoice to Y
follow

Comments : The budgeted amount for Fuel Polisher was \$25,000.00 (GL 56401) See attached. The proposals received for each of the five (5) Units, twelve months later, after budget approval; are \$28,425. Please take the funded amount of \$25,000.00 from U14: 56401 and the remaining balance (requested overage or unfunded balance) from U14 GL 54602, per Ops Director K. Roundtree on 1/19/24 Iles

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	1401	56401	U14-PS1: FURNISH AND INSTALL (1) NEW SS CF4.0-PCB-ENCLOSURE FUELTEC SYSTEMS FUEL POLISHER WITH MOUNTING POST.	28,425.00	28,425.00

Total : \$28,425.00

Approval Information

SUSAN P. SCHEFF Board 01/23/2024 2:32 PM
CLIFFORD D. BEAT Executive Director 01/23/2024 1:45 PM
KATHLEEN E. ROUN Finance Director 01/23/2024 1:43 PM
LAURA L. HAM Budget Manager 01/23/2024 9:31 AM
Kimberly A. Leser District Engineer 01/19/2024 3:13 PM
KENNITH R. ROUN Department Manager 01/19/2024 1:47 PM
JONATHAN H. ILES Requester 01/19/2024 1:42 PM
JONATHAN H. ILES Requester 01/19/2024 1:38 PM
JONATHAN H. ILES Requester 01/19/2024 1:33 PM
JONATHAN H. ILES Requester 01/19/2024 12:59 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.



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

24-284

Purchase Order

Vendor :2038

Glasgow Equipment Service, Inc

PO Box 10087
Riviera Beach, FL 33419-0087
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 01/19/2024
Required Date 01/29/2024
Prepared By JONATHAN H. ILES

Workflow ID 07
Status Board 2 Documents
Description U18-PS2: FURNISH AND INSTALL (1)
NEW SS CF4.0-PCB-ENCLOSURE FUELTEC
SYSTEMS FUEL POLISHER WITH
MOUNTING POST.

Change Order 0
Project No
Invoice to Y
follow

Comments : The budgeted amount for Fuel Polisher was \$25,000.00 (GL 56401) See attached. The proposals received for each of the five (5) Units, twelve months later, after budget approval; are \$28,425. Please take the funded amount of \$25,000.00 from U18: 56401 and the remaining balance (requested overage or unfunded balance) from U18 GL 54602, per Ops Director K. Roundtree on 1/19/24 Iles

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	1801	56401	U18-PS2: FURNISH AND INSTALL (1) NEW SS CF4.0-PCB-ENCLOSURE FUELTEC SYSTEMS FUEL POLISHER WITH MOUNTING POST.	28,425.00	28,425.00

Total : \$28,425.00

Approval Information

SUSAN P. SCHEFF Board 01/23/2024 2:30 PM
CLIFFORD D. BEAT Executive Director 01/23/2024 1:45 PM
KATHLEEN E. ROUN Finance Director 01/23/2024 1:43 PM
LAURA L. HAM Budget Manager 01/23/2024 9:32 AM
Kimberly A. Leser District Engineer 01/19/2024 3:13 PM
KENNITH R. ROUN Department Manager 01/19/2024 1:47 PM
JONATHAN H. ILES Requester 01/19/2024 1:38 PM
JONATHAN H. ILES Requester 01/19/2024 1:34 PM
JONATHAN H. ILES Requester 01/19/2024 1:05 PM
JONATHAN H. ILES Requester 01/19/2024 1:04 PM
JONATHAN H. ILES Requester 01/19/2024 1:00 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.



Northern Palm Beach County Improvement District

Purchase Order

Purchase Order No.

24-285

Vendor :2038

Glasgow Equipment Service, Inc

PO Box 10087
Riviera Beach, FL 33419-0087
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 01/19/2024
Required Date 01/29/2024
Prepared By JONATHAN H. ILES
Workflow ID 07
Status Board 2 Documents
Description U24-PS1: FURNISH AND INSTALL (1) NEW SS CF4.0-PCB-ENCLOSURE FUELTEC SYSTEMS FUEL POLISHER WITH MOUNTING POST.

Change Order 0
Project No
Invoice to Y
follow

Comments : The budgeted amount for Fuel Polisher was \$25,000.00 (GL 56401) See attached. The proposals received for each of the five (5) Units, twelve months later, after budget approval; are \$28,425. Please take the funded amount of \$25,000.00 from U24: 56401 and the remaining balance (requested overage or unfunded balance) from U24 GL 54602, per Ops Director K. Roundtree on 1/19/24 Iles

Table with 7 columns: Qty, Unit Type, Fund, GL Acct, Item Description, Unit Price, Total. Row 1: 1 EA 2401 56401 U24-PS1: FURNISH AND INSTALL (1) NEW SS CF4.0-PCB-ENCLOSURE FUELTEC SYSTEMS FUEL POLISHER WITH MOUNTING POST. 28,425.00 28,425.00

Total : \$28,425.00

Approval Information

SUSAN P. SCHEFF Board 01/23/2024 2:27 PM
CLIFFORD D. BEAT Executive Director 01/23/2024 1:45 PM
KATHLEEN E. ROUN Finance Director 01/23/2024 1:42 PM
LAURA L. HAM Budget Manager 01/23/2024 9:32 AM
Kimberly A. Leser District Engineer 01/19/2024 3:14 PM
KENNITH R. ROUN Department Manager 01/19/2024 1:47 PM
JONATHAN H. ILES Requester 01/19/2024 1:39 PM
JONATHAN H. ILES Requester 01/19/2024 1:35 PM
JONATHAN H. ILES Requester 01/19/2024 1:03 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.



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: February 28, 2024

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

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

RE: Unit of Development No. 2C – Alton
Consider Bill of Sale to the City of Palm Beach Gardens
Alton Road and Beckman Terrace

Background

The construction of Alton Road and Beckman Terrace was completed with the Alton Road Extension and Offsite Utility Construction Project for Unit 2C Alton in May 2019, excluding the final lift of asphalt. The improvements include pavement, curbing, water, sewer and storm drainage utilities to service the community. The water and sewer improvements were accepted for ownership and operation by Seacoast Utility Authority in November 2018. On June 28, 2023, Northern issued a contract to J.W. Cheatham, LLC to complete the Alton Phase 2 Final Paving Project for Pasteur Boulevard, the south half of Alton Road and Beckman Terrace. The final paving improvements for Alton Road and Beckman Terrace were completed February 2024.

Tracts S-1A and S-1B were dedicated to the City of Palm Beach Gardens in 2017 on the plat of Alton PCD – Tracts DEF, as recorded in Plat Book 124, Page 156 in the Official Records of Palm Beach County.

Fiscal Impact

The total cost of construction for these improvements is identified in the Bill of Sale as \$1,355,057.75.

Recommendation

The District Engineer recommends execution of the attached Bill of Sale to the City of Palm Beach Gardens for the Alton Road and Beckman Terrace roadway improvements.

NAME OF PROJECT:

Northern Palm Beach County Improvement District
Unit of Development No. 2C (Alton Road and Beckman Terrace)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Northern Palm Beach County Improvement District, an independent special district of the State of Florida, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, Party of the First Part, has granted, bargained, conveyed, transferred and delivered, and by these presents does grant, bargain, convey, transfer and deliver unto the City of Palm Beach Gardens, a municipal corporation organized and existing under the laws of the State of Florida, the said Party of the Second Part, its successors and assigns, the following goods and chattels in their current “As-Is” condition, without warranties of any nature whatsoever by the Party of the First Part except as for those granted to the Party of the First Part by others as to said goods and chattels, all as located in the County of Palm Beach, Florida, to wit:

(See attached Exhibit “A”)

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its administrators, successors and assigns forever.

Said Party of the First Part, for itself, its successors and assigns, does hereby covenant to and with the said Party of the Second Part, its successors and assigns, that said Party of the First Part is the lawful owner of the goods and chattels described in attached Exhibit “A”; that the same are free from all encumbrances; that Party of the First Part has good right to convey the same as aforesaid; and, that Party of the First Part will warrant and defend the conveyance of the said property, goods and chattels hereby made, unto the said Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever; and

Said Party of the First Part does further hereby assign to the Party of the Second Part any and all warranties and guarantees that it has received as to said goods and chattels to the extent that such warranties and guarantees may be assigned without recourse to the Party of the First Part.

IN WITNESS WHEREOF, said Party of the First Part, by and through its undersigned representative, has hereunto set its hands and seal(s) this ____ day of _____, 2024.

[DISTRICT SEAL]

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

Attest: _____
Susan P. Scheff, Assistant Secretary

By: _____
Print: Matthew J. Boykin
Title: President

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 _____, 2024, 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 _____.



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: February 28, 2024

FROM: Kenneth E. Roundtree, Director of Operations

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

RE: Unit of Development No. 14 - Eastpointe
Consider Encumbrance Modifications to Ferreira Construction Company
Original Purchase Order Nos. 23-1091 and 23-1097

Background

In September 2023, two sinkholes were discovered in the Eastpointe Development that were in need of emergency repair. Ferreira Construction Company was issued two Purchase Orders to perform the repair. Purchase Order No. 23-1091 was issued for \$94,975.63 and Purchase Order No. 23-1097 was issued for \$101,613.60. Both Purchase Orders were ratified at the October Board meeting.

Both Purchase Orders were issued with the understanding that they were intended only for the initial repairs to stabilize the pipe and that subsequent invoices would be submitted on a time and material basis for additional fieldwork and restoration services as required.

Invoices were submitted for the additional work and Encumbrance Modifications are required for Purchase Order No. 23-1091 for \$19,565.06 and Purchase Order No. 23-1097 for \$14,754.32.

Fiscal Impact

This project was not budgeted, as it was needed to correct an emergency situation, and reserves are needed to fund the payments.

Recommendation

Northern Staff recommends approval of the Encumbrance Modifications for Purchase Order No. 23-1091 in the amount of \$19,565.06 and Purchase Order No. 23-1097 in the amount of \$14,754.32 to Ferreira Construction Company.



**Northern Palm Beach County
Improvement District**

Purchase Order No. 23-1091-1

Encumbrance Modification

Vendor :627

Ferreira Construction Company

Attn: Accounts Payable 13000 SE Flora Avenue
Hobe Sound, FL 33455
Phone - / Fax -

Comments

Associated Civil work is listed as time and materials and would be processed as a second PO upon receipt of invoice from Ferreira. THIS ENCUMBRANCE MODIFICATION IS TO RECORD THE ADDITIONAL INVOICE. There was a \$1 placeholder to keep PO open for this add'l work, so the amount of the encumbrance modification is \$1 less than the invoice in order to adjust the total PO to the amount of invoice.

Document Information

Document Date 01/18/2024
Required Date 01/18/2024
Prepared By Greg Sale
Workflow ID 07

Status Board 2 Documents
Description Encumbrance Modification for 23-1091

Change Order 0

Project No

Invoice to Y
follow

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	1401	56301	Emergency pipe rehabilitation with CIPP liner	19,564.06	19,564.06

Total : \$19,564.06

Approval Information

SUSAN P. SCHEFF	Board	01/19/2024 1:11 PM
CLIFFORD D. BEAT	Executive Director	01/19/2024 1:06 PM
KATHLEEN E. ROUN	Finance Director	01/19/2024 12:46 PM
LAURA L. HAM	Budget Manager	01/19/2024 11:46 AM
Kimberly A. Leser	District Engineer	01/19/2024 11:35 AM
KENNITH R. ROUN	Department Manager	01/19/2024 7:43 AM
Greg Sale	Requester	01/18/2024 5:05 PM

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Encumbrance Modification

Vendor :627

Ferreira Construction Company

Attn: Accounts Payable 13000 SE Flora Avenue
Hobe Sound, FL 33455
Phone - / Fax -

Comments

This is the additional cost on time and material for ground work done by Ferreira not shown in the original cost. This is for unforeseen conditions once full scope becomes apparent after excavation of sink holes, addition to large equipment constructing and maintain dirt coffer dam. ADD'L TIME AND MATERIALS INVOICE ATTACHED WITH THIS ENCUMBRANCE MODIFICATION - po had \$1 placeholder balance left, so this encumbrance modification is for \$1 less than invoice in order to adjust PO to balance due.

Document Information

Document Date 01/18/2024
Required Date 01/18/2024
Prepared By Greg Sale
Workflow ID 07

Status Board 2 Documents
Description Encumbrance Modification for 23-1097

Change Order 0

Project No

Invoice to follow Y

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	1401	56301	Emergency sink hole pipe repair with CIPP liner	14,753.32	14,753.32

Total : \$14,753.32

Approval Information

SUSAN P. SCHEFF	Board	01/19/2024 1:18 PM
CLIFFORD D. BEAT	Executive Director	01/19/2024 1:06 PM
KATHLEEN E. ROUN	Finance Director	01/19/2024 12:46 PM
LAURA L. HAM	Budget Manager	01/19/2024 11:46 AM
Kimberly A. Leser	District Engineer	01/19/2024 11:36 AM
KENNITH R. ROUN	Department Manager	01/19/2024 7:42 AM
Greg Sale	Requester	01/18/2024 4:37 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.



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: February 28, 2024

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. 4 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. This change order represents costs associated with additional Public and Private Improvement work not included in the original contract and additional time to allow the final inspections to be completed. J.W. Cheatham, LLC has provided a proposal to complete the additional Public Improvement work associated with sidewalk improvements for \$9,090.00. The proposal includes additional Private Improvement work associated with adjustment of a sanitary manhole and fire hydrant extensions in the amount of \$6,620.00.

Change Order No. 4 requests an increase in the contract amount of \$15,710.00 and the addition of 60 days to allow final inspections to be completed prior to contract expiration

Fiscal Impact

There are sufficient Bond funds available for the additional Public Improvements and there are sufficient landowner funds associated with Funding Agreement No. 3 for the additional Private Improvements.

Recommendation

The District Engineer recommends approval of Change Order No. 4 for an increase of \$15,710.00 and an additional 60 days of contract time to J.W. Cheatham, LLC.

CHANGE ORDER

No. 4

PROJECT: Unit No. 16 Venture Way Extension Project

DATE: 2/15/24

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:

1. Install handrail at sidewalk canal crossing. Increase of \$9,090.00
2. Raise (3) fire hydrants identified as nos. 1, 2, and 3 on plan sheet C3.00. Increase of \$3,705.00
3. Lower sewer manhole rim elevation identified as SS-04. Increase of \$2,915.00

Reason for Change Order:


1. Owner requested handrail be added for pedestrian safety.
2. PBPOC requested hydrants be raised.
3. EOR directed change to match adjacent project elevations.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price <u>\$ 932,633.60</u>	Original Contract Time: Substantial Completion 180 days (9/20/23) Ready for final payment: 210 days (10/20/23) days and dates
Net Changes from Previous Change Orders: No. <u>0</u> to No. <u>3</u> <u>\$ 56,415.00</u>	Net change from Previous Change Orders: No. <u>0</u> to No. <u>3</u> <u>135 days</u>
Contract Price prior to this Change Order: <u>\$ 989,048.60</u>	Contract Time prior to this Change Order: Ready for final payment: 345 days (3/3/24) days and dates
Net Increase (Decrease) of this Change Order: <u>\$ 15,710.00</u>	Net Increase (Decrease) of this Change Order: <u>60 days</u>
Contract Price with all approved Change Orders: <u>\$ 1,004,758.60</u>	Contract Time with all approved Change Orders: Substantial Completion 375 days (4/2/24) Ready for final payment: 405 days (5/2/24) days and dates

RECOMMENDED:
Kimley-Horn and Associates, Inc.

APPROVED:
NPBCID

ACCEPTED:
J.W. Cheatham, LLC

BY: 
Project Engineer

BY: _____
NPBCID
Matthew J. Boykin
President, Board of Supervisors
Date: _____

BY: 
Contractor

Date: 02/16/2024

Date: 2/16/2024



**Road Building &
Earthmoving Contractors**

January 10, 2024

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**

Dear Ms. Leser:

I submit the following change order request for additional work and additional time extension request of thirty (30) days for the above referenced project:

Thickened Edge Sidewalk	▼	30 LF	@	\$33.00 /LF	\$990.00
Pipe Handrail, Guiderail, Aluminum	▼	30 LF	@	\$270.00 /LF	\$8,100.00
Raise Fire Hydrants	▼	3 EA	@	\$1,235.00 /EA	\$3,705.00
Lower Sanitary Manhole SS-04	▼	1 EA	@	\$2,915.00 /EA	\$2,915.00
				TOTAL:	<u>\$15,710.00</u>

ADDITIONAL TIME: 30 DAYS

Qualifications:

1. No item included unless specifically stated.
2. Price is based on the following revised plan pages:
 - a. Sheet C2.00 printed 10/23/2023
 - b. Sheet C2.10 printed 10/24/2023
 - c. Sheet C2.31 printed 10/23/2024

Please call should you have any questions.

Sincerely,
J.W. Cheatham, LLC
Eddie Giles
Project Manager

**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

February 8, 2024

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**

Dear Ms. Leser:

J.W. Cheatham, LLC is requesting a time extension for an additional thirty (30) contract days for the above referenced project to allow time for installing the decorative signs and completing final inspections. We have had supply chain issues with supply and delivery of decorative signs.

Please call should you have any questions.

Sincerely,
J.W. Cheatham, LLC



Eddie Giles
Project Manager

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-20-070**

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 _____, 2024.

[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 _____, 2024, 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 21, Block 13, of Juno Isles, Plat No. 3, according to the Map or Plat thereof, as recorded in the Plat Book 27 at Pages 188 and 189, of the Public Records of Palm Beach County, Florida.

Parcel Control Number 00-43-41-33-04-013-0210



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. 20-070
UNIT OF DEVELOPMENT NO. U20, Juno Isles
PROJECT NAME: Lupton Riprap, Dock, Boat Lift

PERMITTEE: Michael Lupton
12940 Wilton Road
North Palm Beach, FL 33408

PROPOSED CONSTRUCTION: Install new rip rap, dock and stairs.

PERMITTED ACTIVITIES: Installation of rip rap within Lake Tract T-4 as identified on the current Unit 20 Northern Facilities Map and granted to Northern via Official Records Book 4918, Pages 218-220 of the Public Records of Palm Beach County, Florida. All work is to be completed in accordance with plans and specifications submitted by Croushore Marine Engineering, Inc. dated November 8, 2022, 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

Polly Scherman
Project Coordinator

11/15/2023

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 NOTICE OF CONSTRUCTION COMMENCEMENT INCLUDED WITH THIS PERMIT.

SEE SPECIAL CONDITIONS ON PAGE 2

SPECIAL CONDITIONS

1. A separate building permit may be required by Palm Beach County and is not part of this permit. If required, Permittee shall provide a copy of the approved Palm Beach County building permit to Northern.
2. Lake Bank at adjoining properties shall be restored to pre-permit conditions.
3. Floating turbidity barrier shall be installed as required to conform to NPDES standards.
4. Permittee shall obtain any required approvals from POA/HOA.
5. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
6. Permittee shall provide confirmation that all other inspections passed.
7. Permittee is reminded to submit the District's Notice of Construction Commencement (NOC) Form 48 hours prior to the start of construction.
8. Permittee is reminded to submit the District's Notice of Construction Completion (NOCC) Form upon project completion. In addition, the Project Engineer must submit a Final Certification (signed and sealed) and Record Drawings, 1 digital copy in both PDF and AutoCAD 2000 or newer format.
9. Permittee is responsible for maintenance in perpetuity, NPBCID assumes no maintenance responsibilities.

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.

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-20-071**

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 _____, 2024.

[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 _____, 2024, 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 6, Block 16, Replat of Juno Isles, Plat No. 3, according to the Plat thereof, recorded in the Plat Book 28, Page 64, of the Public Records of Palm Beach County, Florida.

Parcel Control Number 00-43-41-33-06-016-0060



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 20-071
UNIT OF DEVELOPMENT NO. 20, Juno Isles
PROJECT NAME: Jackson Seawall and Dock

PERMITTEE: James Jackson, Jr.
 12875 Barrow Road
 North Palm Beach, FL 33408

PROPOSED CONSTRUCTION: Installation of new seawall and dock

PERMITTED ACTIVITIES: Construction of approximately 144 linear feet of seawall along face of existing wooden seawall within the “Lake” Tract as shown on Plat No. 3 Juno Isles as recorded in, PB 27 Pages 188 & 189 of the Public Records of Palm Beach County Florida. The “Lake” Tract was deeded to Northern via ORB 4918 PG 0218 and designated as T-4 on the latest Facilities Map for Unit 20. The new seawall includes a pressure treated wood pilings, vinyl sheet pile, a wooden cap and one 8-foot-long return wall at the north property line. The new seawall is proposed to connect with a proposed seawall on the lot located to the south. Construction includes 5 ft X 30 ft pressure treated wood dock. All work is to be completed in accordance with the DLS Environmental Services, Dock and Seawall Plan sheets 1 through 4 produced for 12875 Barrow Road, Signed and Sealed by Paul Welch November 16, 2023.

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**

 Polly Scherman
 Project Coordinator

 January 2, 2024
 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. Should proposed seawall on lot located to south not be constructed, return wall shall be constructed and match existing grade.
2. A separate building permit may be required by Palm Beach County and is not part of this permit. If required, Permittee shall provide a copy of the approved Palm Beach County building permit to Northern.
3. Permittee shall obtain any required approvals from POA/HOA and provide a copy of the approved POA/HOA letter.
4. Lake Bank at adjoining properties shall be restored to pre-existing or better condition.
5. Right-of-way shall be restored to pre-existing or better condition.
6. Floating turbidity barrier shall be installed around the construction area within the lake tract and shall remain in place until construction is complete as required to conform to NPDES standards.
7. Applicant is reminded that should the Northern Palm Beach County Improvement District need to repair the portions of the water management system located within the dedicated Water Management Tract in the future, the permittee will be responsible for removal and replacement of Permittee's facilities constructed within the District's Water Management Tract at Permittee's cost.
8. Should the District determine that construction related to the permitted activities adversely impacts Northern's facilities, the permittee shall remedy the situation immediately at no cost to Northern Palm Beach County Improvement District.
9. Applicant is advised that NPDES measures shall be in place at all times during construction and until construction is complete. Please refer to the NPDES conditions included in this permit.
10. The Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from construction or operation of the surface water management system.
11. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
12. Permittee shall provide confirmation that all other inspections have passed.
13. Permittee is reminded to submit the Notice of Construction Commencement form to the District 48 hours prior to the start of construction.
14. Permittee is reminded to submit the District's Notice of Construction Completion (NOCC) Form upon project completion. In addition, the Project Engineer must submit a Final Certification (signed and sealed) and Record Drawings, 1 digital copy in both PDF and AutoCAD 2000 or newer format.
15. Permittee is responsible for maintenance in perpetuity, NPBCID assumes no maintenance responsibilities for the permitted improvements.

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.

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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.

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:
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 - \$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-20-072**

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 _____, 2024.

[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 _____, 2024, 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 4, Block 16, Juno Isles, Plat No. 3, (Replat of Lots 4 through 9 and Lots 14 through 25, Block 16, and Lots 11 through 17, Block 17) according to the plat thereof as recorded in the Plat Book 28, Page 64, of the Public Records of Palm Beach County, Florida.

Parcel Control Number 00-43-41-33-06-016-0040



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 20-072

UNIT OF DEVELOPMENT NO. 20, Juno Isles

PROJECT NAME: Hassett Seawall, Dock and Boat Lift

PERMITTEE: Neal Hassett

12795 Packwood Road
 North Palm Beach, FL 33408

PROPOSED CONSTRUCTION: New installation of seawall, dock, and boat lift

PERMITTED ACTIVITIES: Construction of approximately 52 linear feet of vinyl sheet pile seawall, tie backs and anchors along face of existing wooden seawall within the “Lake” Tract as shown on Plat No. 3 Juno Isles as recorded in, PB 27 Pages 188 & 189 of the Public Records of Palm Beach County Florida. The “Lake” Tract was deeded to Northern via ORB 4918 PG 0218 and designated as T-4 on the latest Facilities Map for Unit 20. The new seawall includes a concrete cap and a 10-foot-long return wall at south property line. New Seawall is proposed to connect with a proposed seawall on the lot located to north. Construction includes 6 ft X 20 ft dock and 4 ft X 14 ft pier with composite decking and 12 ft X 12 ft Boat Lift. All work is to be completed in accordance with the DLS Environmental Services, Dock and Seawall Plan sheets 1 through 6 produced for 12795 Packwood Road, Signed and Sealed by Paul Welch November 16, 2023; DLS Environmental Services 2023 Aerial Figures 1 through 4 for 12795 Packwood Drive dated November 2023 and Sketch and Survey for 12795 Packwood Drive produced by NexGen Surveying, LLC Signed and sealed July 3, 2023, and Boat Lift Plan produced for 12795 Packwood Road by B&B Engineering, Signed and Sealed by Oscar M. Bermudez August 7, 2023.

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

 Polly Scherman
 Project Coordinator

 January 2, 2024
 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. Should proposed seawalls on lots located to north or south not be constructed, proposed seawall shall tie into existing seawalls and match existing grades.
2. A separate building permit may be required by Palm Beach County and is not part of this permit. If required, Permittee shall provide a copy of the approved Palm Beach County building permit to Northern.
3. Permittee shall obtain any required approvals from POA/HOA and provide a copy of the approved POA/HOA letter.
4. Lake Bank at adjoining properties shall be restored to pre-existing or better condition.
5. Right-of-way shall be restored to pre-existing or better condition.
6. Floating turbidity barrier shall be installed around the construction area within the lake tract and shall remain in place until construction is complete as required to conform to NPDES standards.
7. Applicant is reminded that should the Northern Palm Beach County Improvement District need to repair the portions of the water management system located within the dedicated Water Management Tract in the future, the permittee will be responsible for removal and replacement of Permittee's facilities constructed within the District's Water Management Tract at Permittee's cost.
8. Should the District determine that construction related to the permitted activities adversely impacts Northern's facilities, the permittee shall remedy the situation immediately at no cost to Northern Palm Beach County Improvement District.
9. Applicant is advised that NPDES measures shall be in place at all times during construction and until construction is complete. Please refer to the NPDES conditions included in this permit.
10. The Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from construction or operation of the surface water management system.
11. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
12. Permittee shall provide confirmation that all other inspections have passed.
13. Permittee is reminded to submit the Notice of Construction Commencement form to the District 48 hours prior to the start of construction.
14. Permittee is reminded to submit the District's Notice of Construction Completion (NOCC) Form upon project completion. In addition, the Project Engineer must submit a Final Certification (signed and sealed) and Record Drawings, 1 digital copy in both PDF and AutoCAD 2000 or newer format.
15. Permittee is responsible for maintenance in perpetuity, NPBCID assumes no maintenance responsibilities for the permitted improvements.

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 ($\frac{1}{2}$) 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 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.
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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.
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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.
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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.

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

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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-23-056**

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 _____, 2024.

[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 _____, 2024, 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 47, The Shores Plat 1, according to the plat thereof as recorded in Plat Book 54, Page 162, of the Public Records of Palm Beach County, Florida.

Parcel Control Number 30-42-40-34-08-000-0470.



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. 23-056
UNIT OF DEVELOPMENT NO. U23, The Shores
PROJECT NAME: AZZARA DOCK

PERMITTEE: Tony Azzara
6691 Lost Lake Ct.
Jupiter, FL 33458

PROPOSED CONSTRUCTION: Construction of new dock

PERMITTED ACTIVITIES: Construction of a new dock within Northern Palm Beach County Water Management Tract T-A and the Water Management Maintenance Easement (known as E-2 on Northern’s Unit 23 Facilities Map) dedicated to Northern on The Shores Plat 1 as recorded in Plat Book 54, Pages 162-167 of the Public Records of Palm Beach County, Florida. All work is to be completed in accordance with plans and specifications submitted by A.T Designs, Inc. Engineering & Consulting Services, signed and sealed by Timothy Marshall on December 01, 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**

Polly Scherman
Project Coordinator

12/15/2023

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 NOTICE OF CONSTRUCTION COMMENCEMENT INCLUDED WITH THIS PERMIT.

SEE SPECIAL CONDITIONS ON PAGE 2

SPECIAL CONDITIONS

1. A separate building permit may be required by Palm Beach County and is not part of this permit. If required, Permittee shall provide a copy of the approved Palm Beach County building permit to Northern.
2. Right-of-Way to be restored to pre-existing or better condition.
3. Floating turbidity barrier shall be installed around the construction area within the lake tract and shall remain in place until construction is complete as required to conform to NPDES standards.
4. Applicant is reminded that should the Northern Palm Beach County Improvement District need to repair the portions of the water management system located within the dedicated Water Management Tract in the future, the permittee will be responsible for removal and replacement of Permittee's facilities constructed within the District's Water Management Tract at Permittee's cost.
5. Should the District determine that construction related to the permitted activities adversely impacts Northern's facilities, the permittee shall remedy the situation immediately at no cost to Northern Palm Beach County Improvement District.
6. The Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from construction or operation of the surface water management system.
7. Applicant is advised that NPDES measures shall be in place at all times during construction and until construction is complete. Please refer to the NPDES conditions included in this permit.
8. Permittee shall obtain any required approvals from POA/HOA and provide a copy of the approved POA/HOA letter.
9. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
10. Permittee is reminded to submit the District's Notice of Construction Commencement (NOC) Form 48 hours prior to the start of construction.
11. Permittee is reminded to submit the District's Notice of Construction Completion (NOCC) Form upon project completion. In addition, the Project Engineer must submit a Final Certification (signed and sealed) and Record Drawings, 1 digital copy in both PDF and AutoCAD 2000 or newer format.
12. Permittee is responsible for maintenance in perpetuity, NPBCID assumes no maintenance responsibilities.

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: February 28, 2024

FROM: Kenneth E. Roundtree, Director of Operations

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

RE: Unit of Development No. 24 – Ironhorse
Consider Purchase Order No. 24-236 to Palmera Enterprises, LLC
Outfall Canal Clearing

Background

The northeastern canal bank of the Ironhorse outfall canal is in need of clearing of Australian Pines and other exotic brush. The canal extends from Jog Road to the Turnpike, and the area to be cleared is approximately 2000 feet by 35 feet. All areas will be graded and sloped after clearing. Flat areas will be seeded and mulched and side slopes of the canal will be sodded and pinned with Bahia grass. A request for proposals was sent to three of Northern's contractor's and two responded. Palmera Enterprises, LLC submitted the lowest quote of \$59,000.00.

Fiscal Impact

This project was budgeted in the FY 23/24 Budget and the quote is within budget.

Recommendation

Northern Staff recommends Board approval of the referenced Purchase Order No. 24-236 to Palmera Enterprises LLC in the amount of \$59,000.00.

BID TAB

Unit 24 Outfall Canal Right of Way Australian Pines, Exotic Tree and Brush Removal

Palmera Enterprises

Southeastern Excavating

Item	Description	Unit	Quantity
1	Scope of Work: Cut down below grade and remove all Australian Pine Trees, Exotic Trees and Brush for a distance of approximately 2,000 Ln. Ft. by 35' in width. The entire work area has to be graded and the top of the Right of Way has to be seeded with the bank only to be laid with sod and staked f needed. All material that has been cut and cuttings will be hauled off from work site and disposed of properly.	LS	1
2	NPDES:Basic maintenance Practice. Silt Booms, Silt Fence, Etc....	LS	1
3	Site Restoration, Back Fill, Grading, Sod, Seeding and Mulching	LS	1
4	Equipment	LS	1
5			
6			

Unit Cost	Item Cost
LS	\$ 44,000.00
LS	\$3,000.00
LS	\$5,000.00
LS	\$ 7,000.00

Unit Cost	Item Cost
LS	\$ 90,000.00
LS	\$ 5,000.00
LS	\$ 10,000.00
LS	\$ 5,000.00

Unit Cost	Item Cost
	\$ -
	\$ -
	\$ -
	\$ -

Total Bid Price

\$59,000.00

\$ 110,000.00

\$ -

Item	Description	Unit	Quantity
1		LS	1
2	NPDES:Basic maintenance Practice. Silt Booms, Silt Fence, Etc....	LS	1
3	Site Restoration, Back Fill, Grading, Sod, Seeding and Mulching	LS	1
4	Equipment	LS	1
5			1
6			

Unit Cost	Item Cost
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Unit Cost	Item Cost
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Unit Cost	Item Cost
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Bid Price

No Bid

\$ -

No Bid

\$ -

No Bid

\$ -



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

24-236

Purchase Order

Vendor :1094

Palmera Enterprises, LLC

P.O. Box 1934
Indiantown, FL 34956
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 01/12/2024
Required Date 01/22/2024
Prepared By RANDY E. CROSS

Workflow ID 07
Status Board 2 Documents
Description Unit 24 Outfall Canal Right of Way
Australian Pines, Exotic Brush Removal
Project

Change Order 0
Project No
Invoice to Y
follow

Comments : February 2024 board meeting

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	2401	56301	Unit 24 Outfall Canal Right of Way Australian Pines, Exotic Brush Removal Project	59,000.00	59,000.00

Total : \$59,000.00

Approval Information

SUSAN P. SCHEFF	Board	01/17/2024 2:14 PM
CLIFFORD D. BEAT	Executive Director	01/17/2024 2:08 PM
KATHLEEN E. ROUN	Finance Director	01/16/2024 3:06 PM
LAURA L. HAM	Budget Manager	01/16/2024 10:02 AM
Kimberly A. Leser	District Engineer	01/16/2024 8:46 AM
KENNITH R. ROUN	Department Manager	01/16/2024 7:20 AM
RANDY E. CROSS	Requester	01/12/2024 2:44 PM
ERIC A. VINCENT	Ops Supervisor	01/12/2024 9:40 AM
RANDY E. CROSS	Requester	01/12/2024 9:32 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.



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: February 28, 2024

FROM: Kenneth E. Roundtree, Director of Operations

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

RE: Unit of Development No. 29 – North Fork Development
Consider Purchase Order No. 24-346 to Crocs, LLC
Culvert Cleaning in North Fork Development

Background

Northern Palm Beach County Improvement District owns/maintains the lake interconnect culverts in the North Fork Development. Staff has identified 1,013 feet of culvert that is in need of cleaning and video inspection. Three of Northern Contractors were contacted and requested to provide proposals for the cleaning and inspection work. Crocs, LLC submitted the lowest quote in the amount of \$60,437.50.

Fiscal Impact

There are sufficient funds from a maintenance loan that was planned, and debt service budgeted, in Fiscal Year 23/24.

Recommendation

Northern Staff recommends Board approval of the referenced Purchase Order No. 24-346 to Crocs, LLC in the amount of \$60,437.50.

BID FORM
Northfork Pipe Cleaning and TV
Unit # 29

Crocs

Shenandoah

Straight Ahead

Item	Description	Unit	QTY.
1	Pipe Cleaning and TV	29	1
2			
3			
4			
5			
6			
7			
8			
9			
10			

Unit Cost	Item Cost
	\$60,437.50
	-
	-
	-
	-
	-
	-
	-

Unit Cost	Item Cost
	\$90,100.00
	-
	-
	-
	-
	-
	-
	-

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

Total Bid Price

\$60,437.50

\$90,100.00

No BID



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

24-346

Purchase Order

Vendor :2054

Crocs, LLC

13529 Barberry Drive
Wellington, FL 33414
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 02/09/2024
Required Date 02/19/2024
Prepared By Greg Sale

Workflow ID 07
Status Board 2 Documents
Description Cleaning Bid for Unit 29

Change Order 0

Project No

Invoice to Y
follow

Comments : LLH: U29 currently has a balance of ~\$99k in unencumbered note proceeds before this PO.

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	2903	54613	Cleaning Bid for Unit 29	60,437.50	60,437.50

Total : \$60,437.50

Approval Information

SUSAN P. SCHEFF	Board	02/12/2024 9:49 AM
CLIFFORD D. BEAT	Executive Director	02/12/2024 8:30 AM
KATHLEEN E. ROUN	Finance Director	02/09/2024 4:42 PM
LAURA L. HAM	Budget Manager	02/09/2024 1:06 PM
Kimberly A. Leser	District Engineer	02/09/2024 10:53 AM
KENNITH R. ROUN	Department Manager	02/09/2024 8:13 AM
Greg Sale	Requester	02/09/2024 6:43 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.



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: February 28, 2024

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. 6 to Centerline Utilities, Inc.
Purchase Order No. 22-788
Pods D-Southeast D-Southwest and I-North

Background

On September 27, 2023, Northern approved Change Order No. 5 adding the construction of the Pod D-Southwest Public Improvements back into the contract with Centerline Utilities. The Public Improvements include Potable Water and Sewer Improvements which will be turned over to Palm Beach County Water Utilities upon completion of their construction. The Developer pre-purchased potable water service brass fittings to avoid construction delays. The cost of the pre-purchased materials, including delivery fees, is being deducted from the Public Contract work.

Change Order No. 5 is a deduction of \$65,721.17 in the Contract amount and represents the removal of costs associated with Developer-purchased Public Improvements materials.

Fiscal Impact

Deducted material costs in the amount of \$65,721.17 will be added back into the available bond funds.

Recommendation

The District Engineer recommends approval of Change Order No. 6 to Purchase Order No. 22-788, reducing the contract amount by \$65,721.17 to Centerline Utilities, Inc.

CHANGE ORDER

(Instructions on reverse side)

No. 6

PROJECT Unit 53 Arden - Parcels D-Southeast, D-Southwest and I-North Imp.
DATE OF ISSUANCE January 24, 2024 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 a deduction for water service brass fittings for Pod D-Southwest. DEDUCTIVE material costs will be removed under this contract at the direction of the Engineer and the District's Project Manager, totaling \$65,721.17. These values have been reviewed, and the Engineer concurs that these correctly represent this work. No additional days are required to complete this work.

Reason for Change Order: Pod D-Southwest water service brass fittings were pre-purchased by the Developer. Costs for these fittings are therefore being deducted from the public contract.

Attachments: Itemized costs.

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. Rows include Original Contract Price, Net changes from previous Change Orders, Contract Price prior to this Change Order, Net Increase (Decrease) of this Change Order, and Contract Price with all approved Change Orders.

RECOMMENDED: APPROVED: ACCEPTED:
By: [Signature] By: [Signature] By: [Signature]
Engineer (Authorized Signature) NPBCID Contractor (Authorized Signature)
Date: 1-29-2024 Date: 1/24/24



Centerline, Inc.

2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017

DATE: 8/21/2023

TO: Lennar

ATTN: Luis Carcoma

RE: Arden D Southwest

COR#: 08 Pre-Purchase Service Brass

See attached manifest for brass fittings to be purchased at this time. Centerline to store on site in a locked container. Container rental included for 3 months.

ITEM NO.	SIZE	DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENSION
1		Foreman	4.0	HR	\$ 107.00	\$ 428.00
2		Laborer	4.0	HR	\$ 78.00	\$ 312.00
3		Foreman Pickup Truck w/ Small Tools	4.0	HR	\$ 55.00	\$ 220.00
4		Loader	4.0	HR	\$ 176.00	\$ 704.00
5		Lowboy	2.0	HR	\$ 168.00	\$ 336.00
6		Container rental	3.0	MO	\$ 225.00	\$ 675.00
Labor & Equipment Subtotal						\$ 2,675.00
1		Material	1.0	LS	\$ 57,148.84	\$ 57,148.84
		15% Overhead & Profit				\$ 8,572.33
Material Subtotal						\$ 65,721.17
TOTAL						\$ 68,396.17

Accepted: Luis Carcoma Land Developer Manager
Name & Title

5/22/23

Date

Run Date: 8/14/23

Preshipment Notification



Customer #	106859
Order #	T394427
Date Ordered	08/14/23
Job #	ARDEN 2
Job Name	UNIT 53 ARDEN D
Customer Reference	ARDEN D SE I N
Purchase Order #	D SW SERVICE
Method of Shipment	OUR TRUCK
Contract Order #	R588577
Ordered By	BRIAN
Ship Via	CORE & MAIN LP

Sold To:
 CENTERLINE UTILITIES INC
 STOCK-RIVIERA BEACH
 2180 SW POMA DR
 PALM CITY, FL 34990 6615

Ship To:
 CENTERLINE UTILITIES INC
 660 ARDEN LAKE WAY
 PCLS D-SOUTHEAST,D-SOUTHWEST
 & I-NORTH PUBLIC IMPV PRJ 635
 WELLINGTON, FL 33470

Branch:
 WEST PALM BEACH FL
 Branch - 039
 1101 W 17th St
 Riviera Beach, FL 33404 0000
 Phone: 561-848-4396

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
2740	3615FB1100TANL	FB1100-6-TANL 1-1/2 BALL CORP STOP MIPXPJ CTS (NO LEAD)	22	22		247.00000	EA	5434.00
2750	3715B44666WNL	B44-666WNL 1-1/2 B. CURB PJ (CTS) (NO LEAD)	22	22		330.00000	EA	7260.00
2790	3915L4466NL	L44-66NL 1-1/2" NO LEAD 90 BEND PJCTS	22	22		157.00000	EA	3454.00
2800	3907C8436AWTNL	C84-36NL AWT 3/4X1-1/2 CPLG MIPXPJ NO LEAD	22	22		85.00000	EA	1870.00
2810	3707BA91323WNL	BA91-323WNL 5/8X3/4X3/4 ABV FX MT F/YOKES FIPT X MTR NO LEAD	22		22	113.00000	EA	.00
2840	I54 3915I54	#54 1-1/2 SS INSERT F/CTS PE ALSO FITS 1-1/4 IPS	132	132		3.00000	EA	396.00
2850	34Y502 4607Y502	Y502 5/8X3/4 IRON YOKE	22	22		16.00000	EA	352.00
2860	3907EC23NL	EC-23-NL 5/8X3/4 EXPANSION CON NO LEAD	22	22		30.00000	EA	660.00
2870	90007HHCA91323NL	HHCA91-323-NL 3/4 ANG DUAL CHK VLV MTR YOKE X FIPT (CART) NO LEAD	22	22		107.00000	EA	2354.00
2980	3615FB1100TANL	FB1100-6-TANL 1-1/2 BALL CORP STOP MIPXPJ CTS (NO LEAD)	32	32		247.00000	EA	7904.00
2990	I54 3915I54	#54 1-1/2 SS INSERT F/CTS PE ALSO FITS 1-1/4 IPS	192	192		3.00000	EA	576.00
3020	3715B44666WNL	B44-666WNL 1-1/2 B. CURB PJ (CTS) (NO LEAD)	32	32		330.00000	EA	10560.00
3030	3915L4466NL	L44-66NL 1-1/2" NO LEAD 90 BEND PJCTS	32	32		157.00000	EA	5024.00
3040	3915UVB4962WFPNL	UVB49-62WFPNL 1-1/2X3/4 U-BRCH PJ(CTS) NO LEAD	32		32	366.00000	EA	.00
3050	34Y502 4607Y502	Y502 5/8X3/4 IRON YOKE	64	50	14	16.00000	EA	800.00
3060	3907EC23NL	EC-23-NL 5/8X3/4 EXPANSION CON	64	64		30.00000	EA	1920.00

Run Date: 8/14/23

Preshipment Notification



Customer #	106859
Order #	T394427
Date Ordered	08/14/23
Job #	ARDEN 2
Job Name	UNIT 53 ARDEN D
Customer Reference	ARDEN D SE I N
Purchase Order #	D SW SERVICE
Method of Shipment	OUR TRUCK
Contract Order #	R588577
Ordered By	BRIAN
Ship Via	CORE & MAIN LP

Sold To:
 CENTERLINE UTILITIES INC
 STOCK-RIVIERA BEACH
 2180 SW POMA DR
 PALM CITY, FL 34990 6615

Ship To:
 CENTERLINE UTILITIES INC
 660 ARDEN LAKE WAY
 PCLS D-SOUTHEAST,D-SOUTHWEST
 & I-NORTH PUBLIC IMPV PRJ 635
 WELLINGTON, FL 33470

Branch:
 WEST PALM BEACH FL
 Branch - 039
 1101 W 17th St
 Riviera Beach, FL 33404 0000
 Phone: 561-848-4396

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
3070	90007HHCA91323NL	NO LEAD HHCA91-323-NL 3/4 ANG DUAL CHK VLV MTR YOKE X FIPT (CART) NO LEAD	64	50	14	107.00000	EA	5350.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:
 BID # 2423697 C/O # R588577
 BID NM: ARDEN PODS D SOUTHEAST D

Total Shipped:		53914.00
Total Ordered:	69834.00	
Tax Amount:	4190.04	3234.84
Other Charges:	.00	.00
Total:	74024.04	57148.84

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
BUDGET CALENDAR
FISCAL YEAR 2025**

<u>Date</u>	<u>Activity</u>
January 23, 2024	Distribute Budget Worksheet Packages and instructions to District Staff.
March 1, 2024	Budget Packages due to Budget Manager.
March 1 – May 17, 2024	Review Draft Budget, Assessment Rates, Cost Allocation Analysis, and Common Area Acreage Analysis with Executive Director, District Engineer, Director of Finance and Administration, and Consultants.
April 5 – June 22, 2024	Landowner/POA/HOA meetings scheduled to Review Draft Budget and Assessment Rates.
May 22, 2024	Presentation of Draft Budget to Board of Supervisors by Executive Director.
May 26, 2024	First Release by Property Appraiser of 2024 Tax Roll data for NAV Assessment Roll.
May 27 – June 5, 2024	Analysis of changes in NAV Assessment Roll.
June 26, 2024	Presentation of FY 2025 TRIM Budget and Assessments Rates for approval by Board of Supervisors.
July 15, 2024	Deadline for submittal of FY 2025 TRIM Budget Assessments to Palm Beach County Property Appraiser and ISS.
July 22, 2024	Deadline for verification of the Assessment Roll for TRIM notices, and mailing of Chapter 197 notices for new assessments.
August 28, 2024	Public Hearing and Board of Supervisors Meeting for Final Certification of Assessment Roll and FY 2025 Budget.
September 15, 2024	Deadline for Certification of Final NAV Tax Roll to the Tax Collector.
October 1, 2024	Fiscal Year 2025 Approved Budget is implemented.

**RECOMMENDED DISBURSEMENTS FOR
FEBRUARY 28, 2024 BOARD MEETING**

	BOND/COI**	EIPC*	NOTE PROCEEDS	LANDOWNER FUNDS	TOTALS
Unit No. 2C - Alton	155,732.93			164,355.65	320,088.58
Unit No. 5 - Henry Rolf		-	478,585.62		478,585.62
Unit No. 11 - PGA National		740.00			740.00
Unit 16 - P. B. Park of Commerce	18,894.93			10,234.80	29,129.73
Unit No. 53 - Arden	347,800.53				347,800.53
	522,428.39	740.00	478,585.62	174,590.45	1,176,344.46

* Equity in Pooled Cash

**Cost of Issuance

UNIT OF DEVELOPMENT NO. 2C

DISBURSEMENT NO. 181

FEBRUARY 28, 2024

	BOND	LANDOWNER FUNDS	TOTALS
CONSTRUCTION:			
J. W. Cheatham, LLC (Alton Phase 2 Paving Project)	<u>147,025.30</u>	<u>164,193.25</u>	311,218.55
ENGINEERING:			
Michael B. Schorah & Assoc. (Phase 2 Final Asphalt)	<u>3,077.60</u>	<u>162.40</u>	3,240.00
OTHER PROFESSIONALS:			
Caldwell & Pacetti (Legal Services)	<u>1,305.00</u>	-	1,305.00
MISCELLANEOUS:			
NPBCID Reimbursement (NPBCID Personnel time & Auditor)	<u>4,325.03</u>		4,325.03
	155,732.93	164,355.65	320,088.58

**UNIT OF DEVELOPMENT NO. 5
DISBURSEMENT NO. 27
February 28, 2024**

	<u>NOTE PROCEEDS</u>	<u>TOTAL</u>
CONSTRUCTION:		
Johnson-Davis, Inc. (Vista Pkwy South R & R Culvert)	<u>475,623.00</u>	475,623.00
ENGINEERING:		
Mock Roos & Assoc., Inc. (Replace 96" CMP in Vista Ctr)	<u>2,962.62</u>	2,962.62
	<u><u>478,585.62</u></u>	<u><u>478,585.62</u></u>

**UNIT OF DEVELOPMENT NO. 11
DISBURSEMENT NO. 156
FEBRUARY 28, 2024**

EIPC

TOTAL

ENGINEERING:

Michael B. Schorah & Assoc.
(Ave. of the Masters Milling & overlay)

740.00

740.00

740.00

740.00

**UNIT OF DEVELOPMENT NO. 16
DISBURSEMENT NO. 142
FEBRUARY 28, 2024**

	BONDS	LANDOWNER FUNDS	TOTAL
CONSTRUCTION:			
J. W. Cheatham, LLC (Venture Way Extension #633)	<u>5,061.60</u>	<u>7,557.30</u>	12,618.90
ENGINEERING:			
Kimley-Horn & Assoc. (P.E. Services Venture Way)	<u>9,647.50</u>	<u>2,677.50</u>	12,325.00
OTHER PROFESSIONALS:			
Caldwell & Pacetti (Unit 16 - Venture Way)	<u>2,465.00</u>	<u>-</u>	2,465.00
NPBCID Reimbursements: (NPBCID Personnel time)	<u>1,720.83</u>		1,720.83
	<u>18,894.93</u>	<u>10,234.80</u>	<u>29,129.73</u>

**UNIT OF DEVELOPMENT NO. 53
DISBURSEMENT NO. 130
FEBRUARY 28, 2024**

	BOND	TOTAL
CONSTRUCTION:		
Centerline Utilities, Inc. (PODS D-southeast, D-southwest & I-north)	<u>327,699.26</u>	327,699.26
ENGINEERING:		
Michael B. Schorah & Assoc. (PE Construction Phase)	<u>12,429.20</u>	12,429.20
OTHER PROFESSIONALS:		
Caldwell & Pacetti	<u>3,596.00</u>	3,596.00
MISCELLANEOUS:		
NPBCID Reimbursements: (NPBCID Personnel time & Auditor)	<u>4,076.07</u>	4,076.07
	<u>347,800.53</u>	-
		<u>347,800.53</u>



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
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EXECUTIVE SUMMARY

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

DATE: February 28, 2024

FROM: Katie Roundtree, Director of Finance and Administration

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

RE: Consider Investment Policy Revisions

Background

Northern's investment policy establishes policy and objectives governing the investment management of public funds that are in excess of the amounts needed to meet current (60 days) expenses. The policy establishes authorized investments and limits to investment types, requires internal controls, and governs investment decisions. A recent change to Florida Statutes requires governmental agencies to add language to their investment policies that mandates that investment decisions will be made solely on factors related to risk and return, rather than on the consideration of the furtherance of any social, political, or ideological interests. Additionally, several housekeeping type items were addressed to reflect current terminology.

Fiscal Impact

There is no fiscal impact associated with the adoption of the revised Investment Policy.

Recommendation

Northern Staff recommend approval of the revised Investment Policy.

INVESTMENT POLICY

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

APPROVED BY THE BOARD OF SUPERVISORS ~~09/28/2016~~2/28/2024

I. PURPOSE

The purpose of this statement is to set forth the policy and objectives governing the investment management of NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT'S (the "DISTRICT") public funds that are in excess of the amounts needed to meet current (60 days) expenses. This investment policy places the highest priority on the safety and liquidity of funds.

II. SCOPE

This investment policy applies to all investment activity of those DISTRICT funds that are in excess of those required to meet current expenses, except for its employees' pension funds, which are administered separately, or for funds related to the issuance of debt where there are other existing policies or indentures in effect for such fund.

Funds included:

- General Fund
 - Special Revenue Funds
 - Capital Project Funds
 - Enterprise Funds
-
- Any new funds created by the governing body unless specifically exempt by law.

III. OBJECTIVES

The primary objectives, in ~~priority of~~ order of priority, of investment activities shall be safety of capital, liquidity of funds, and investment income.

A. Safety

Safety of capital is the foremost objective of the investment policy. Investments shall be undertaken in a manner that seeks to insure preservation of capital in the overall portfolio. All other investment objectives are secondary to the safety of principal. The objective will be to mitigate credit risk and interest rate risk.

1. **Credit risk.** The risk of loss due to the failure of the security issuer or backer will be minimized by:
 - a. limiting investments to the safest types of securities, based on the portfolio composition defined in Section VII;
 - b. pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the DISTRICT will do business;
 - c. diversifying the investment portfolio so that potential losses on individual securities will not place an undue financial burden on the DISTRICT, and
 - d. monitoring all of the DISTRICT'S investments to anticipate and respond appropriately to changing market conditions. (~~Daily by the DISTRICT's Investment Advisor; m~~At a minimum, monthly by the DISTRICT's Finance Chief Investment Officer and Executive Director Manager—and quarterly by the District's Board of Supervisors)

2. **Interest Rate Risk.** The DISTRICT will attempt to minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:
 - a. structuring the investment portfolio so that the securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and
 - b. investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools unless it is anticipated that long-term securities can be held until maturity without jeopardizing the liquidity requirements.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet those operating requirements that can be reasonably anticipated. This will be accomplished by structuring the portfolio so that the securities mature concurrent with cash needed to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. Portions of the portfolio may be placed in interest-bearing checking/savings accounts with qualified public depositories or Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency or local government investment pools which offer same day liquidity for short-term funds. Effective, January 23, 2008, there will be no additional local government investment pool investments without Board direction and approval.

C. Investment Income

Without compromising safety and liquidity, the highest possible total return should be obtained on the DISTRICT'S funds. Income will include interest/dividends received as well as any realized or unrealized gains and losses of principal of the underlying security.

IV. PERFORMANCE MEASUREMENTS

The investment income objective is to regularly exceed the average rate of return on three month U. S. Treasury Bills. This index is considered a benchmark for risk-free investment transactions and therefore comprises a minimum standard for the portfolio's rate of return. The investment program may seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

V. PRUDENCE AND ETHICAL STANDARDS

A. Prudence

The standard of prudence to be used shall be the "prudent person role", which states that:

“Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for the investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.”

The DISTRICT's ~~Finance Manager~~Director of Finance and Administration, is hereby designated as the District's Chief Investment Officer. District employees or officers performing the investment functions, acting in accordance with written policies and procedures, and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported promptly and that appropriate action is taken to control adverse developments.

B. Ethical Standards and Conflicts of Interest

District officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. ~~The~~ District employees and investment officials shall disclose in writing to the Board any material interest in financial institutions with which they conduct business. They

shall further disclose in writing to the Board any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom financial investment is conducted on behalf of the DISTRICT.

VI. AUTHORIZED INVESTMENTS

The DISTRICT may invest and reinvest in accordance within the objectives stated in Section III, in the following:

- Interest-bearing checking or savings accounts in qualified public depositories as defined in Florida Statute 280.02
- Interest-bearing time deposits in qualified public depositories as defined in Florida Statute 280.02
- The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act as provided in Florida State Statute 163.01.
 - Effective, January 23, 2008, there will be no additional local government investment pool investments without Board direction and approval.
- Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- Direct obligations of the United States Treasury.
- Federal agencies and Government Sponsored Enterprises (GSE's).
- Commercial paper rated A1 / P1 or higher; however, no asset-backed commercial paper ("ABCP") or investment in commercial paper issued by structured investment vehicles ("SIVs") is permitted, unless such security is fully-supported by a letter of credit or similar instrument issued by a bank with ratings at least in the AA category (without regard to gradations within categories) from both Moody's and Standard and Poor's.
- Securities of, or interest in, any open-end or closed-end management-type investment company or investment trust registered ed under the Investment Company Act of 1940, 15 U.S.C. sections 80a-1et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreement fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
- Repurchase Agreements collateralized by U.S. Treasury Securities and Marked-to-Market, purchased only from authorized dealers as provided for in this policy.

- Other investments authorized by law for districts or by resolution by the DISTRICT.

The following investments are prohibited:

- Interest rate, foreign exchange, or similar derivative products designed to enhance portfolio yield through the assumption of leverage and/or additional risk. These could include, but are not limited to, swaps, caps, and floors. With Board direction and approval, the DISTRICT may consider the use of derivative products designed solely to hedge existing portfolio risks.
- Reverse repurchase agreements
- Asset-backed securities, partially supported or not supported
- Mortgage-backed securities
- Collateralized debt obligations

VII. MATURITY AND LIQUIDITY REQUIREMENTS

The DISTRICT'S investment portfolio shall be structured to provide sufficient liquidity to pay obligations as they come due. Furthermore, to the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Unless matched to a specific cash flow, the DISTRICT will not directly invest in securities maturing more than three years from the date of purchase. The weighted average maturity of the portfolio as a whole will not exceed 270 days. Reset dates (if applicable) will be used to calculate the weighted average maturity of the portfolio.

VIII. PORTFOLIO COMPOSITION

- A. The following are the limits for investments and limits on security issues, and maturities in the portfolio. The Chief Investment Officer has the option to further restrict investment in selected instruments, to conform to the present market conditions.

<u>Authorized Investments</u>	<u>Max Maturity</u>	<u>Max Total %</u>	<u>Max % per Issuer</u>
Interest-bearing checking Or savings accounts	N/A	75%	100%
Interest-bearing time deposits	2 Years	25%	5%

Local Government Surplus Funds Trust Fund / Intergovernmental Investment Pool	N/A	25%	N/A
Securities and Exchange Commission Registered money market funds	N/A	100%	40%
Direct obligations of the United States 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 management- Type investments/trusts	N/A	50%	50%
Repurchase Agreements	30 days	50%	25%

IX. RISK AND DIVERSIFICATION

Assets held shall be diversified to control the risk of loss resulting from the over concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which these instruments or securities are bought and sold. Diversification strategies shall be reviewed and revised periodically as deemed necessary by the Chief Investment Officer.

X. INVESTMENT DECISIONS

In accordance with Section 218.415, Florida Statutes, the governing body or the respective principal officer of the DISTRICT will make decisions based solely on pecuniary factors and may not subordinate the interests of its beneficiaries to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. As per Section 218.415, Florida Statutes, the term “pecuniary factor” means a factor that is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy of the DISTRICT. The term does not include the consideration of the furtherance of any social, political, or ideological interests.

XI. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

~~A list of financial institutions authorized to provide investment services will be maintained by the Investment Advisor. In addition, the Investment Advisor will maintain a list of approved security broker/dealers selected by creditworthiness. This list will be provided to the DISTRICT on a monthly basis or upon request. The District shall only conduct business with authorized banks and thrifts (approved by the Florida State Treasurer as "Qualified Public Depositories"), other financial institutions fully insured by the FDIC where permitted by law, and primary securities dealers reporting directly to the New York Federal Reserve Bank or with secondary broker/dealers having equity of at least ten million dollars. Securities broker/dealers conducting financial investment transactions with the District shall meet or exceed the Exchange Act Rule 15c3-1 (Net Capital Rule). The specific depository institutions and brokers/dealers from whom the District can purchase securities shall first be approved by the District Board of Supervisors.~~

XII. THIRD-PARTY CUSTODIAL AGREEMENTS

All securities purchased by the DISTRICT shall be properly designated as an asset of the DISTRICT and shall be held in safekeeping with a third-party custodial institution. The third party custodian will be required to designate all securities held as assets of the DISTRICT. No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by the Chief Investment Officer, or his/her respective designees. Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

XIII. MASTER REPURCHASE AGREEMENT

All approved institutions and dealers transacting repurchase agreements shall execute the Master Repurchase Agreement (Attachment A). All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

XIIIIV. BID REQUIREMENT

An appropriate maturity date will be determined for each investment based on cash-flow needs and market conditions. Based on these considerations, the Chief Investment Officer, with the assistance of the Investment Advisor, will analyze and select one or more optimal types of investments and competitively bid the security in question when feasible and appropriate. Except as otherwise required by law,

the bid deemed by the Chief Investment Officer to best meet the investment objectives specified in Section III must be selected.

XIV. INTERNAL CONTROLS

The Chief Investment Officer shall establish a system of internal controls designed to prevent losses of funds, which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the DISTRICT. Such internal controls shall be in writing and made a part of the DISTRICT'S operating procedures and shall be reviewed by independent auditors during the course of periodic financial audits as may be required of the DISTRICT. Certified public accountants conducting audits of units of local government pursuant to Section 218.39, Florida Statutes shall report, as part of the audit, whether or not the unit of local government has complied with Section 218.415, Florida Statutes.

XVI. CONTINUING EDUCATION

It is the policy of the DISTRICT to provide periodic training in investments for the Chief Investment Officer. The Chief Investment Officer must annually complete 8 hours of continuing education in subject or courses of study related to investment practices and products.

XVII. REPORTING

The DISTRICT shall prepare, at least annually, periodic reports for submission to the District's Board of Supervisors which shall include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.



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: February 28, 2024

FROM: Katie Roundtree, Director of Finance and Administration

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

RE: Consider Acceptance of Annual Financial Report for the Fiscal Year Ended September 30, 2023–Marcum, LLP

Background

A copy of the audit and Annual Financial Report for the fiscal year ended September 30, 2023 has been provided to each of the board members under separate cover. Northern’s Auditors, Marcum LLP, have included in the package a separate report of “communication to those charged with governance.” Staff is pleased to report that the audit reflects an unmodified opinion as well as no adverse Management Letter comments.

Fiscal Impact

There is no fiscal impact associated with this action.

Recommendation

Northern Staff recommends acceptance of the Annual Financial Report for the Fiscal Year Ended September 30, 2023.

**ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR
ENDED SEPTEMBER 30, 2023-MARCUM, LLP**

This document will be distributed under separate cover.

February 16, 2024

To the Board of Supervisors, the Budget, Banking and Audit Committee, and the Executive Director
Northern Palm Beach County Improvement District
Palm Beach Gardens, Florida

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Northern Palm Beach County Improvement District (the “District”) for the fiscal year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and, *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 13, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted that had a significant impact on the District and the application of existing policies was not changed during the fiscal year ended September 30, 2023. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting the financial statements presented during the fiscal year ended September 30, 2023.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 16, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Budgetary Comparison Schedule – General Fund and Management's Discussion and Analysis, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining nonmajor fund financial statements, the combined schedule of debt payable and individual schedule debt payable, and related exhibits, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting

principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section and the other information section which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the Board of Supervisors, the Budget, Banking and Audit Committee, and the Executive Director and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Marcum LLP

Marcum LLP



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EXECUTIVE SUMMARY

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

DATE: February 28, 2024

FROM: Katie Roundtree, Director of Finance and Administration

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

RE: Consider Financial Advisor Agreement with Public Resources Advisory Group

Background

In 2009, Northern entered into an agreement with Spectrum Municipal Services to serve as Financial Advisor and Municipal Advisor for the District. The principal in the firm, Mr. Clark Bennett, retired and the firm no longer exists. In 2021, Northern entered into an agreement with Hilltop Securities, Inc. for similar services. The principle providing those services has moved to another company and no longer acts in the same capacity.

Public Resources Advisory Group (PRAG) is a financial advisory firm, registered as municipal advisors, that specializes in providing financial advisory services to governmental agencies. Natalie Sidor is a Senior Managing Director in the Florida office and is familiar with Northern from her previous job with Raymond James, acting as the Underwriter for several Northern bond issues.

Northern has recently been presented with a bond refunding opportunity and potential new bond issue and requires the services of a Financial Advisor to review the refunding alternatives.

Peace River Manasota Regional Water Supply Authority (the Authority) recently issued a Request for Proposals (RFP) for Financial Advisor Services and subsequently entered into an agreement with PRAG. After reviewing the responses to the Authority's RFP, Staff determined that a "piggybacking agreement" using the Authority's agreement with PRAG would be the most efficient way to engage a Financial Advisor.

Attached is an Engagement Letter from PRAG as well as a copy of the relevant Financial Advisor Agreement for the Authority.

Fiscal Impact

Fees are paid either from debt proceeds or on an hourly basis, as needed, from budgeted maintenance funds. The fee proposal is reasonable when compared to prior agreements with Financial Advisors.

Recommendation

Northern Staff and Consultants recommend approval of the Engagement Letter with Public Resources Advisory Group for Financial Advisor Services.

January 17, 2024

Danvers Beatty, Executive Director
Northern Palm Beach County Improvement District
359 Hiatt Dr.
Palm Beach Gardens, FL 33418

RE: Financial Advisory Services

Dear Mr. Beatty:

The purpose of this letter is to document the relationship between Public Resources Advisory Group (“PRAG”) and the Northern Palm Beach County Improvement District (the “District”). The District desires to engage the services of PRAG as an independent registered municipal advisor.

We understand that the District wishes to utilize the “Agreement for Financial Advisory Services” dated February 2, 2022 between PRAG and the Peace River Manasota Regional Water Supply Authority (the “Authority Agreement”) awarded through a competitive selection process as the procurement vehicle for the engagement. This letter and the Authority Agreement, as amended and supplemented, shall collectively be known as the “Agreement.”

The term of the engagement with the District will correspond to the term of the Authority Agreement, currently February 2, 2027, and subject to renewal, extension and termination as provided for in the Authority Agreement.

The scope of services for this engagement will be as stated in the Authority Agreement.

In addition to myself, key personnel for the District shall include Natalie Sidor, Senior Managing Director.

The fees for the engagement are reflected in the Authority Agreement. We understand that the District elects to the hourly rate structure for consulting services or non-bond projects in lieu of a retainer. Fees for debt transactions would be paid at closing in accordance with the Authority Agreement.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel. Accordingly, PRAG has provided Schedule A attached hereto which includes the required disclosures.

We appreciate the opportunity and look forward to working with you.

Sincerely,



Public Resources Advisory Group, Inc.
Wendell Gaertner
Senior Managing Director



Acknowledged by: _____
Name: _____
Title: _____



SCHEDULE A
REQUIRED DISCLOSURES

Required Disclosure Pursuant to MSRB Rule G-42

The Northern Palm Beach County Improvement District (the “District”) has retained Public Resources Advisory Group (“PRAG”) as an independent registered municipal advisor to assist with the financing pursuant to the letter agreement dated January 17, 2024 (including attachments) and attached hereto (the “Agreement”). These activities qualify as municipal advisory activities pursuant to Section 15B of the Securities Exchange Act of 1934. As a registered municipal advisor, PRAG is required to have written documentation of its agreement with you and must provide certain information to you. This letter will serve as the written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship as of the date this letter is signed by PRAG.

1. Scope of Services

(a) Services to be provided: The scope of services with respect to PRAG’s engagement with the District (the “Scope of Services”) are as described in the Agreement.

2. Term. We understand that our engagement will end upon settlement of the transaction anticipated by the Agreement. In addition, we understand that our engagement may be terminated with or without cause by either party. In case of any termination, we believe that the terminating party should endeavor to provide reasonable notice of such termination to the other party so as to permit an orderly transition.

3. Municipal Advisor’s Regulatory Duties When Servicing the District. MSRB Rule G-42 requires that PRAG make a reasonable inquiry as to the facts that are relevant to the District’s determination whether to proceed with a course of action or that form the basis for the advice provided by PRAG to the District with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, based on all the facts and circumstances. The rule also requires that PRAG undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. PRAG is also required under the rule to use reasonable diligence to know the essential facts about the District and the authority of each person acting on the District’s behalf.

Accordingly, PRAG will seek the District’s assistance and cooperation, and the assistance and cooperation of the District’s agents, with the carrying of these regulatory duties, including providing PRAG with accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, if the District provides direction to PRAG to review a recommendation made by a third party, PRAG requests that the District provide any information it has received from such third party relating to its recommendation.

4. Compensation. The form and basis of compensation for PRAG’s services as municipal advisor are as provided in the Agreement.

5. Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. Accordingly, PRAG makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how PRAG addresses or intends to manage or mitigate each conflict.

With respect to all of the conflicts disclosed below, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal



advisory activities for the District. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to PRAG's financial or other interests.

(a) Compensation-Based Conflicts: The fees due under the Agreement will be contingent upon the successful closing of a transaction and is based on the size of a transaction. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the District or to advise the District to increase the size of the issue.

(b) Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the District. For example, PRAG serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District under the Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests. At this time we are not aware of any conflict or divergence of interest between the District and other clients and, as such, we have no conflicts in connection with providing services to the District. If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

6. Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG sets out below required disclosures and related information in connection with such disclosures.

There are no legal events or disciplinary history that are material to the District's evaluation of PRAG or the integrity of PRAG's management or advisory personnel disclosed, or that should be disclosed, on any Form MA and Form MA-I filed with the SEC. The District may electronically access PRAG's most recent Form MA and each of our most recent Form MA-I filed with the SEC at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

PRAG has not made any material, legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

7. Future Supplemental Disclosures. As required by MSRB Rule G-42, this letter may be supplemented or amended, from time to time as necessary, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of PRAG. PRAG will provide the District with any such supplement or amendment as it becomes available throughout the term of the Agreement.



Required Disclosure Pursuant to MSRB Rule G-10

Public Resources Advisory Group, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB").

As a Municipal Advisor, we are required to provide the following written information to our municipal entity and obligated person clients in accordance with MSRB Rule G-10:

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.

**AGREEMENT FOR FINANCIAL ADVISORY SERVICES
BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND PUBLIC RESOURCES ADVISORY GROUP, INC.**

The Agreement is made this 2nd day of February 2022 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and PUBLIC RESOURCES ADVISORY GROUP, INC., hereinafter referred to as “Financial Advisor”, whose address is 150 Second Avenue North, Suite 400, St. Petersburg, FL 33701.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities, and must comply with various state and federal regulations; and

WHEREAS, the Authority must periodically implement projects to maintain, assess, inspect, evaluate, repair, and upgrade its various existing facilities, permits, systems and data, as well as investigate, analyze, or assess new projects, and construct buildings and related systems necessary to support its operations; and

WHEREAS, the Authority desires to engage a Financial Advisor to provide the services of a qualified financial advisor in the implementation of the Authority’s capital improvement programs and in the conducting of business transactions with financial institutions; and

WHEREAS, the Financial Advisor submitted a response to the Request for Proposals for Financial Advisory Services to the Authority dated November 22, 2021; and

WHEREAS, the Financial Advisor agrees to provide services contemplated by this Agreement for the term of this Agreement consistent with its response to the Request for Proposals for Financial Advisory Services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. RECITATIONS

The recitations set forth above are incorporated herein.

SECTION 2. SCOPE OF SERVICES

The Authority hereby agrees to retain the Financial Advisor as its Financial Advisor. In that capacity, the Financial Advisor shall provide financial advisory services including the following:

- 1) Examine and review the present financial structure of the Authority and its proposed projects;
- 2) Assist with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding;
- 3) Prepare the timetables and work schedules to ensure proposed financing issuances are planned and executed in an efficient manner;
- 4) Assist in identifying key bond covenant features and advise the Authority with regard to provisions to be included in bond resolutions regarding security, flow of funds, redemption and additional parity debt tests;
- 5) Assist in the proceedings for the validation of any financing and the preparations of material pertaining thereto and testify as an expert witness in the financing program;
- 6) Advise as to the advantages and disadvantages of negotiated or competitive bid sale and/or alternative funding solutions;
- 7) Assist in the selection of underwriters, if applicable;
- 8) Recommend as to whether credit substitutions or enhancements, such as bond insurance, should be obtained;
- 9) Prepare for and participate in rating agency presentations including but not limited to, on-site visits, meetings and virtual communications with such agencies;
- 10) Arrange for the widest distribution possible of Official Statements to bond underwriters and investors;
- 11) Assist in the negotiating of the underwriter's discount, or spread if a negotiated sale is contemplated;
- 12) Assist the Authority in selecting registrars, paying agents, and other financial intermediaries as necessary;
- 13) Assist at bond closing and coordinate printing, signing and delivery of the bonds;
- 14) Provide the Authority with information about the structure of financing programs used by other

issuers;

- 15) Provide advice on term and features of bonds, both public offerings and direct placements, timing and marketing of issuances and market conditions as they relate to future sales;
- 16) Coordinate applications by the Authority for future credit ratings in order to assist in obtaining the highest possible ratings;
- 17) Provide advice on proposed and actual changes in tax laws and changes in financial markets that could affect financing plans;
- 18) Provide information required by external auditors of the Authority as requested;
- 19) Provide investment strategies based on current market conditions and portfolio review to maximize investment earnings while ensuring Authority funds are safe;
- 20) Evaluate various loan proposals or lease purchase contracts that the Authority may enter into;
- 21) Assist in establishing written goals and objectives for cash and debt management;
- 22) Review rate studies and feasibility reports for adequacy of future debt financings;
- 23) Prepare a comprehensive plan for financing, taking into consideration federal arbitrage regulations and other related parameters, presenting financing alternatives, evaluating debt capacity, future flexibility and vulnerability to market conditions, estimating financing costs and setting forth various structuring alternatives;
- 24) Assist the Authority in selecting and engaging bond counsel;
- 25) Coordinate the "Bond Working Group" consisting of appropriate Authority staff, Authority General Counsel, Underwriter(s), Bond Counsel and others;
- 26) Advise the Authority Board of Directors and staff as to market conditions and recommend timing of bond sales and other financing;
- 27) If bonds are sold by public sale with sealed bids, prepare a comprehensive official statement of the bonds in conformance with full disclosure guidelines and arrange for its printing;
- 28) Attend Authority Board of Directors and other Authority meetings as requested;

For Public Sales of Bonds:

- 29) In cooperation with legal counsel, prepare the official notice of sale for the bonds;
- 30) Assist Authority staff at the time of sale in checking all bids for compliance with bid specifications and make a recommendation as to award the bonds in the best interest of the Authority;

For Negotiated Sales of Bonds:

- 31) Evaluate the bond purchase agreement and advise as to its acceptance or rejection in light of market conditions;

For Public or Negotiated Sales of Bonds:

- 32) Provide final amortization schedules to the Authority;
- 33) Review and approve all invoices submitted to the Authority in connection with the issuance;
- 34) Advise Authority Board and staff regarding any financial matters as they may arise;

- 35) Assist Authority staff with interpretation and implementation of bond provisions;
- 36) Prepare an annual report on bonds which will be made available to institutional holders of bonds and other interested parties, if desired by the Authority; and
- 37) Any other additional work related to the Authority's general financing needs and requirements.

SECTION 3. ADJUSTMENTS TO THE FINANCIAL ADVISORY TEAM

Key personnel assigned by the Financial Advisor to provide services to the Authority is Wendell Gaertner, Sr. Managing Director. It is the intention of the Authority that the Financial Advisory's personnel for the Agreement will be available for the Agreement term. In the event the Financial Advisor wishes to substitute personnel, it shall propose personnel of equal or high qualifications and all replacement personnel are subject to Authority approval. In the event substitute personnel are not satisfactory to the Authority and the matter cannot be resolved to the satisfaction of the Authority, the Authority may terminate the Agreement.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

The Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the Scope of Services. The Executive Director shall have complete authority to transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Financial Advisor's services.
- B. To provide, within a reasonable amount of time from request of Financial Advisor, existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Financial Advisor in performance of its duties, and to provide all information regarding requirements of the Scope of Services.
- C. To give prompt written notice to the Financial Advisor if the Authority observes or otherwise becomes aware of any fault in the Scope of Service or non-conformance with the Agreement Documents as provided in Section 7 herein.

- D. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Financial Advisor's services.

SECTION 5. FINANCIAL ADVISOR'S RESPONSIBILITY

In addition to the Scope of Services, the Financial Advisor shall perform the following:

- A. Financial Advisor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete the Scope of Services.
- B. Financial Advisor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Financial Advisor shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Financial Advisor's policies, opinions and decisions related to the Scope of Services.
- D. Financial Advisor shall secure all licenses or permits required by law for the completion of the Scope of Services and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of the Agreement.
- E. Financial Advisor shall, at all times, keep the Authority advised as to the progress on the Scope of Services.
- F. Financial Advisor shall cooperate with other consultants retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Financial Advisor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Financial Advisor shall make all documents and data available to the Authority or its designated auditor.

Financial Advisor may have the audit reviewed by Financial Advisor's auditor at Financial Advisor's expense.

SECTION 6. COMPENSATION

The Financial Advisor shall receive fees for its services at the completion of financing on terms consistent with its response to the Request for Proposals for Financial Advisory Services.

Expenses, which may be incurred by the Financial Advisor for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 Resolution Establishing Per Diem and Travel Expenses.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached and incorporated herein by reference and made a part of this Agreement:

- A. Financial Advisors November 22, 2021 Proposal, attached hereto as Exhibit "A",
- B. Fee Schedule, attached hereto as Exhibit "B",
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",
- D. Certificate of Insurance, attached hereto as Exhibit "D", and
- E. Any written amendments, modifications, work orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "C", then to Exhibit "B", as they may be amended, and then work orders.

SECTION 8. TERM OF AGREEMENT

This Agreement shall be for a term of five (5) years, unless earlier terminated as provided herein.

The Agreement may be extended upon mutual written agreement between the Authority and the

Financial Advisor.

SECTION 9. TERMINATION OF AGREEMENT

The Agreement may be terminated the Authority, with or without cause, upon thirty (30) days' written notice to the Financial Advisor. In the event of termination under this section, the Financial Advisor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services and are allowed under this Agreement. If the Agreement is so terminated, Financial Advisor must promptly deliver to the Authority copies of all then completed deliverable items and all other documents that directly support the deliverables prepared by Financial Advisor.

SECTION 10. SURVIVAL

All provisions of this Agreement which by their terms bind either party after the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement, including but not limited to the following:

1. Section 5(G), regarding Audits;
2. Section 9, regarding Termination of Agreement;
3. Section 10, regarding Survival;
4. Section 11, regarding Indemnification;
5. Section 17(J), regarding Professional Liability Insurance;
6. Section 18, regarding Default/Remedies;
7. Section 24, regarding Dispute Resolution; and
8. Section 25, regarding Controlling Law/Attorney Fees.

SECTION 11. COMPLIANCE WITH LAWS

The Financial Advisor shall comply with all the applicable requirements of Federal, State of Florida, and applicable local laws, codes and ordinances, as may be amended from time to time. Financial Advisor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, the Financial Advisor shall (1) keep and maintain public records that ordinarily and necessarily would

be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, including all public records in possession of the Financial Advisor upon termination of this Agreement, and destroy any duplicate public records that are exempt and/or confidential from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. Financial Advisor shall notify the Authority within forty-eight (48) hours of receipt of a public records request under Chapter 119, Florida Statutes.

IF THE FINANCIAL ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FINANCIAL ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941)316-1776; PEACERIVER@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.

SECTION 12. INDEMNIFICATION OF THE AUTHORITY

Financial Advisor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentional wrongful conduct of Financial Advisor and other persons employed or utilized by the Financial Advisor in performance of the Agreement. The execution of the Agreement by Financial Advisor shall obligate the Financial Advisor to comply with

the foregoing indemnification provision. This indemnification shall survive the termination of this Agreement and shall be binding on the successor or assignee of the Financial Advisor or service provided.

SECTION 13. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Financial Advisor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 14. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 15. SUBCONSULTANTS

Financial Advisor shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. Financial Advisor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subconsultants, experts or other persons employed by Financial Advisor. Financial Advisor shall cause all subconsultants, experts or other persons employed by Financial Advisor to abide by the terms and conditions of the Agreement, and all applicable laws as their work or services affect the Authority. Financial Advisor shall not permit any subconsultants, supplier or other person or organization to perform work or services unless such subconsultants, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 16 herein. Nothing in this Agreement shall be construed to create, or be implied to create any relationship between the Authority and any subconsultants of the Financial Advisor.

SECTION 16. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Financial Advisor or any of Financial Advisor's employees, subconsultants or agents, except as herein set forth, and Financial Advisor expressly warrants not to represent at any time or in any manner that Financial Advisor or Financial Advisor's agents, subconsultants or employees are in any manner agents, subconsultants or employees of the Authority. It is understood and agreed that Financial Advisor is, and shall at all times remain as to the Authority, a wholly independent Financial Advisor and that Financial Advisor's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Financial Advisor.

SECTION 17. INSURANCE

- A. The Financial Advisor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Financial Advisor, its employees or agents and must conform to the following minimum requirements:
1. **Workers' Compensation**. Coverage must apply for all employees and subconsultants with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 - c. Financial Advisor(s) must be in compliance with all applicable state and federal workers' compensation laws.
 2. **Commercial or Comprehensive General Liability**. Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent Financial Advisor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
4. Professional Liability. Coverage must include:
- a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
 - b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- C. Financial Advisor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Financial Advisor shall provide the Authority with financial

information concerning any self-insurance fund insuring Financial Advisor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- E. All the policies of insurance so required of Financial Advisor, except workers' compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Financial Advisor shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Financial Advisor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Financial Advisor hereunder. Financial Advisor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section is sufficient or adequate to protect Financial Advisor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Financial Advisor by certified mail. Financial Advisor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance

expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Financial Advisor may be providing services to correct, remove or replace defective work.
- J. The Financial Advisor shall maintain a professional liability insurance policy in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. Additionally, Financial Advisor's professional liability insurance policy shall provide for an extended reporting period until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated.
- K. Financial Advisor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Financial Advisor.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Financial Advisors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Financial Advisor or Financial Advisor's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Financial Advisor's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Financial Advisor shall be responsible for ensuring all of its subconsultants, suppliers and other persons or organizations working for Financial Advisor in connection with the Scope of

Services comply with all of the insurance requirements contained herein relative to each such party.

SECTION 18. DEFAULT/REMEDIES

- A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. However, if the Authority is terminating the Agreement without cause, the Authority's Notice of Termination does not need to describe any terms and conditions with which the Financial Advisor has failed to comply. In addition, the initiation, either by Financial Advisor or against Financial Advisor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Financial Advisor becoming insolvent, admitting in writing its inability to pay its debts as the debts mature or making an assignment for the benefit of creditors shall constitute a default by Financial Advisor entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Financial Advisor 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 the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- B. Unless specifically waived by the Authority, the Financial Advisor's failure to timely comply with any obligation in this Agreement or work order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Financial Advisor. Additionally, the Authority shall not be limited in recovery by the terms of this Agreement but may avail itself of any and all rights or remedies it may be entitled to under Florida law for any breach of this Agreement.
- C. A waiver, at any time, by the Authority of Financial Advisor's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect. If the parties cannot agree to such amendments, modifications or supplements to the

Agreement, the remainder of the provisions in the Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Financial Advisor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Financial Advisor to solicit or secure this Agreement, and that Financial Advisor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Financial Advisor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Financial Advisor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current as of the Effective Date. Fees, prices, and all other information provided in Exhibit "B" shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Scope of Services price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Sections 287.133(2) and (3), Florida Statutes, 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 contractor, 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, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Financial Advisor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Financial Advisor further agrees to notify the Authority within three (3) days of placement on either of these lists. Financial Advisor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form for all subcontracts and lower tier agreements executed to support the Financial Advisor's work under this Agreement.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Financial Advisor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Financial Advisor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Financial Advisor. In any such event, Financial Advisor's contract price and schedule shall be equitably adjusted as determined by the Authority.

SECTION 24. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the term of this Agreement, the Financial Advisor shall fully perform in accordance with the Agreement. The Financial Advisor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal

request for dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 25. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be construed and governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Financial Advisor hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or the Middle District of Florida, Tampa Division.
- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 26. CONFLICTING EMPLOYMENT

Financial Advisor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest

or position of the Authority relating to the services provided by the Financial Advisor under this Agreement. The Financial Advisor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Financial Advisor is faced with an employment opportunity that appears to be a direct conflict with the services the Financial Advisor is performing under this Agreement, the Financial Advisor shall provide the Authority with notice of the employment opportunity. If the Authority at its sole and absolute discretion determines that the employment would be a direct conflict with the services the Financial Advisor is performing under this Agreement, the Financial Advisor and the Authority shall have the opportunity to decide whether or not the Financial Advisor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 27. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, as amended, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Additionally, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. By signing this Agreement, Financial Advisor certifies that it is not currently on

any of the aforementioned lists and agrees to notify the Authority if placement on any of the lists occurs. If Financial Advisor submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Financial Advisor, which may result in a penalty equal to the greater of \$2 million or twice the amount of the work orders resulting from this Agreement and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification.

SECTION 28. DISCRIMINATORY VENDER LIST

Pursuant to Sections 287.134(2)(a) and (3)(a), Florida Statutes, 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 or 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. By execution of this Agreement, Financial Advisor certifies that it is not on the discriminatory vender list.

SECTION 29. CONFLICT OF INTEREST

This Agreement is subject to the provisions of Chapter 112, Part III, Florida Statutes, as amended, governing conflicts of interest. By execution of this Agreement, Financial Advisor certifies that it has disclosed to the Authority the name of any officer, director, or agent who is also an employee of the Authority, and the name of any employee of the Authority who owns, directly or indirectly, an interest in the Financial Advisor's firm or any of its subsidiaries.

SECTION 30. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S.

regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
Attention: Executive Director

If to the Financial Advisor: Public Resources Advisory Group, Inc.
150 Second Avenue North, Suite 400
St. Petersburg, FL 33701
Attention: Wendell Gaertner, Sr. Managing Director

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 31. EXTENT OF AGREEMENT

The Agreement represents the entire and integrated agreement between the Authority and Financial Advisor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

SECTION 32. PARTICIPATION IN E-VERIFY SYSTEM

Financial Advisor and its subconsultants/contractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Financial Advisor agrees and acknowledges that the Authority is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Financial Advisor by entering into this Agreement with the Authority, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission

or entering into this Agreement, no contract of Financial Advisor was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) Financial Advisor is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. The Authority's receipt of proof that Financial Advisor and each subcontractor performing through Financial Advisor are E-Verify system participants is a condition precedent to entering this Agreement. Notwithstanding the provisions of SECTION 9., TERMINATION OF AGREEMENT, SECTION 10., SURVIVAL or SECTION 18., DEFAULT/REMEDIES herein, if the Authority has a good faith belief that Financial Advisor or its subconsultants/contractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Authority may terminate this Agreement. Financial Advisor shall be liable for any additional costs incurred by the Authority as a result of the termination of this Agreement based on the failure of Financial Advisor or its subconsultants/contractors to comply with the E-Verify requirements referenced herein.

SECTION 33. BACKGROUND CHECKS

The Authority may require Financial Advisor to perform a background check on all persons assigned to perform work for the Authority on behalf of Financial Advisor. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement, and such additional background checking as Authority may deem appropriate. Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the Authority. Others may be excluded at the sole discretion of the Authority, based upon the results of the background check.

SECTION 34. AMENDMENTS

This Agreement may be amended from time to time provided the Authority and the Financial Advisor mutually agree to such amendment, and the amendment is stated in writing, executed by both parties; provided, however, that Authority may review and unilaterally modify the terms and conditions of this Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

- A. Conforming the Agreement to the adoption or revision of Florida Statutes, rules, cases, regulations, and standards that require the modification of the Agreement for compliance; and,
- B. Conforming to the adoption or revision of the Authority's Procurement Policy.

Financial Advisor shall cooperate with the Authority in making any reasonable changes to the Agreement.

SECTION 35. COUNTERPARTS

The parties hereto may execute this Agreement in counterparts and such signatures will have the same effect as if signed all at the same time.

SECTION 36. COMPUTATION OF TIME

The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday and then it is also extended to the next business day.

SECTION 37. TIME OF ESSENCE

Time is of the essence with respect to each date and time specified in this Agreement by which an event is to occur.

SECTION 38. HEADINGS AND CAPTIONS

All headings and captions in this Agreement are for reference and convenience only and will not be held to modify or affect the substantive terms and provisions of this Agreement in any manner.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

BY: Rachel Kersh

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Mike Coates 02.24.2022
Mike Coates Date
Executive Director

WITNESS:

[Signature]

Wendell Gaertner 2/17/22
Wendell Gaertner (Financial Advisor) Date
Sr. Managing Director

PREPARED BY AND APPROVED
AS TO FORM BY:

[Signature]
Douglas Manson
General Counsel for
Peace River Manasota Regional Water Supply Authority

BOARD APPROVED

FEB - 2 2022

**Peace River Manasota
Regional Water Supply Authority**

EXHIBIT A
(Financial Advisors November 22, 2021 Proposal)



150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

February 24, 2022

Mike Coates
Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

RE: Financial Advisory Services Required Disclosure

Dear Mr. Cotes:

The Peace River Manasota Regional Water Supply Authority (the "Authority") has retained Public Resources Advisory Group ("PRAG") as an independent registered municipal advisor pursuant to the letter agreement dated February 2, 2022 (the "Agreement"). These activities qualify as municipal advisory activities pursuant to Section 15B of the Securities Exchange Act of 1934. As a registered municipal advisor, PRAG is required to have written documentation of its agreement with you and must provide certain information to you. This letter will serve as the written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship as of the date this letter is signed by PRAG.

1. Scope of Services

(a) Services to be provided: The scope of services with respect to PRAG's engagement with the Authority (the "Scope of Services") are as described in the Agreement.

2. Term. We understand that the term of the engagement with the Authority will correspond to the term of the Agreement, currently February 2, 2027 and subject to renewal, extension and termination as provided for in the Agreement. In addition, we understand that our engagement may be terminated with or without cause by either party. In case of any termination, we believe that the terminating party should endeavor to provide reasonable notice of such termination to the other party so as to permit an orderly transition.

3. Municipal Advisor's Regulatory Duties When Servicing the Authority. MSRB Rule G-42 requires that PRAG make a reasonable inquiry as to the facts that are relevant to the Authority's determination whether to proceed with a course of action or that form the basis for the advice provided by PRAG to the Authority with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, based on all the facts and circumstances. The rule also requires that PRAG undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. PRAG is also required under the rule to use reasonable diligence to know the essential facts about the Authority and the authority of each person acting on the Authority's behalf.

Accordingly, PRAG will seek the Authority's assistance and cooperation, and the assistance and cooperation of the Authority's agents, with the carrying of these regulatory duties, including providing PRAG with accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, if the Authority provides direction to PRAG to review a recommendation made by a third party, PRAG requests that the Authority provide any information it has received from such third party relating to its recommendation.

INDEPENDENT FINANCIAL ADVISORS



4. Compensation. The form and basis of compensation for PRAG's services as municipal advisor are as provided in the Agreement.

5. Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. Accordingly, PRAG makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how PRAG addresses or intends to manage or mitigate each conflict.

With respect to all of the conflicts disclosed below, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the Authority, which includes a duty of loyalty to the Authority in performing all municipal advisory activities for the Authority. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with the Authority and to act in the Authority's best interests without regard to PRAG's financial or other interests.

(a) Compensation-Based Conflicts: PRAG's compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG's fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the Authority.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG's personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

(b) Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Authority. For example, PRAG serves as municipal advisor to other municipal advisory clients including Manatee County and, in such cases, owes a regulatory duty to such other clients just as it does to the Authority under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

6. Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG sets out below required disclosures and related information in connection with such disclosures.

There are no legal events or disciplinary history that are material to the Authority's evaluation of PRAG or the integrity of PRAG's management or advisory personnel disclosed, or that should be disclosed, on any Form MA and Form MA-I filed with the SEC. The Authority may electronically access PRAG's most



recent Form MA and each of our most recent Form MA-I filed with the SEC at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

PRAG has not made any material, legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

7. Future Supplemental Disclosures. As required by MSRB Rule G-42, this letter may be supplemented or amended, from time to time as necessary, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of PRAG. PRAG will provide the Authority with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Required Disclosure Pursuant to MSRB Rule G-10

Public Resources Advisory Group, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB").

As a Municipal Advisor, we are required to provide the following written information to our municipal entity and obligated person clients in accordance with MSRB Rule G-10:

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.

Sincerely,

A handwritten signature in blue ink that reads "Wendell G. Gaertner".

Public Resources Advisory Group, Inc.
Wendell Gaertner
Senior Managing Director



Financial Advisory Services RFP

November 22, 2021

Submitted by:



Public Resources Advisory Group, Inc.



150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

November 22, 2021

Mike Coates
Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Dear Mr. Coates:

Public Resources Advisory Group, Inc. ("PRAG") is pleased to submit our proposal to the Peace River Manasota Regional Water Supply Authority ("Peace River" or the "Authority") and would be privileged to serve as the Authority's Financial Advisor. PRAG is an independent, advisory-only firm and a leader in the municipal advisory industry in Florida and nationally. We have a long history and excellent track record of providing advisory services to Florida local governments and utilities, many facing similar challenges and opportunities as the Authority.

Our most important distinguishing feature is the experience, qualifications, and availability of our senior advisors. While our independence, our singular focus on the municipal advisory business, and our presence in the market differentiate us from most firms, it is the unique combination of personal attention, experience, knowledge and the high-level analytical and communication skills of our senior advisors that would be most impactful to the Authority.

Beyond being highly qualified, PRAG is excited about the opportunity to work with Peace River and offers the Authority the following attributes and resources:

- Our project team brings long-term and relevant experience with similar entities throughout the region served by the Authority and throughout Florida;
- We staff our engagements with experienced advisors who serve a limited number of clients, allowing for customized, personal attention to each client;
- Our only business is providing independent financial advice to governments and non-profits, which we have served for over three decades - we have no affiliates or other business relationships;
- We have an unblemished record of integrity;
- We are experts in financial modeling and place the highest priority on providing rigorous and thorough financial analysis to our clients;
- We have established relationships and regularly work with the Authority's Bond Counsel (Nabors, Giblin & Nickerson), Rate Consultant (Stantec) and Underwriters (Raymond James, UMB and PNC) on financings for our clients throughout Florida;



PRAG is offering the Authority the unique service structure of a Project Supervisor with 30+ years of experience in municipal finance, and a Project Manager, with 15+ years of experience in Florida municipal finance including prior experience with the Authority. We have implemented this coverage model for other new clients and have been pleased with the seamless and efficient onboarding process.

PRAG's strategic vision and scope of services has remained consistent through the years - to provide independent financial advice to select state and local governments, their agencies and authorities, and non-profit organizations. We accomplish our mission by retaining an experienced staff of senior advisors who are hands-on and fully available for each engagement. We do not expect any change in this vision or strategic direction for the next ten years. Because our only business is providing financial advisory services and since we are owned and managed by our employees, we expect no change in our service delivery model in the foreseeable future.

PRAG's strategy in Florida is one of selective growth, both for our personnel and our client base. We are targeted in the clients we seek. We do not respond to every RFP. Within the past two years alone, we have added Clearwater, Fort Myers, Palm Bay, Largo, Manatee County Port Authority and most recently, the Emerald Coast Utilities Authority to our client base. The Authority's expanded importance throughout the region and resulting growth since its initiation has led to comprehensive planning strategies, sophisticated financial reporting, such as the publication of its first Comprehensive Annual Financial Report in 2017 and rating upgrades. We believe that our structure, resources, experience, and approach offer a good fit for the Authority's needs as it continues to support the region's economic growth and quality of life.

As demonstrated throughout our response, PRAG has the knowledge, experience, and resources to provide value to the Authority immediately upon engagement. PRAG understands the scope of services requested within this RFP and is fully capable, staffed, qualified, and available to provide the requested services to the Authority with the utmost professional attention, service, and commitment. We look forward to the opportunity and thank you in advance for your consideration.

Sincerely,

Handwritten signature of Wendell G. Gaertner in blue ink.

Wendell G. Gaertner
Senior Managing Director

Handwritten signature of Natalie Sidor in blue ink.

Natalie Sidor
Senior Managing Director



Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42) Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. ("PRAG") and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest (G-42)

Compensation-Based Conflicts: PRAG's compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG's fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the client.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG's personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the client in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG's financial or other interests.

If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Disclosure of Legal or Disciplinary Events (G-42)

PRAG has no legal or disciplinary events to disclose.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.



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- 3. General Business Information including (maximum of five (5) pages):**
- a. Legal name of consultant, principal office address and location from which the work is to be performed, phone number, name of principal in charge and email address.
 - b. Indicate business structure, i.e., partnership, corporation, joint venture (if joint venture, identify the members). Firm should be registered as a legal entity in the State of Florida.
 - c. State if the Consultant’s business and proposed key personnel are licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity and key personnel. License copies may be minimized to fit multiple licenses per page, as long as they are legible.

Public Resources Advisory Group, Inc. (“PRAG”) was founded in 1985 as one of the first firms in the country dedicated solely to the independent public finance advisory business. Over the past three and a half decades we have remained focused on providing independent and in-depth financial advice to state and local governments, authorities, agencies, and non-profits.

The firm is organized as a subchapter S corporation incorporated in New York in 1985 and is wholly owned and managed by its employees. We do not have any affiliates or subsidiaries. PRAG does not engage in any form of underwriting, trading, marketing, or investing in securities. We are free to focus solely on providing high-quality financial advisory services, applying market-based solutions, and developing innovative financing alternatives for our clients.

PRAG is headquartered in New York City with regional offices in California, Pennsylvania and Florida. Our services to the Authority will primarily be provided by PRAG’s Florida team in St. Petersburg with Wendell Gaertner as the principal in charge.

Headquarters	Florida Office
Public Resources Advisory Group, Inc. 39 Broadway, Suite 1210 New York, NY 10006 Steven Peyer, President (212) 566-7800 speyser@pragadvisors.com	Public Resources Advisory Group, Inc. 150 Second Avenue North, Suite 400 St. Petersburg, FL 33701 Wendell Gaertner, Sr. Managing Director (727) 822-3339 wgaertner@pragadvisors.com

PRAG is a legal entity registered in the State of Florida and is a registered Municipal Advisor, registered with the MSRB (MSRB ID K0133) and the SEC (Municipal Registration Number 867-00146). All of PRAG’s municipal advisors hold a Series 50, Municipal Advisor Representative License. In addition, Wendell Gaertner and Marianne Edmonds in the Florida office hold a Series 54, Municipal Advisor Principal Licenses. A copy of PRAG’s business and personnel licenses are provided herein.



In Florida, PRAG serves a variety of local governments, agencies and authorities across the State, ranging from the State of Florida and large counties like Miami-Dade, Broward and Hillsborough to small and mid-size cities like Fort Myers, Clearwater and Palm Bay in addition to authorities and special districts, like Emerald Coast Utilities Authority, Tampa Sports Authority, Jacksonville Transportation Authority and multiple community development districts.

PRAG has been ranked as the #2 financial advisor nationally for eight of the past ten years, according to Refinitiv (formerly Thompson Reuters). PRAG advises some of the largest municipal bond issuers in the country including the City of New York, the State of California, and the New York MTA. In 2020, PRAG advised four of the five most active municipal issuers nationally. Our level of national activity allows us to understand market

PRAG Financial Advisory Rankings (2013-2020)			
Year	Total Long-Term Municipal Issuance	National Rank by Volume	Market Share by Volume
2020	\$43.4 billion	2	10.99%
2019	\$40.6 billion	2	11.18%
2018	\$36.1 billion	2	10.70%
2017	\$52.4 billion	2	15.20%
2016	\$33.4 billion	3	9.50%
2015	\$30.9 billion	3	9.90%
2014	\$27.9 billion	2	10.80%
2013	\$31.0 billion	2	10.20%

Source: Refinitiv
US municipal new issue "A17" short term notes, private placements, and deals not meeting T+5 policy rule are excluded. Shared credit for co-financial advisors.

fluctuations, desired structures and specific market pricing. We are aware of trends in interest rates, changes in investor sentiment, and the latest innovations in the capital markets as a result of our continuous market access. Our advisors apply the knowledge and lessons learned from our on-going experience with large, frequent issuers to our entire client base, including our smaller to mid-sized clients.

As a national independent financial advisor, PRAG’s client base of active issuers allows our senior advisors direct access to the major municipal underwriting desks. Because we advise on such a high volume of bonds and are not a competitor to underwriters, most underwriters are willing to provide insight on the market directly to PRAG. Our ability to obtain views and market information from multiple underwriting can be difficult for broker-dealer financial advisors to match. By accessing a variety of underwriting desks, PRAG’s advisors can offer a broad perspective of the market beyond the viewpoint of a single underwriting or pricing desk.

Since 2000, PRAG has advised on over \$634.8 billion of financings, including over \$40.3 billion of financings for water and sewer issuers. **In the past two years alone, PRAG has advised on over \$3 billion of water and sewer financings in the State of Florida, including acting as financial advisor on Florida’s first WIFIA loan.** Our water and wastewater transactions include bond issues and bank loans; fixed and variable rate debt; negotiated and competitive transactions; new money and refundings; commercial paper and lines of credit and SRFs and WIFIA loans in addition to working with these clients on special, non-bond projects, such as long-term financial and capital planning models, rating agency strategies and development.

PRAG relies on utilizing teams of experienced, senior advisors to perform analysis and communicate information to our clients as the basis of our services. With our senior



staffing model, the majority of the analysis we produce is the direct work of advisors with many years of experience through multiple market cycles. **PRAG has a fully staffed, accessible Florida team with five senior advisors representing over a century of combined municipal finance experience.**

In 2018, PRAG significantly expanded its Florida presence with the hiring of Natalie Sidor, Senior Managing Director, Molly Clark, Senior Managing Director, and Mickey Johnston, Managing Director. Ms. Sidor and Ms. Clark each came to PRAG after having spent 15+ years working on the underwriting/ investment banking side of the municipal finance business, with the majority of their careers focused on entities throughout Florida, while Mr. Johnston previously spent ten years as a financial analyst with a municipal accounting firm. PRAG brings a team of senior advisors with extensive relevant experience and a new perspective to the Authority's engagement.

***State of Florida
Department of State***


I certify from the records of this office that PUBLIC RESOURCES ADVISORY GROUP, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on April 18, 1989.

The document number of this corporation is P23950.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 19, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of January,
2021*



Randy Bee
Secretary of State

Tracking Number: 1275833026CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.smbia.org/Filings/CertificateOfStatus/CertificateAuthentication>

Home > Municipal Advisor Registrants

MSRB-Registered Municipal Advisor Firms with Series 50 Qualified Representatives

[Export to Excel](#)

The Firms tab displays municipal advisor firms registered with the MSRB that have at least one individual associated with the firm who has passed the MSRB's Municipal Advisor Representative Qualification Examination (Series 50). The Representatives tab displays the names of individuals associated with the firm who have passed the Series 50 exam. Qualification information is updated weekly. [Read more about working with regulated municipal advisors in the MSRB Education Center.](#)

[Municipal Advisor Firms](#) |
 [Series 50 Qualified Representatives](#)

Only those associated persons who have passed the Series 50 exam may engage in municipal advisory activities

Find a Firm:

Show **All** entries

Firm Name	MSRB ID	State	Registrant Type
Public Resources Advisory Group, Inc.	MD133	NY	Municipal Advisor
Representative Name			
Chen, May			
Choi, Louis			
Clark, Mary			
Conley, Monika			
Dinzy, Eilyn			
Edmonds, Marianne			
Evandoli, Andrew			
Fay, Christine			
Forman, Daniel			
Gardner, Wendell			
Goldfield, Steven			
Gooding, David			
Hough, Wesley			
Huestis, Thomas			
Itzins, Christine			
Issa, Michelle			
Johnston, Michael			
Killen, Ryan			
Kyi, Jessica			
Lee, Janet			
Lin, Xun			
Martin, Benjamin			
Mortensen, Jocelyn			
Peyser, Steven			
Schopfer, John			
Sior, Harsh			
Soong, Edmund			
Sutherland, Heather			
Valentinsen, Barry			
Wan, Qian			
Wier, Lauren			

Showing 1 to 1 of 1 entries (Filtered from 519 total entries)

Previous 1 Next

The Series 50 is designed to test broad-based knowledge of the business and regulations applicable to municipal advisory activities. The examination is not designed to specifically test each specialized functional role or service that may be provided on behalf of a municipal advisor firm as defined in Section 15B of the Securities Exchange Act and therefore does not confer the degree of knowledge and expertise needed to provide a municipal entity or obligated person client with informed advice as required under MSRB Rule G-42.

4. Consultant Firm's Experience and Ability including (maximum of fifteen (15) pages):

4a. Consultants shall submit a verifiable statement of the Consultant's experience in providing financial advisory services, the number of years the firm has been in business, and previous business name(s), if applicable.

PRAG has been in business as an independent municipal financial advisory firm under the same name for 36 years (since 1985). Based on Refinitiv (formerly Thomson Reuters) data, in 2020, PRAG advised on \$43.4 billion of long-term municipal issuances, representing 10.99% market share.

4b. Indicate the Consultant firm's background in providing the services as outlined in Exhibit A to governmental entities.

PRAG is well-qualified to serve the Authority. The five case studies below illustrate our recent experience with water and sewer financings in Florida. We have also identified specific features of each of the case studies that have applicability to the Authority.

Innovative Refinancing Technique Using a Combination "Cinderella" and Tax-Exempt Loan Structure and Bank Negotiations to Achieve Multiple Financing Objectives



Applicability to the Authority:

- *Proactive identification of innovative refunding opportunity.*
- *Development and execution of multi-faceted refunding plan.*
- *Successful negotiations with existing lenders.*

PRAG presented a combined refunding/restructuring opportunity to Pinellas County in August 2020 in connection with its Series 2003 and Series 2012 Bonds. While the Series 2012 Bonds could not be advance refunded on a tax-exempt basis, PRAG believed that banks would offer a "Cinderella" loan which would be a taxable loan that would essentially convert to a tax-exempt loan on the first available call date.

Although the Series 2003 Bonds were callable, there was a debt service reserve surety policy associated with the Series 2003 Bonds that was necessary to meet the combined debt service reserve requirement of the existing sewer bonds. PRAG approached the County's existing lenders and both agreed to allow the release of the surety policy and reduce the debt service reserve requirement on their loans, which allowed the refunding of the Series 2003 Bonds. Together, the transactions provided the following benefits to the County:

- \$3.26MM NPV savings from the taxable refunding (7.85% of bonds outstanding);
- \$1.55MM NPV savings from the tax-exempt refunding (29.7% of bonds outstanding);
- Allows for an additional \$520K in NPV savings upon conversion of the taxable note;
- Reduced debt service reserve requirement on existing debt;
- Eliminated the need for a debt service reserve on new debt;
- Eliminated the need to replace a \$7.8 million surety expiring in 2024 with cash;
- Eliminated the need to provide on-going capital markets disclosure; and
- Eliminated the need for a separate audit of the sewer system.

Transactions	Client Contact	PRAG Team
\$44,400,000 Sewer Refunding Revenue Note, Series 2021A \$5,292,000 Sewer Refunding Revenue Note, Series 2021B Closed: January 20, 2021	Jim Abernathy, Budget & Financial Management Analyst (727) 453-3278 Jabernathy@pinellascounty.org	Molly Clark Wendell Gaertner Marianne Edmonds

Unique Refinancing of SRF Loans with Bonds and a New Subordinate Lien Resolution



Applicability to the Authority:

- *Debt portfolio monitoring led to the identification of refunding opportunities structured to achieve targeted debt service savings, while leveling out the Utility System’s aggregate debt service profile.*
- *Creation of a new subordinate lien bond resolution.*
- *Fast and efficient execution to take advantage of low rates, with a TIC less than 1%.*

PRAG pro-actively identified a unique refunding opportunity for the City’s utility system that involved make-whole provisions on a bank loan, the release of a debt service reserve, and the refunding of State Revolving Fund loans with new subordinate bonds. PRAG evaluated various refunding structures, taking into account the System’s aggregate debt service profile and capital improvement plans to achieve maximum near-term cash flow relief and preserve senior lien borrowing capacity for future projects.

The City targeted the following financing objectives with the Series 2020 Bonds: (i) achieve maximum cash flow relief over the next five fiscal years, reduce aggregate maximum annual debt service, and level out the System’s aggregate debt service profile and (ii) take advantage of historically low interest rates to refinance already low rate SRF Loans for savings, while preserving senior lien borrowing capacity for future capital projects via a newly created subordinate lien resolution.

The Series 2020 Bonds represented one of the first Florida water and wastewater financing transactions completed since the COVID-19 pandemic caused severe distress in the financial markets. PRAG worked closely with the City and the working group to effectively manage the transaction process and expedite the transaction, completing all necessary approvals, documentation (including necessary COVID-19 disclosures), credit ratings, bond sale and closing in only two months. Ultimately, the refunding allowed Fort Myers to reduce its aggregate maximum annual debt service by \$3.0 million and resulted in a True Interest Cost (TIC) of less than 1%.

Transactions	Client Contact	PRAG Team
\$76,705,000 Utility System Ref. Revenue Bonds, Series 2020A and 2020B Closed: June 3, 2020	Holly Simone Deputy Director of Finance (239) 321-7159 Hsimone@cityftmyers.com	Natalie Sidor Molly Clark



Evaluation of Funding Options and Management of the Financing Process for Florida's First WIFIA Loan

Applicability to the Authority:



- Shows PRAG's ability to help clients find new solutions - this was the first WIFIA loan closed in Florida.
- Shows PRAG's long-term viewpoint: the structuring negotiations achieved for the County on this initial WIFIA loan paved a path forward for additional WIFIA loans at very low-cost financing.

PRAG advised on a \$99.7 million WIFIA loan for Miami-Dade County's Water and Sewer Department ("WIFIA I") in 2019. The loan was a part of WIFIA's first round of funding and represented the first WIFIA loan closed in Florida. The loan was structured with repayment subordinate to the Department's \$3.1 billion in outstanding bonds and without a springing lien feature common to most subordinate WIFIA loans.

PRAG was involved in reviewing the initial application, structuring the loan and the SRF match, negotiating documentation, obtaining credit ratings, and negotiating consents of other subordinate debt holders. PRAG and the County were successful in negotiating flexibility and relief from many of the standard terms.

Following the closing of the initial WIFIA loan, PRAG has continued to work with the Department to close three additional WIFIA loans. The County has realized over \$200 million in combined NPV savings to date through its four WIFIA loans totaling in excess of \$1 billion with interest rates ranging from 1.27% to 2.89%.

Transactions	Client Contact	PRAG Team
WIFIA Loans I, II, III, IV Totaling \$1,085,379,000 Initial Loan Closed: March 22, 2019	Frances Morris Chief Financial Officer (786) 552-8104 Frances.Morris@miamidade.gov	Wendell Gaertner Molly Clark Marianne Edmonds Mickey Johnston

Evaluation of Structuring Options to Finance a Multi-Year Water & Sewer Capital Plan

Applicability to the Authority:



- Demonstrates experience with developing financing programs to implement long-term capital plans for a water and sewer system.
- Structured and executed financing to simultaneously achieve multiple goals- low-cost new money, high refunding savings, and long-term debt service structure.

PRAG served as financial advisor to Broward County on its Series 2019A and Series 2019B Utility System Bonds. The 2019A Bonds were issued to fund the Utility's capital program. The 2019B Bonds were taxable advance refunding bonds. Because the refunding was being done on a taxable basis, the County required a savings threshold of 10% for each individual maturity. The 2019 Project consisted of improvements to the County's North Regional Wastewater Treatment Plant and construction and



reconstruction of water mains, wastewater mains, and injection wells. The Utility reviews its CIP annually, during which process all projects are vetted, estimated, and scheduled. The 2019 CIP addressed the need for services and facilities based upon anticipated build-out of the Utility’s service area in 2035 and includes capital improvements through fiscal year 2024.

The combined structure accomplished multiple goals of i) amortizing tax-exempt bonds over 25 years, in keeping with the County’s practice of using a 25-year maturity for new money issues; ii) amortizing taxable bonds more quickly than tax-exempt bonds, to ensure that the higher cost taxable debt service would be paid off more quickly than the lower cost tax-exempt debt service; iii) amortizing refunding bonds no longer than the final maturity of the refunded bonds; and iv) restructuring refunded principal to “level-out” the Water and Wastewater Department’s aggregate annual debt service schedule. Last month the County engaged PRAG to advise on the next phase of the CIP financing. We expect to close the new bonds in early 2022.

Transactions	Client Contact	PRAG Team
\$249,110,000 Water and Sewer Utility Revenue Bonds, Series 2019A & Series 2019B Closed: December 4, 2019	George Tablack Chief Financial Officer (954) 357-7130 gtablack@broward.org	Wendell Gaertner Molly Clark Mickey Johnston

Use of Complex Refunding Structures Combined with Strategic Rating Plans

Applicability to the Authority



- *Demonstrates ability to move quickly to capture refunding savings.*
- *Strategic long-term rating agency management planning.*
- *Client education for their first-ever competitive sale.*

PRAG’s first engagement with Manatee County in 2017 was to advise on a cross-over refunding of its Public Utilities Revenue Build America Bonds, Series 2010 before the new tax law prohibited advance refundings. With the cross-over structure the proceeds of the new bonds were placed in escrow to pay the interest on the new bonds until the call date, at which time the escrow would “cross-over” and redeem the the old bonds. Because the old bonds were not defeased at closing, legally both issues were obligations of the utility system and both were included in the rate covenant and additional bonds test until the call date. PRAG analyzed the financials of the system and concluded that the County would be able to meet its additional bonds test and rate covenant and its expected future borrowing with both series outstanding. Even though the issuance was fast-tracked to ensure a December 2017 closing, PRAG recommended that time be invested in developing a full ratings presentation to both Moody’s and Fitch with a formal presentation delivered by County staff. Previously, the County had relied upon the documents and questions from the rating agencies. Moody’s upgraded the credit to Aa1 with the issuance of the 2017 Bonds.



Several months after the closing on the Series 2017 bonds, Manatee County initiated a new money financing for the utility system. While the County had historically sold its debt on a negotiated basis, because of the stability of the market, the lack of new issue supply, the recent rating upgrade, and the County’s recent presence in the market, PRAG recommended a competitive sale. PRAG spent a considerable amount of time providing education on the competitive sale process.

Even though the County had recently made presentations to the rating agencies, PRAG developed another set of formal presentations that focused on the System’s strengths and consistent financial performance. Fitch upgraded the credit to AAA.

Because the competitive sale was a new process to the County, on the day of the sale approximately 15 senior executives from the County and members of their staff met a half hour before the sale. PRAG reiterated why a competitive sale was being used and then provided a presentation on market conditions, the Parity electronic bidding platform, and the information available to bidders on TM3.com. The sale was extremely successful with the top five bids within 3 basis points of each other.

Most recently, PRAG worked with the County on establishing a \$50 million line of credit for the utility system to fund capital projects over the next 18-24 months.

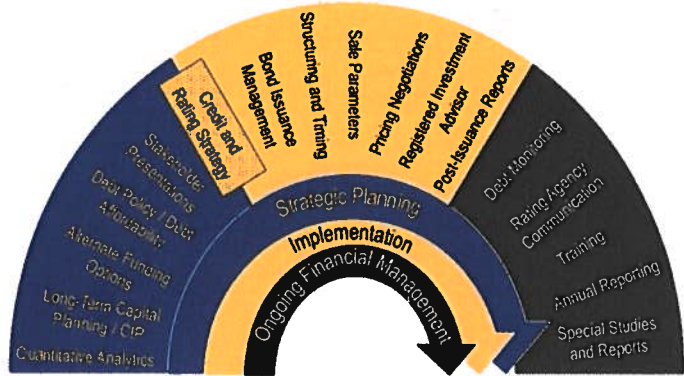
Transactions	Client Contact	PRAG Team
\$55,075,000 Public Utilities Revenue Bonds, Series 2017 Closed: December 28, 2017	Jan Brewer, Director, Financial Management (941) 742-5826	Wendell Gaertner Natalie Sidor Mickey Johnston
\$74,695,000 Public Utilities Revenue Improvement Bonds, Series 2018 Closed: September 20, 2018	Jan.brewer@mymanatee.org	
\$50,000,000 Public Utilities Line of Credit Expected Closing: November 23, 2021		

4c. Description of the capabilities, experience and expertise of the firm as a whole in the following aspects of financial management:

- i. Development of long-term strategic financial planning;
- ii. Issuance of tax exempt debt (bonds and notes);
- iii. Provision of other financial planning and general financial advisory services, including client education;
- iv. Describe the firm’s knowledge, experience and resources in tracking and monitoring the tax-exempt and taxable bond markets;
- v. Explain the process for ensuring that the Authority receives the best price for any bonds and refunding, including how you evaluate the success of any pricing; and,
- vi. Describe a specific past example of significant financial project or plan of finance designed by your firm as Financial Advisor for a governmental agency. Provide the

planning process, revenue projection process, debt or finance plan, approval process, and the resulted outcomes in relation to the expected planning.

PRAG views each project as having three stages: strategic planning, implementation, and on-going financial management. PRAG's fundamental objective is to provide our clients the information they need to make well-informed strategic decisions, in each of these project stages.

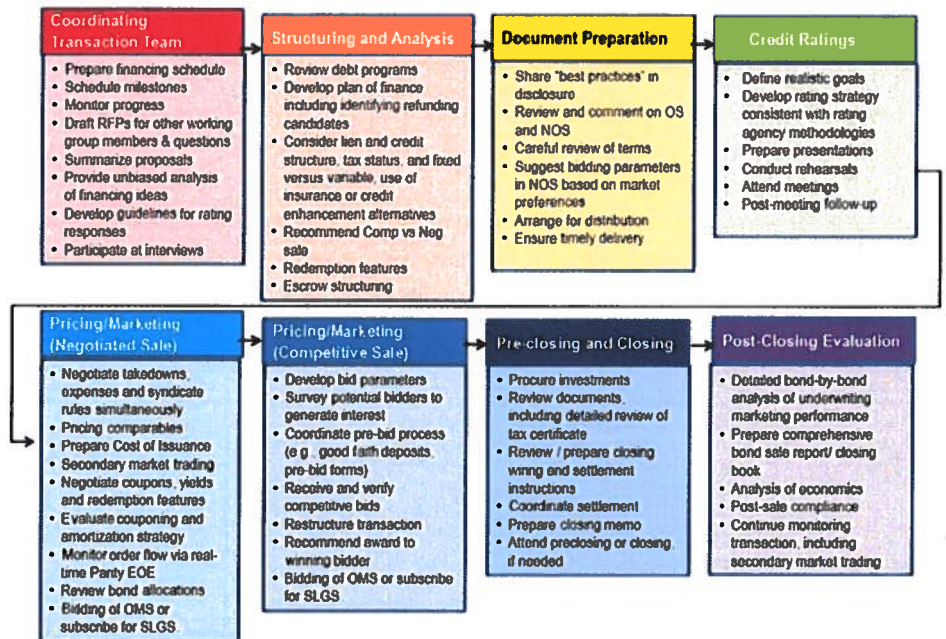


STRATEGIC PLANNING

During the initial Strategic Planning phase, we will build upon our existing knowledge base of the Authority's debt portfolio, credit profile, and capital needs to ensure that we are fully up to speed and take into consideration any internal policies, initiatives, or objectives in our recommendations.

IMPLEMENTATION

The graphic to the right presents PRAG's approach, steps, and responsibilities when developing and implementing a financing plan. To a large extent, each of these processes occurs in the structuring and execution of any bond issue. However, the Authority's debt issues will have its own unique set of circumstances and financing goals that will warrant further customization of this process on a case-by-case basis.



COORDINATING THE TRANSACTION TEAM. PRAG makes sure the transaction team is available, informed, and efficient. In that role we prepare and distribute the term sheet, distribution list, and timetable which incorporates sufficient lead time for completion of rate studies, revenue sufficiency analysis, bond document preparation and review, rating



agency process, and marketing in addition to any educational sessions or workshops for staff and/or the Authority’s Board.

PRAG assists with the selection, evaluation, and management of all members of the financing team, as desired by our clients and their procurement processes. We act as a fiduciary and have no arrangements, affiliates, or conflicts that keep us from negotiating the best deal for our clients.

STRUCTURING AND ANALYSIS. As Financial Advisor, PRAG will work closely with the Authority to perform a comprehensive review of various financing options, including interim financing, publicly offered debt, privately placed bank loans, SRF loans, and WIFIA loans, to assist the Authority in developing the best possible plan of finance for a given project(s). With \$48.4 billion in funding for water programs in the Infrastructure Investment and Jobs Act, we expect additional funding sources could be available to the Authority. We will evaluate the various requirements associated with the different financing options, such as the need for a feasibility report and engineering study and specific requirements for the State or Federal sponsored loan programs. PRAG’s analysis will focus not only on the timing and economics (i.e. lowest borrowing costs, mitigating impact to ratepayers) associated with each financing option but also the benefits and considerations of each alternative in the context of the Authority’s overarching objectives.

DOCUMENTATION PREPARATION. PRAG carefully reviews all bond documents including resolutions, ordinances, indentures, offering documents, feasibility reports, bond purchase agreements, and closing documents. We ensure the initial drafts of documents are available with sufficient time for review. We make sure the documentation is consistent among the various agreements, reports, and disclosure documents. We facilitate the review process. Finally, we ensure that the key pieces of the disclosure documents, such as resiliency, cybersecurity, and impacts of COVID-19, are consistent throughout all disclosures.

CREDIT RATINGS. PRAG’s credit expertise and experience can provide benefit by helping the Authority proactively manage its credit ratings. The Authority maintains three

Peace River Manasota Regional Water Supply Authority			
Agency	Last Rating Action	Rating	Outlook
Moody's	Oct-20	Aa3	Stable
S&P	Oct-20	AA (Upgrade)	Stable
Fitch	Sep-20	AA	Stable

credit ratings by Moody’s, S&P and Fitch. All three rating agencies last reviewed Peace River in the fall of 2020 in conjunction with the Series 2020 bond issue. At that time, Moody’s and Fitch affirmed the Authority’s Aa3 and AA ratings while the Authority achieved an upgrade to AA from S&P based on the following key credit strengths:

- Strong wholesale level metrics with low water cost relative to alternatives; debt service coverage above the 1.5x target and liquidity well above the 180-day policy
- Strong customer financial position, highly rated Sarasota and Charlotte make up 90% of base rate charge and water use charge allocated on a take or pay basis

- Considerable management acumen with sound strategic and capital planning practices and long-term demand and financial planning practices with a proven track record of executing capital plans, while maintaining financial health
- Sufficient supply through 2030 with water use permit allowance more than twice current and projected customer allocations

Fitch previously upgraded the Authority's rating to AA in August 2018 mainly due to improved and ongoing strength of the Authority's largest customers. Given the one-notch rating differential of Moody's versus S&P and Fitch, **PRAG would focus its initial ratings efforts on digging deep into Moody's specific areas of focus and concerns with supporting analyses to achieve a near-term upgrade, while pro-actively reiterating credit strengths to S&P and Fitch with the goal of achieving affirmations of the AA rating and future upgrades when justified.** We would provide supplementary analysis and qualitative back-up documentation and explanations to further provide mitigating factors to any credit challenges and justify a particular rating level.

The Authority's unique structure, business model and planning practices make it distinctive from other utility credits, thus, requiring a more thoughtful and customized rating approach. **Our suggested three-prong approach is centered around the:**

- (1) **Master Water Supply Contract - key security features as debt is secured by revenue derived from the MWSC, absolute and unconditional obligations, customer payments as O&M, customer default process, allocation methods**
- (2) **Authority - management acumen, policies, planning practices, financial metrics**
- (3) **Customers/ Members - credit strength, financial position, planning practices**

PRICING/MARKETING. Our pricing process is highly market focused. Prior to any of our clients entering the market with a transaction, PRAG advisors set out to understand current investor preferences and market conditions; achieve best available ratings (using credit enhancement if warranted) and highlight credit strengths of the issue; determine best structure to accomplish client's financing goals and meet investor requirements; and execute pricing in an organized and deliberate process.

PRAG focuses on achieving the best pricing by being aware of investor preferences and by structuring financings to appeal to an aggressive investor base. An efficiently priced bond transaction can save an issuer millions of dollars, and we place a great deal of emphasis on securing the optimal pricing results for our clients.

Pricing Process. As the pricing date for either a competitive or a negotiated sale approaches, PRAG develops a preliminary scale of coupons, yields, call provisions, and takedowns, which are representative of the market for the issuer's bonds. In developing such a scale, our process involves analyzing the client's historical issues and reviewing their absolute and relative values in comparison to the appropriate market indices, such as Municipal Market Data Municipal ("MMD") yield curves; and checking comparable issues in the current market and their absolute and relative trading values, as well as takedowns. In negotiated sales, we also contact underwriting firms that are not participants in the issuer's proposed negotiated sale for pricing views on the proposed



financing, as underwriters are generally willing to discuss pricing views with PRAG because they do not see us as a competitor and recognize our market presence.

After a negotiated order period, PRAG and the issuer will examine the “book” of orders. Depending on the number of orders by maturity, particularly from institutional investors, PRAG will make recommendations to the issuer regarding adjustments in yields and/or changes to coupons. Other factors that are taken into consideration in making recommendations to adjust coupons and yields include current market conditions, overall supply, buyer sentiment, and absolute and relative spreads to historical issues and appropriate market indices. Once this negotiation is completed and the underwriters receive a verbal award of the bonds, PRAG assists, if requested, with the allotment process to ensure the bonds are fairly distributed among the underwriting group.

PRE-CLOSING AND CLOSING. After any pricing, we move into the pre-closing process. It is PRAG’s policy to coordinate the closing logistics and wire transfers. We prepare a detailed Closing Memo, which acts as both the funding guide for the day of closing as well as the final documentation of all cash transfers and costs of issuance payments.

POST-CLOSING EVALUATION. After each issue, we generally provide our clients with a summary of the sale which includes a narrative describing the results of the sale and market conditions, data on coupons, yields and takedowns, retail and institutional orders, an analysis of orders by category (i.e., net designated and member orders) and by underwriter, investor meetings, retentions, allotments, and a comparison of yields to various indices and similar issues.

ONGOING FINANCIAL MANAGEMENT

PRAG considers its role as an advisor to be an ongoing responsibility to our clients, rather than simply a task-driven role. In addition to advising on bond issuances, we would evaluate the Authority’s ongoing financial and capital needs and upon request, provide assistance in capital planning, debt monitoring, debt affordability, budget preparation, financial training sessions, legislation analysis and development, economic redevelopment, and public-private partnerships, as well as introducing the latest developments in municipal finance to the Authority.

IMPLEMENTATION OF A COMPLICATED FINANCIAL PLAN

PRAG recently developed and implemented a financial plan that allowed Miami-Dade County to borrow over \$1.265 billion in the spring and summer of 2021 in a combined plan of finance to take advantage of current low interest rate conditions, diversify its funding alternatives and maximize federal funding capacity for its Water and Sewer Department. The County issued its \$605,600,000 Water and Sewer System Revenue Bonds, Series 2021 in late April 2021, its \$236,135,000 Subordinate Water and Sewer System Revenue Bonds, Series 2021 in early July 2021 and closed its fourth WIFIA loan of \$424 million in September 2021.

The senior/subordinate lien bond transactions financed a portion of the Department’s 10-year \$7.5 billion Multi-Year Capital Improvement Program, including pump system



upgrades, facilities upgrades and improvements, and other projects. The WIFIA Loan will fund two new wastewater treatment plants in the Department's north and central service areas.

The Department is the largest water utility in the Southeastern United States serving over 450,000 retail water customers. With aging infrastructure and a growing population, the service area is uniquely situated next to the Florida Everglades. In addition to the geographical complexities of the service area, the Department's most significant financing challenge is navigating capacity constraints in light of its substantial CIP needs and forward-looking additional bonds test. The Senior Bonds were structured to ensure the financing generated sufficient proceeds to meet project costs while maintaining sufficient bonding capacity for the planned subsequent inaugural Subordinate Bonds offering. The Subordinate Bonds were the first of several series expected to provide ongoing access to federal WIFIA loans, which require 51% matching funding at the same lien position.

With strong investor interest and favorable market conditions, the resulting TIC on the Subordinate Bonds was only 12.9 basis points higher than that of the Senior Bonds. By issuing debt under favorable market conditions and by utilizing a variety of debt structures, the Department reduced its financing costs and mitigated the financial burden on its customers.

REVIEW OF THE AUTHORITY

In preparing our response to this RFP, we have undertaken a detailed review of the Authority's debt portfolio, credit factors and capital plans in addition to the Authority's structure, management team, and customer base. We have expanded our understanding of the Authority's unique structure and current position both to inform our response to this RFP, and as a way to communicate to the Authority the level of commitment that our entire Florida team will bring to this engagement. Although these detailed discussions extend beyond the requirements of the RFP, we have used this process to develop a strong knowledge base of the Authority and foundation for our approach to providing advisory services to the Authority. We would be delighted to add Peace River to our advisory clientele, and to enter into the same kind of long-standing relationship we have enjoyed with so many of our Florida and national clients.

PRAG'S UNDERSTANDING OF PEACE RIVER'S STRUCTURE, DEBT, CREDIT AND CAPITAL PLANS PROVIDE THE FOUNDATION FOR OUR APPROACH

The Authority has \$122 million in senior lien debt with 100% as fixed rate and 100% as public bonds. The Authority also has two privately placed subordinate loans, consisting of a \$5MM line of credit and a \$2MM taxable revenue note, of which \$5.2MM was outstanding in aggregate as of FYE 2020. The line of credit is based on a variable interest rate and matures in September 2022. A summary of the Authority's debt portfolio and our preliminary evaluation of the refunding status by series is provided below.

**Peace River Manasota Regional Water Supply Authority
Debt Portfolio**

Issue	Original Par	Par Outstanding	Interest Rates	Call Provisions	Final Maturity	Purpose	Evaluation/Refunding Status
Senior Lien							
Utility System Refunding Revenue Bonds, Series 2020	\$52,055,000	\$51,125,000	2.00%-5.00%	10/1/2030 @ par	10/1/2040	Refund 2010As, 2010Bs, 2014A	New issue; Long time to call date
Utility System Refunding Revenue Bonds, Series 2015	\$23,910,000	\$14,625,000	5.00%	10/1/2025 @ par	10/1/2028	Refund 2005B (Forward Delivery)	Long time to call date; Monitor taxable and/or forward refunding
Utility System Refunding Revenue Bonds, Series 2014B	\$56,065,000	\$55,915,000	5.00%	10/1/2024 @ par	10/1/2035	Refund 2005A	Long time to call date; Monitor taxable and/or forward refunding
Total Debt (Senior Lien)		\$121,665,000					
Subordinate Lien							
Non-Revolving Line of Credit, Series 2019 (PNC)	\$5,000,000	\$3,500,000 ⁽¹⁾	79% 1M LIBOR + 36 bps	NA	9/30/2022	System-Wide Benefit Projects	Due within 1 year
Utility System Subordinate Taxable Revenue Note, Series 2019 (PNC)	\$2,000,000	\$1,705,000 ⁽¹⁾	3.362%	NA	10/1/2028	Purchase of Administration Building	Dependent on prepayment provisions
Total Debt (Sub Lien)		\$5,205,000					
Total Debt		\$126,870,000					

⁽¹⁾ Based on outstanding balance as of 9/30/20 per the Authority's FY20 Comprehensive Annual Financial Report.

The Authority's aggregate debt service profile is level at \$10.4 million per year through 2035. Annual debt service begins to decline in 2036 with a slight step-down structure thereafter reaching \$6.5MM in 2038 through 2040. The Authority's largest near-term capital projects include Reservoir No. 3 and the Peace River facility expansion. The Authority's debt service profile provides financing flexibility and borrowing capacity to fund its portion of its planned capital improvements with long-term bonds given the declining debt service profile, while maintaining targeted debt service coverage levels. Nonetheless, it is important for the Authority to work closely with its Financial Advisor, rate consultant, underwriters and legal team to structure any future debt appropriately taking into account legal provisions, credit aspects, and impacts on its members.

In addition to understanding the overall debt service structure of the Authority, it is of equal importance to understand the allocation of debt service costs to the members under the MWSC. These cost allocations are based on the specific projects funded with debt and the benefit of those projects to each member. Presented

Customer	Series 2014B	Series 2015	Series 2020	Total
Charlotte County	\$734,164	\$601,425	\$909,502	\$2,245,091
DeSoto County	\$22,925	\$181,744	\$33,523	\$238,192
Manatee County	-	-	-	\$0
Sarasota County	\$1,748,742	\$1,748,081	\$3,170,170	\$6,666,993
City of North Port	\$289,919	-	\$692,255	\$982,174
Total (\$)	\$2,795,750	\$2,531,250	\$4,805,450	\$10,132,450

2019 Series Note (Administrative Office) \$245,934

Customer	Series 2014B	Series 2015	Series 2020	Series 2019 Sub Note
Charlotte County	26.26%	23.76%	18.93%	36.36%
DeSoto County	0.82%	7.18%	0.70%	6.83%
Manatee County	-	-	-	12.51%
Sarasota County	62.55%	69.06%	65.97%	39.35%
City of North Port	10.37%	-	14.41%	4.95%
Total (%)	100.00%	100.00%	100.00%	100.00%

Customer	% of Total Senior Debt Service	% of Total Debt Service
Charlotte County	22.16%	22.49%
DeSoto County	2.35%	2.46%
Manatee County	0.00%	0.30%
Sarasota County	65.80%	65.17%
City of North Port	9.69%	9.58%
Total	100.00%	100.00%

Source: Peace River Manasota Regional Water Supply Authority, FY22 Budget

herein is a summary of the current allocation of debt service costs among members. As a member, but not a customer, Manatee County is only responsible for its allocated portion of the Series 2019 note, which was used to buy the administration building.

SERIES 2014B BONDS: TAXABLE REFUNDING AND RELATED CONSIDERATIONS. The Authority has been pro-active in taking advantage of refunding opportunities when they are available with the majority of outstanding debt including a refunding component. The Authority completed its most recent refunding in October 2020 to refund the Series 2010A and 2010B Bonds and 2014A loan. Based on our preliminary evaluation of the Authority’s debt, the Authority’s most probable near-term refunding opportunity is a taxable refunding of the Series 2014B Bonds. Presented below are the results of this taxable refunding under current market conditions.

Although this refunding would generate significant savings, there are multiple factors beyond meeting traditional savings thresholds, to consider prior to executing a taxable refunding. Both the expectation of future interest rate levels and the potential for tax law changes are important aspects of the decision. Most of the taxable refundings we recommend either have additional structuring benefits or high savings levels on a maturity-by-maturity basis.

Summary of Preliminary Refunding Results Peace River Manasota Regional Water Supply Authority Taxable Refunding of Series 2014B Bonds	
Delivery Date	4/1/2022
Interest Rates as of	11/10/2021
Par Amount	\$62,600,000
True Interest Cost	2.42%
Average Life (years)	9.778
Par Amount of Refunded Bonds	\$55,915,000
Avg. Coupon of Refunded Bonds	5.00%
NPV Savings (\$)	\$6,806,010
NPV Savings (%)	12.17%

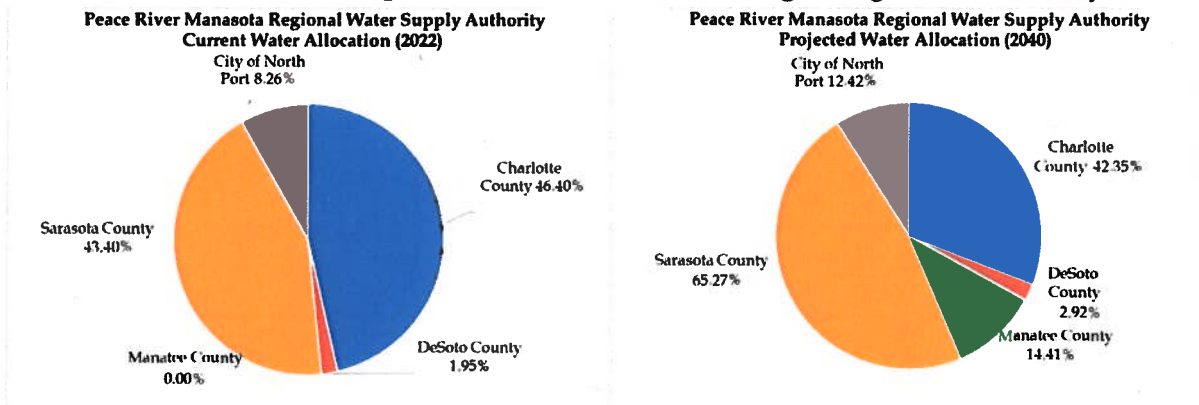
Market participants were hopeful that tax-exempt advance refundings would be reinstated (along with other muni favorable provisions) within the recent Infrastructure Investment and Jobs Act (IIJA) of 2021. However, these provisions were eliminated prior to the passing of the IIJA by the House of Representatives on November 5, 2021.

As Financial Advisor, PRAG will continue to monitor the Authority’s debt portfolio to pro-actively take advantage of refunding opportunities as they arise. In addition, PRAG will re-evaluate refunding opportunities in conjunction with new money borrowings to achieve economies of scale related to transactional costs and administrative time.

PEACE RIVER’S STRUCTURE, REGIONAL BUSINESS MODEL AND CAPITAL PLANS. In addition to understanding the Authority’s overall debt portfolio, PRAG has expanded our knowledge base of the Authority’s distinct structure and regional business model as the wholesale water provider for its members – Sarasota, Charlotte, DeSoto and Manatee in addition to the City of North Port as a customer.

The foundation of the Authority’s structure is the Master Water Supply Contract, which defines allocation methodologies related to water supply, debt service, other payments and expenditures and System Wide CIP contributions that are considered for debt service coverage and base rate calculation purposes, among other provisions that govern the Authority’s business model. The Capital Component Charge and North Port Payment to Charlotte County both ended in FY21. The Desoto Payment of \$796,000 per year is in place for the length of the MWSC based on the 2015 amendment.

The Authority's comprehensive strategic and capital planning vehicles serve as the basis to effectively manage timing and funding of projects and the region's water supply needs based on member projections. As shown below, Sarasota County is expected to continue as the Authority's largest customer, while Manatee County, a member, but not a current customer, is anticipated to have water needs beginning in 2037 and beyond.



Source: Peace River Manasota Regional Water Supply Authority, FY22 Budget

To meet these future water supply needs of its members, the Authority continuously focuses on its 5-year Capital Improvements Plan (CIP) and 20-year Capital Needs Assessment (CNA) to ensure the appropriate facilities and infrastructure are in place to meet increasing demand, capacity requirements and new regulations. The Authority's capital planning process is extremely thorough with capital projects categorized into three categories and the majority of projects funded via a combination of Authority funds and SWFWMD cooperative funds. There are certain capital costs (i.e. property, mitigation) and/or entire projects that are ineligible for grant funding and thus, require full funding from the Authority. A summary of the Authority's CIP and CNA, along with major projects, is provided below.

Water Supply Projects	Regional Transmission System Projects	System-Wide Benefit Projects
5-Yr CIP - \$60.97MM, 32.1%	5-Yr CIP - \$116.81MM, 61.5%	5-Yr CIP - \$12.15MM, 6.4%
20-Yr CNA - \$359.3MM, 54.6%	20-Yr CNA - \$286.0MM, 43.5%	20-Yr CNA - \$12.15MM, 1.8%
<ul style="list-style-type: none"> • Projects that provide expansion of water supply facilities and water transmission projects. • Funded per the MWSC • Expand capacity from 34.7 MGD to 57.7 MGD by 2041 • Major projects include: Reservoir 3 (\$246MM), Peace River Facility expansion (\$36.9MM) 	<ul style="list-style-type: none"> • Projects focused on interconnection between members/ customers • Expect regional transmission to almost double from 82 miles of current pipelines to 159.8 miles in 2041 • Major projects include: Regional Integrated Loop - Phase 2B (\$58.8MM), Phase 2C (\$62.4MM), Phase 3C, (\$87.6MM), in addition to pipeline relocations 	<ul style="list-style-type: none"> • Projects of shared benefit to the Authority Members and Customers • Exclude R&R and New Water Supply Projects • Funding established on a project specific basis • Major projects include: Regional acquisition of Project Prairie pumping and storage facility (\$1.275MM); Water resources building (\$1.5MM); Raw water ASR (\$8.662MM)



The majority of near-term capital projects are focused on water transmission while water supply projects make up over 50% of the anticipated capital needs over the longer-term. The Authority’s \$54.68MM Fiscal Year 2022 budget includes \$1.1 million of Authority funds (plus \$1.1 million of matching funds from SWFWMD grants) for preliminary design work related to the Reservoir No. 3 project, representing the Authority’s largest near-term capital project. The related feasibility study is currently underway with expected completion in early to mid-2022. The current CIP estimates Authority funding for this project of ~\$131 million, which we understand would likely be funded with additional Authority debt. PRAG stands ready to assist the Authority with modeling, evaluating and structuring its future funding needs.

4d. Disclose the firm’s affiliation or relationship with any broker dealer.

None.

4e. Disclose any finder’s fees, fee splitting payments to consultants or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

None.

4f. Describe the firm’s access to sources of current market information to assist in the pricing of negotiated sales and information to assist in the planning and execution of competitive sales.

PRAG subscribes to a variety of data sources in order to keep abreast of market conditions including TM3, Bloomberg, MMD, all of the rating agencies and other business periodicals. Unlike other advisory firms that centralize market information and the pricing process, PRAG makes market information available directly to our advisors. Each advisor receives multiple updates on municipal market conditions via email throughout the day including a daily “Selected Issue” summary of notable new issues.

4g. Provide a list of all clients gained and lost over the last 12 months. For clients lost, please provide the reason(s) for the client departure.

PRAG is pleased that we have gained significantly more clients than we have lost in the last year. Even with the additions to our Florida clientele, we maintain the capacity to provide the necessary services to the Authority.

Clients Gained

- City of Largo (FL)
- City of Newark
- City of Palm Bay (FL)
- Emerald Coast Utility Authority (FL)
- Manatee Port Authority (FL)
- Oregon Bond Bank
- Pennsylvania Turnpike Commission
- State of Utah
- State of Wisconsin

Clients Lost

- Metropolitan Water District of Southern California
- San Francisco Public Utilities Commission
- State of Washington

The list of clients lost does not include clients for which we were engaged only for a specific financing. We are not aware of any service related issues with any of the clients lost.



4h. Describe and provide information on unique or innovative financial advisory techniques, programs, or concepts the firm has utilized for financial advisory clients in Florida and how these techniques may be applied to the Authority.

PRAG strives for innovation by leveraging our senior advisors within an organization that serves some of the largest municipal issuers in the country, yet is small enough to allow frequent direct contact among our advisors. The key to PRAG's ability to deliver innovation is our platform that puts senior-level partners with a broad understanding of market, technical, and legal developments in day-to-day contact with our clients and their specific financing needs. PRAG has developed and implemented many innovative solutions for issues facing our clients.

- We were the first financial advisor to develop a call option model (State of New York) which by analyzing, with binomial techniques, the refundability of an issue provides a tool for optimizing refinancing strategies and helps with pricing lower coupon callable bonds.
- We introduced the initial "Promise and Performance" Strategy (District of Columbia) for rating agency presentations that has helped several clients secure rating upgrades over time.
- We developed the first tobacco securitization (City of New York) in the country.
- We worked on the first Rate Reduction Bond Program (State of California) in the nation.
- Our firm proposed and helped implement the first commercial paper program (State of Connecticut) for both cash flow and capital funding requirements.
- We were the first financial advisor to implement Build America Bonds (State of California) and we structured the Notices of Sales for subsequent competitive sales (Commonwealth of Virginia) that allowed underwriters to decide which maturities would be sold as BABs and which as tax-exempt bonds so that the issue would receive overall lowest True Interest Cost ("TIC").
- We developed the first tax-exempt asset-backed program in the nation (New York City Transitional Finance Authority, which has sold \$39.3 billion to date) supported by income and sales tax revenues.
- We structured the first competitive bidding of large bond issues by tranches with non-repeating maturities, so the winning bidders do not compete (State of California followed by the State of New York).

While PRAG's record of innovation illustrates the analysis and implementation strategies we use for all our clients nationally, we have presented examples of innovative problem solving we have developed or worked on for select Florida clients and the specific applicability to the Authority in our response to Question 4b.

4i. Clearly identify any subcontractor that may be utilized in providing Financial Advisory services and how such subcontractor would participate.

PRAG does not anticipate the use of any subcontractors for this engagement.

5. Key Personnel Experience and Ability (maximum of ten (10) pages):

- a. Identify the specific key personnel to be assigned to the Authority and their accessibility and availability.
- b. Designate the key personnel that will have the primary responsibility of managing the account;
- c. Provide a resume for each key personnel to be assigned to the Authority that includes the following:
 - i. Name, title, years of experience, office location and area of specialty;
 - ii. Describe relevant qualifications and experience, including licenses, accreditations and professional memberships; and
 - iii. Indicate the role each key personnel will play in the development of requested work products.
- d. Provide an organizational chart for the project team.

PRAG's people are our most important asset. PRAG has already successfully faced the biggest challenge to a professional services firm – moving from the founders to the next generation of management and implementing a process to ensure on-going professional development and maintain continuity of service to clients. At the end of 2014 one of our founding partners, William Cobbs, retired after almost 30 years with the firm. Mr. Cobbs' duties were assumed by the firm's current president, Steven Peyser. Mr. Cobb's interest in the firm was purchased by the other partners in 2015. This succession was planned, and there was no disruption in the provision of services to our clients.

In 2018, PRAG significantly expanded its Florida presence with the addition of Molly Clark, Natalie Sidor and Mickey Johnston. In 2019 Wendell Gaertner assumed responsibility for management of the Florida office from Marianne Edmonds. Ms. Edmonds had established her own advisory firm in 1997 which was acquired by PRAG in 2005. She remains a full-time partner with the firm. In 2021, Ms. Clark and Ms. Sidor were promoted to Senior Managing Directors and Mr. Johnston was promoted to Managing Director. As Senior Managing Directors, Ms. Clark and Ms. Sidor will become equity partners in the firm. We are confident our team in Florida will continue to serve our clients for the long-term.

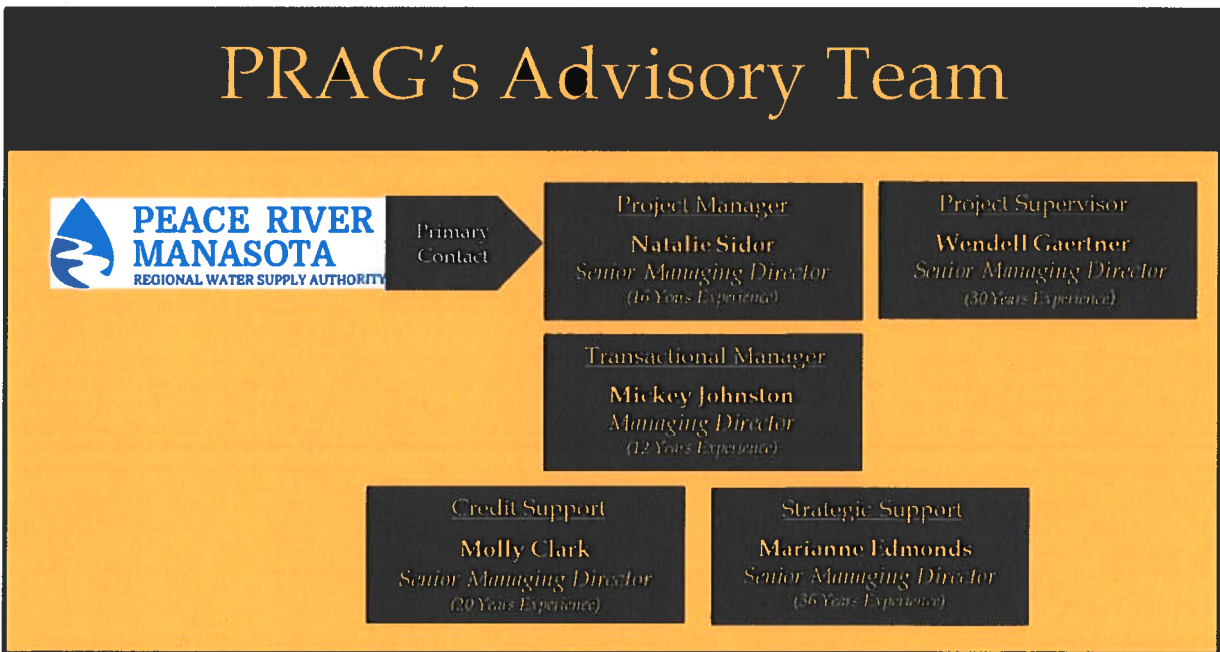
ADVISORY TEAM. PRAG brings a team of senior advisors with extensive relevant experience and a new perspective to the Authority's engagement. PRAG has assigned three senior professionals to directly serve the Authority, with the support of our entire Florida office. The primary Project Manager serving the Authority will be Natalie Sidor, Senior Managing Director. Natalie will serve as the primary point of contact for the Authority. She will be responsible for the identification of needs and opportunities for the Authority and will coordinate the evaluation of various financial structures and alternatives. She will be fully supported by Wendell Gaertner, Senior Managing Director as Project Supervisor. As manager of the Florida office, Wendell will be responsible for executing all documents and ensuring that Natalie and the Authority have access to all of the necessary resources of the firm. Completing the primary service team, Mickey



Johnston, Managing Director, will serve as Transaction Manager and have responsibility for ensuring the efficient and successful implementation of all financings for the Authority.


PRAG advisors will be available as resources to the core team, either for market, credit, industry, or transactional information. We take pride in our team-based coverage approach, and we encourage the Authority to discuss our track record of responsiveness and accessibility with the references we have included in our response.

Notably, Natalie Sidor, Wendell Gaertner and Mickey Johnston all work closely throughout the State personally with the Authority's Bond Counsel, Nabors Giblin & Nickerson ("Nabors"). PRAG has worked with Nabors on financings for the Cities of Tampa, Palmetto, and Palm Bay, as well as Hillsborough, Manatee, and Miami-Dade Counties among others. PRAG also has strong working relationships with the primary rate consultants, engineers, and other industry professionals throughout Florida. Our familiarity and working relationships with the Authority's outside financial professionals will help PRAG efficiently interface with the Authority's staff during both the planning and execution of the Authority's financings.



Detailed resumes of our team, including general experience, Florida experience, education and professional involvement and achievements, are provided below:

PRAG's Florida Advisory Team - Key Advisory Team

Name and Title	Public Finance Experience - Professional Roles	Representative Utility Clients	Education/Certification
 <p>Natalie Sidor <i>Senior Managing Director</i></p>	<p>16 years</p> <ul style="list-style-type: none"> • Municipal Advisor • Investment Banker • Real Estate Development 	<ul style="list-style-type: none"> ▪ City of Clearwater ▪ City of Fort Myers ▪ City of Safety Harbor ▪ Hillsborough County ▪ Manatee County 	<ul style="list-style-type: none"> ▪ MBA, The Wharton School of the University of Pennsylvania ▪ BS, University of Tampa ▪ Series 50 (Municipal Advisor Rep.)

Natalie Sidor will serve as the primary contact person for the Authority. Natalie Sidor joined PRAG in 2018 bringing almost 15 years of public finance experience. At PRAG Natalie provides client management and transactional advisory services to general government, special district and higher education clients. Since joining PRAG, Natalie has advised on approximately \$400 million of utility financings, including bond issues, bank loans, lines of credit and a SRF loan refinancing for Fort Myers, Clearwater, Safety Harbor and Hillsborough County.

Formerly with Raymond James and Associates, Inc., Natalie provided investment banking and advisory services to clients throughout the Southeast and Florida, with a focus on cities, counties, utility authorities, transportation agencies and school districts.

During her time with Raymond James, Natalie was involved in the execution of \$4.5 billion of lead-managed municipal financings for state and local governments, primarily in Florida. She has served as senior manager or placement agent for numerous Florida municipalities, including Fort Myers, Sarasota, Clearwater, Charlotte County, Hernando County, Sumter County, Tampa Bay Water Authority and the Emerald Coast Utilities Authority, to name a few.


In addition to her extensive public finance experience, Natalie also has experience in real estate development and corporate finance. After receiving her M.B.A., Natalie was Finance and Investments Manager for The Sembler Company, a real estate development firm. Natalie began her career as an analyst in Corporate

Investment Banking for Wachovia Securities, participating in deal teams for mergers and acquisitions advisory, debt private placements, strategic studies and valuations.

Natalie is a founding member of the Florida Chapter of Women in Public Finance and currently serves as a member of the Executive Committee and Immediate Past President. Natalie also serves as a member of the University of Tampa (UT) Board of Fellows and as a member of UT's Educational Affairs Committee.

Natalie received a B.S. degree from the University of Tampa with a double major in finance and economics. Also, Natalie earned an MBA from The Wharton School of the University of Pennsylvania.

Natalie holds a Series 50, Municipal Advisor Representative License.

Name and Title	Public Finance Experience - Professional Roles	Representative Utility Clients	Education/Certification
 <p>Wendell Gaertner <i>Senior Managing Director</i></p>	<p>32 years</p> <ul style="list-style-type: none"> • Municipal Advisor • Investment Banker • P3 Advisor • Commercial Banker 	<ul style="list-style-type: none"> ▪ Hillsborough County ▪ Manatee County ▪ Broward County ▪ Miami-Dade County ▪ Pinellas County 	<ul style="list-style-type: none"> ▪ MBA, Stetson University ▪ BS (General Honors), University of Miami ▪ Series 50 (Municipal Advisor Rep.) ▪ Series 54 (Municipal Advisor Principal)

Wendell Gaertner is a Senior Managing Director of PRAG. He joined the firm in 2013 and brings over three decades and multiple market cycles of experience in public finance at the local, regional, state and federal level. He will serve as the Project Supervisor for the Authority.

With a background in commercial banking, investment banking and financial advisory, Wendell offers PRAG's clients extensive experience in tax-exempt and taxable municipal bonds, 144A corporate debt in public, private and global offerings, variable rate debt, swaps, letters of credit, bank debt and equity. Having spent decades as an investment banker, he brings a deep practical understanding of bond sales and pricing to his clients.



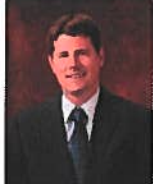
Mr. Gaertner has advised on the issuance of over \$3.7 billion of water and sewer debt in Florida over the past three years. His water and sewer experience includes the issuance of tax-exempt bonds, taxable bonds, subordinate bonds, bank loans and federal WIFIA loans. He has structured new money finances as well as current refundings, taxable advance refundings, forward refundings and cross-over refundings. He has developed bespoke financial models used to help determine the revenue increases necessary to meet the \$8.5 billion capital plan for Miami-Dade County's Water and Sewer Department. He helped design and implement utility commercial paper programs. He has advised on credit ratings strategy and implementation, resulting in upgrades for multiple utilities. Finally, he has assisted in the application, structuring, negotiation and rating of over \$1 billion of WIFIA loans for the Department.

In addition to providing transactional advice for debt issuances, Wendell has also provided strategic financial advisory services including development of long-term financial models, creation of interim funding strategies, evaluation of public-private partnership opportunities and Value for Money analyses.

Recognized as a leader in complicated, innovative financings, he was lead banker on financings selected by Project Finance Magazine as "North American Public Private Partnership Deal of the Year" for the \$1.6 billion privatization of military housing in Hawaii, and "North American Real Estate Deal of the Year" for the first-ever privatization of the Army's on-post hotel assets. He has been a regular speaker at Bond Buyer conferences and has also spoken at conferences for Standard & Poor's, the Florida Council for Public Private Partnerships and other organizations.

Prior to joining PRAG Wendell served as an investment banker and financial advisor with Merrill Lynch, Banc of America Securities and Raymond James. He began his career as a commercial banker with Barnett Bank.

Wendell received a B.S. in Chemistry with General Honors from the University of Miami in Coral Gables and an MBA from Stetson University. He currently holds a Series 50, Municipal Advisor Representative and a Series 54, Municipal Advisor Principal Licenses.

Name and Title	Public Finance Experience - Professional Roles	Representative Clients	Education/Certification
 <p>Mickey Johnston <i>Managing Director</i></p>	<p>13 years</p> <ul style="list-style-type: none"> • Municipal Advisor • Financial Analyst • Private Equity Analyst 	<ul style="list-style-type: none"> ▪ Florida League of Cities ▪ City of Auburndale ▪ City of Belleair Beach ▪ Village of Pinecrest ▪ City of Asbury Park, NJ ▪ City of Newark, NJ 	<ul style="list-style-type: none"> ▪ BBA, James Madison University ▪ Series 50 (Municipal Advisor Rep.)

Michael “Mickey” Johnston joined PRAG in 2018 after spending over ten years advising municipalities, authorities, redevelopment agencies and school districts across the State of New Jersey where he managed the financial analysis group for Lerch, Vinci & Higgins, a municipal accounting firm. Mickey will serve as Transaction Manager for the Authority.

Earlier this year Mickey served as Transaction Manager for Hillsborough County’s \$155,155,000 Utility Revenue Bonds, Series 2021A and \$19,780,000 Utility Refunding Revenue Bonds, Series 2021B.

Mickey’s prior experience includes assisting municipal clients on a variety of business matters such as the negotiation and implementation of redevelopment and payment-in-lieu-of-tax (PILOT) agreements, water privatization contract negotiations, labor negotiations, and budget planning. Mickey supported the Bergen County Utilities Authority with the development of its annual Water Pollution Control and Solid Waste Management operating and capital budgets. Mickey also worked closely with the BCUA Executive Director and CFO on other strategic initiatives for the Authority including the establishment of Sewer Connection Fees for new hook-ups to the Water Pollution Control system.

Since joining PRAG, Mickey has played a key role in advising the Florida Municipal Loan Council and its member cities on both bond and bank loan


transactions. He is active in building custom Excel models for clients and structuring cash flows using the industry-standard DBC software.

As part of the PRAG team, Mickey recently advised Hillsborough County on its issuance of Wastewater Impact Fee Assessment Special Assessment Bonds which provided funds for various wastewater projects throughout the County. Mickey also actively supports the Miami-Dade County Water and Sewer Department on debt transactions including short-term notes in connection with its \$400 million Commercial Paper program.

Over the past year, Mickey has leveraged his prior experience by providing the City of Newark (N.J.), the largest city in New Jersey, with support concerning tax abatement agreement analysis and negotiation. He works closely with the City's Economic & Housing Development department to execute financial agreements between the City and developers.

In addition to his work in public finance, Mickey also gained valuable experience as a Manager of Financial Analysis at The Blackstone Group, one of the world's leading investment firms, in New York City.

Mickey earned his B.B.A. in Finance from James Madison University. He holds a Series 50, Municipal Advisor Representative License.

Name and Title	Public Finance Experience - Professional Roles	Representative Utility Clients	Education/Certification
 <p>Molly Clark <i>Senior Managing Director</i></p>	<p>20 years</p> <ul style="list-style-type: none"> • Municipal Advisor • Investment Banker • Corporate Trust Analyst 	<ul style="list-style-type: none"> ▪ City of Fort Myers ▪ Pinellas County ▪ Broward County ▪ Miami-Dade County 	<ul style="list-style-type: none"> ▪ BA, Carleton College ▪ Series 50 (Municipal Advisor Rep.)


Ms. Clark is a Senior Managing Director of PRAG. She joined the firm in 2018 and brings 20 years of public finance experience. Ms. Clark provides client management and transactional support to utility and general government clients throughout the State. Formerly with Wells Fargo Securities and RBC as an investment banker, Ms.

Clark has supported Florida issuers through the financing process for the full spectrum of debt structures. She brings a complete understanding of debt structuring and the bond issuance and pricing processes, as well as an appreciation for the nuances of working with utility systems.

Ms. Clark works closely with large utility issuers including the County, Broward County, and Pinellas County. She is involved in planning, structuring, modeling, and executing tax-exempt and taxable financings through the capital and bank markets. Drawing on her experience at Wells Fargo as a liaison between municipal issuers and both the investor community and the bank's government banking team, Ms. Clark is adept in structuring debt issuances designed for both the capital markets and the bank markets, and is familiar with the different investor preferences in each market.

Ms. Clark is a founding member of the Florida Chapter of Women in Public Finance (FWPF) and currently serves on the Board as Communications Chair. Prior to her career in public finance, Ms. Clark began her career at Northern Trust Bank in Chicago. Ms. Clark received a B.A. degree in economics cum laude from Carleton College.

Molly holds a Series 50, Municipal Advisor Representative License.

Name and Title	Public Finance Experience - Professional Roles	Representative Clients	Education/Certification
 <p>Marianne Edmonds <i>Senior Managing Director</i></p>	<p>39 years</p> <ul style="list-style-type: none"> • Municipal Advisor • Investment Banker • Educator 	<ul style="list-style-type: none"> ▪ State of Florida ▪ Miami-Dade County Housing Fin. Authority ▪ Brevard County Housing Fin. Authority ▪ Polk County Housing Fin. Authority 	<ul style="list-style-type: none"> ▪ MBA, The Wharton School of the University of Pennsylvania ▪ BA, Northwestern University ▪ Series 50 (Municipal Advisor Rep.) ▪ Series 54 (Municipal Advisor Principal)

Marianne has been an independent municipal advisor since the early 1990s and is one of the most experienced advisors in Florida, providing a comprehensive knowledge base of Florida public finance. A former educator, she is particularly



respected for her ability to understand and communicate financial issues as well as her integrity as a financial advisor.

During her tenure in public finance Marianne has developed and implemented financing plans for general governmental capital projects, utility systems, resource recovery plants, housing, and sports facilities, among others, and has worked with a variety of financing structures including long term debt, short term debt including commercial paper, leases and bank loans. She is familiar with the security sources available to Florida local governments, including ad valorem revenues, non-ad valorem revenues, system revenues, user fees, sales taxes, P3s, and the covenant to budget and appropriate from legally available revenues.

6. Disclose the nature and magnitude of any litigation or regulatory action filed or settled against the Consultant in its role as financial advisor in the last three (3) years and the resolution thereof.

Neither PRAG nor any of its employees have been or are currently involved in any litigation brought forward by any governmental agency related to the professional activities of the firm.

7. Disclosure of whether Consultant previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port ("Customers"), in any capacity, and description of such representation, if applicable;

PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

PRAG has represented Manatee County as Financial Advisor since 2017. The County has recently extended its contract with PRAG through March 2023.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the client in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG's financial or other interests.

PRAG does not believe our representation of the Authority and of Manatee County would create a conflict. If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.



8. Disclosure of any current litigation the Consultant is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable;

Neither PRAG nor any of its employees have been or are currently involved in any litigation brought forward by any governmental agency related to the professional activities of the firm.

9. Disclose if the Consultant is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

PRAG has never been or is currently involved in any ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding. No trustee or receiver has been appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

10. Required forms (see copies attached below):

- Project Manager and Project Team/Key Personnel Form;
- Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes;
- Reference Forms (minimum of three (3) completed reference forms)
- E-Verify Affidavit and Required Evidence
- Exhibit B - Fee Schedule

**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL
for
FINANCIAL ADVISORY SERVICES**

The Consultant’s proposed Project Manager and key project team/key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, work location, and employer.

<u>Person’s Name</u>	<u>Job Classification</u>	<u>Area of Expertise</u>	<u>Employer</u>	<u>Office Location</u>
<u>Wendell Gaertner</u>	<u>Senior Managing Director</u>	<u>Project Supervisor</u>	<u>Public Resources Advisory Group, Inc</u>	<u>St. Petersburg, FL</u>
<u>Natalie Sidor</u>	<u>Senior Managing Director</u>	<u>Project Manager</u>	<u>Public Resources Advisory Group, Inc</u>	<u>St. Petersburg, FL</u>
<u>Molly Clark</u>	<u>Senior Managing Director</u>	<u>Credit Support</u>	<u>Public Resources Advisory Group, Inc</u>	<u>St. Petersburg, FL</u>
<u>Marianne Edmonds</u>	<u>Senior Managing Director</u>	<u>Strategic Support</u>	<u>Public Resources Advisory Group, Inc</u>	<u>St. Petersburg, FL</u>
<u>Michael Johnston</u>	<u>Managing Director</u>	<u>Transactional Manager</u>	<u>Public Resources Advisory Group, Inc</u>	<u>St. Petersburg, FL</u>
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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1) This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by Wendell G. Gaertner, Senior Managing Director
(Print individual's name and title)

for Public Resources Advisory Group, Inc
(Print name of entity submitting sworn statement)

whose business address is 150 Second Avenue North, Suite 400, St. Petersburg, FL 33701

and (if applicable) its Federal Employer Identification Number (FEIN) is 13-3266119
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

- 2) I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Consultant Name: Public Resources Advisory Group, Inc

Reference Entity: Miami Dade County Water & Sewer Department

Reference Contact Person: Frances Morris, Chief Financial Officer

Reference Address: 3071 SW 38th Ave., Miami, FL 33146

Reference Email Address: francis.morris@miamidade.gov

Reference Phone No.: (786) 552-8104

Project Name: Financial Advisory Services

Project Location: Miami Dade County, FL

Consultant Project Manager: Wendell Gaertner, Molly Clark, Mickey Johnston, Marianne Edmonds

Contract Amount: Transaction fees on a \$/bond basis; Non-bond fees on an hourly basis, unless a retainer is in place.

Date Project Commenced: 2014

Date of Final Completion: Ongoing

Description of Work Performed: Bond issuance, financial modeling, commercial paper, WIFIA loans, P3 services, ratings upgrade



150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

Attachment A

PRAG's proposed fee schedule for debt issuance related services and non-transactional fees is presented in Exhibit B. PRAG would apply the same fee structure for competitive or negotiated bond sales. The analysis of the method of sale will not impact our fee. PRAG does recommend, however, that the Authority consider using a disclosure counsel to prepare the offering documents for a competitive sale. Given the heightened regulatory environment surrounding disclosure, PRAG believes that having counsel prepare the offering documents is the best course of action. If it is the Authority's preference that PRAG prepare any offering document we would negotiate a separate fee for each instance based on the level of disclosure required, the time since the Authority's most recent offering document, and other specifics of the financing.

Due to PRAG's business model of serving our clients with senior and experienced personnel, PRAG is often engaged to advise on non-bond related projects, or for projects in which a debt financing is not imminent. For such cases PRAG would propose the hourly fee schedule as detailed in Exhibit B. Any consulting services would be at the direction of the Authority and could include non-bond related financial analysis, public-private-partnership advisory services, review of debt and investment policies, and preparation of any annual bond report. PRAG investment advisory services are limited to the investment of bond proceeds. Fees for non-transactional consulting services will be invoiced monthly. PRAG bills in quarter hour increments.

In lieu of an hourly rate structure, the Authority could opt for an annual retainer, paid quarterly. The retainer as proposed in Attachment A would cover up to 12 hours of general advisory services per quarter, as requested by the Authority. Specific non-bond projects, as requested by the Authority, requiring additional services and/or time commitment beyond the annual retainer would be billed at the proposed hourly rates. PRAG is willing to negotiate special fee arrangements for special projects which may arise during the course of the contract.

EXHIBIT B
(Financial Advisors Fee Schedule)

**EXHIBIT B
FEE PROPOSAL**

The following fees are submitted to provide services set for in this RFP. Fees shall be presented as a price per \$1,000 of par value issued in each of the cumulative ascending levels of debt in any issuance. The debt groupings presented must be used without alteration. Proposers are not required to offer a fee proposal for each requested grouping, debt level, or minimum or maximum amount. Proposed fees will be considered in selecting a Financial Advisor.

FEE PROPOSAL PER \$1,000 UPON SUCCESSFUL CLOSING:

Minimum fee for a successful closing of bonded debt: \$ \$20,000 (if there is no minimum, please indicate “no minimum”)

Maximum fee for a successful closing of bonded debt: \$ No Maximum (if there is no maximum, please indicate “no maximum”)

Par Value of Bond Issued	Fee per \$1,000
\$0 to \$20,000,000	\$1.00
\$20,000,001 to \$40,000,000	\$0.80
\$40,000,001 to \$60,000,000	\$0.70
\$60,000,001 to \$80,000,000	\$0.60
Over \$80,000,001	\$0.50

Bank Loan: Fees for assistance with bank loans will be issued on a flat fee basis.

Fee per issue: \$ \$17,500

Lines of Credit: Fees for assistance with lines of credit will be issued on a flat fee basis.

Fee per issue: \$ \$17,500

HOURLY FEE PROPOSAL TABLE

Unrelated to a specific debt issue, consulting services may be requested by the Authority and contracted for on an hourly rate basis. Proposer must specify hourly rates for individuals assigned to special services, such as partner, senior officer, professional staff, junior staff and support staff or as a flat monthly retainer.

Position	Rate per Hour
Senior Managing Director	\$275
Managing Director	\$225
Vice President	\$175
Assistant Vice President/ Associate	\$150
Analyst	\$100

Flat Monthly Retainer: \$ \$800 /month (if there is no retainer proposed, please indicate “no retainer”; if there is a retainer, describe what services & time commitment from your employees are covered by the retainer)

EXHIBIT C
(Authority Resolution 2018-01 'Resolution Establishing Per Diem and Travel Expenses')

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2018-01

RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES

WHEREAS, the Peace River Manasota Regional Water Supply Authority (Authority), was created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes; and

WHEREAS, Section 112.061, Florida Statutes, establishes per diem and travel expenses of public officers, employees, and authorized persons; and

WHEREAS, the Authority meets the definition of a “public agency” under Section 112.061, Florida Statutes; and

WHEREAS, Section 112.061(14)(a)4., Florida Statutes, allows special districts to establish rates by the enactment of a resolution that may vary from the per diem rate or mileage rate provided in the statute; and

WHEREAS, the Authority approved Resolution 2005-09 establishing per diem and travel expenses on November 2, 2005; and

WHEREAS, the Authority finds that the meal allowance and mileage reimbursable rates established in 2005 are now inadequate for the purpose for which they were intended and should, therefore, be revised; and

WHEREAS, the meal allowance rates for federal employees, as annually published by the U.S. Government Services Administration (GSA), and the Internal Revenue Service (IRS) mileage reimbursement rate for use of a privately-owned vehicle are hereby deemed reasonable and adequate as such rates are current and take into account regional cost differences.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, THAT:

Section 1. The above recitals are true and correct, and are fully incorporated herein.

Section 2. Resolution 2005-09 is repealed and rescinded.

Section 3. The meal allowance rates shall be the rates established by the GSA based on the location of the work activity, as updated annually on October 1.

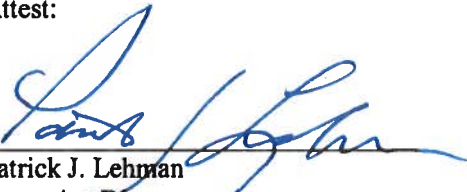
Section 4. The mileage reimbursement rate shall be the “standard mileage rate for business use of a vehicle” established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

Section 5. The revised meal allowance and mileage reimbursement rates shall immediately take effect and shall adjust in accordance with this Resolution without further action of the Board of Directors.


Section 6. All other paragraphs of Section 112.061, Florida Statutes, shall remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Duly passed on this Second day of February 2018 by the Board of Directors of the Peace River Manasota Regional Water Supply Authority in Arcadia, Florida.

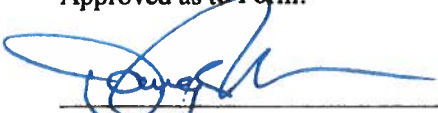
Attest:


Patrick J. Lehman
Executive Director

Peace River Manasota Regional
Water Supply Authority


Commissioner
Chairman

Approved as to Form:


Douglas Manson
General Counsel for Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

FEB - 2 2018

**Peace River Manasota
Regional Water Supply Authority**

EXHIBIT D
(Certificate of Insurance)



PUBLI-2

OP ID: JE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walter B. Howe, Inc. Howe Insurance Group 1000 Herrontown Road Princeton, NJ 08540 Brandon Jones	609-924-0095	CONTACT NAME: Jennifer S. Berrios PHONE (A/C, No, Ext): 609-924-0095 E-MAIL ADDRESS: jenniferb@howeinsgrp.com	FAX (A/C, No): 609-924-9710																				
	INSURED Public Resources Adv. Gr. Inc. Brenda Henry 39 Broadway, Suite 1210 New York, NY 10006		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Pacific Indemnity Co</td> <td>20346</td> </tr> <tr> <td>INSURER B:</td> <td>Federal Insurance Co</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td>XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Pacific Indemnity Co	20346	INSURER B:	Federal Insurance Co	20281	INSURER C:	XL Specialty Insurance Co.	37885	INSURER D:			INSURER E:			INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3577-04-02ECE	12/09/2021	12/09/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		7351-95-54	12/09/2021	12/09/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			79774182	12/09/2021	12/09/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Errors & Omissions			ELU174689-21	05/01/2021	05/01/2022	Occurrence 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Peace River Manasota Regional Water Supply Authority is additional insured for the General Liability & Auto Liability with respect to the insureds operation if required by written contract. 30 days notice of cancellation; 10 days notice of cancellation for non-payment.

CERTIFICATE HOLDER

Peace River Manasota Regional Water Supply Authority
 9415 Town Center Parkway
 Lakewood Ranch, FL 34202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



PUBLI-1

OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vista Insurance Alliance, LLC 6880 46th Ave N, Suite 250 St Petersburg, FL 33709 Julie L Messier	727-490-0887	CONTACT NAME: Julie L Messler PHONE (A/C, No, Ext): 727-490-0887 FAX (A/C, No): 727-499-7149 E-MAIL ADDRESS: jmessler@vistains.com
	INSURER(S) AFFORDING COVERAGE	
INSURER A : RetailFirst Insurance Co		NAIC # 10700
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Public Resource Advisory Group
39 Broadway Ste 1210
New York, NY 10006-3003

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			520-35848	05/18/2021	05/18/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT E
(Contract Holder E-Verify Registration Proof and Affidavit)

Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Consultant employees hired on and after January 1, 2021. Additionally, Consultant shall require all subconsultants performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Consultant must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that Public Resources Advisory Group, Inc (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Public Resources Advisory Group, Inc (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

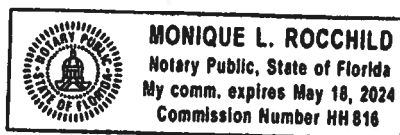
Wendell G. Gaertner 11/18/21
Signature Date

Wendell G. Gaertner
Print Name

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this Nov. 18, 2021 (date) by Wendell G. Gaertner (name of officer or agent, title of officer or agent) of Public Resources Advisory Group, Inc (name of Consultant company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Monique L. Rocchild
Notary Public



Monique L. Rocchild
Name typed, printed or stamped

My Commission Expires: May 18, 2024

E-Verify



Company ID Number: 224380

Approved by:

Employer Public Resources Advisory Group Inc.	
Name (Please Type or Print) William Cobbs	Title
Signature Electronically Signed	Date 06/23/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/23/2009

E-Verify



Company ID Number: 224380

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Public Resources Advisory Group Inc.
Company Facility Address	39 Broadway Suite 1210 New York, NY 10006
Company Alternate Address	
County or Parish	NEW YORK
Employer Identification Number	133266119
North American Industry Classification Systems Code	523
Parent Company	Public Resources Advisory Group Inc.
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 224380

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

NEW YORK

1 site(s)

Company ID Number: 224380

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Brenda Henry
Phone Number (212) 566 - 7800 ext. 277
Fax Number (212) 566 - 7816
Email Address Bhenry@pragny.com

Name Patrice Leonard
Phone Number (212) 566 - 7800 ext. 279
Fax Number (212) 566 - 7816
Email Address Pleonard@pragny.com



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: February 28, 2024

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

RE: Consider Designation of Project Engineer for Proposed Future Unit of Development
Simmons & White

Background

Kolter Homes is under contract to purchase four contiguous parcels of property located next to SR 80 (Southern Boulevard), and just east of the Arden Community. They intend to develop the property into a single family/multifamily development that will include workforce housing. Representatives of Kolter Homes met with Northern Staff on January 24, 2024, to discuss the potential development of a new Unit of Development and Plan of Improvements for their project. On February 2, 2024, Scott Morton, Sr. Vice-President of Planning and Entitlement, requested Northern designate Simmons & White at this time as the Project Engineer for the potential new Unit of Development.

Fiscal Impact

There are no fiscal impacts associated with this designation. Simmons and White is currently under contract to serve as a project and/or consulting engineer to Northern, having been selected through the State of Florida CCNA requirements. Any future engineering work will be subject to the issuance of a Purchase Order and the approval process set forth in the Engineering Standards Manual.

Recommendation

Northern Staff recommends the Board of Supervisors designate Simmons & White as Project Engineer for this potential new Unit of Development.

February 2, 2024

Mr. Danvers Beatty
Executive Director
Northern Palm Beach County Improvement District
359 Hiatt Dr
Palm Beach Gardens, FL

Re: Lakehaven PUD (a.k.a. Fleming Property)

Dan,

The Kolter Group Acquisitions, LLC is the contract purchaser of the real property shown on the attached Exhibit "A". As a follow up to our meeting on January 24, 2024 we respectfully request an item be placed on Northern's Board of Supervisor's February 28th meeting agenda to consider the following.

The engineering firm of Simons and White be designated as Project Engineer for any future work associated with a future Unit of Development formed for the purpose of developing and implementing a Northern plan of improvement benefiting the above referenced property as defined on the attached Exhibit "A".

Thank you and should you or Northern's staff members have any questions, we would be pleased to review them with you at your convenience.

Sincerely



Scott G. Morton
Sr. Vice President of Planning and Entitlement

EXHIBIT "A"

ATTACHMENT A-1

Parcel Control Number(s) and Property Ownership

Parcel ID per Survey	PCN	Owner
Parcel 1A	00404327000003010	Fleming Properties, LLC
Parcel 2	00404322000005000	Fleming Properties, LLC
Parcel Lornco	00404322000007010	Lornco Farms, LLC
Parcel 1B	00404327000001010	Robin Fleming



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: February 28, 2024

FROM: Kenneth E. Roundtree, Director of Operations

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

RE: Unit of Development No. 9B – Abacoa II
Consider Purchase Order No. 24-334 to WGI, Inc.
Engineering Design for Wooden Structure 2 (WS2) Preserve Structure

Background

Northern Palm Beach County Improvement District owns and maintains 12 preserve structures in Abacoa (9A/9B). The structures vary in size and complexity from simple pergolas to observation decks and were constructed within the preserves as part of the original Plan of Improvements work. Due to the age and condition, Northern had seven of the structures inspected by a structural engineer to determine the structural integrity and general condition of the structures. The inspections were completed at the end of Fiscal Year 22/23. WS2 is a structure that was identified during the inspection as one in need of immediate replacement. It is a large, two-story wooden structure with stairs leading up to an observation deck.

Northern Staff requested a proposal from WGI to prepare all construction documents and specifications for the purpose of replacing the entire structure.

Fiscal Impact

This project was not budgeted for the 23/24 Fiscal Year Budget. As a result of the condition of the WS2 structure, Staff is requesting to move forward with the design plans and specifications. Reserve funds are available to fund the design services. Estimated construction expense will be budgeted in the Fiscal Year 24/25 Budget.

Recommendation

Northern Staff recommends Board approval of the referenced Purchase Order No. 24-334 to WGI, Inc. in the amount of \$31,630.00.



February 2, 2024

Eric Vincent
Operations Supervisor
Northern Palm Beach County Improvement District
359 Hiatt Dr.
Palm Beach Gardens, FL 33418

eric@npbcid.org

Re: Abacoa Structures Wood Structure 2 Repair

Dear Eric,

WGI, Inc. (WGI) is pleased to provide this proposal to Northern Palm Beach County Improvement District (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's "Contract Terms and Conditions," which are enclosed and incorporated into this proposal.

PROJECT UNDERSTANDING

A timber framed structure located in the Abacoa Greenway Ecological Park was assessed in July of 2023. The structure identified as "Wooden Structure 2" was found to have components needing repair. Northern has requested WGI to prepare documents for the reconstruction of the platform.

SCOPE OF SERVICES

ENGINEERING SERVICES

I. Structural Engineering Services \$31,630.00

WGI will perform a site visit for verification and measurement of the structural components for drawing production. WGI will provide design drawings for repair of wood structure based on the findings and recommendations from the condition assessment report by WGI dated July 31, 2023. The construction documents will consist of replacement of decking, railing, and structural connections. Deliverables will consist of 60% and 100% Construction Documents and Specifications.

II. Construction Phase Services \$45,895.00

1. General Administration of Contract

WGI will provide services for the administration of the executed contract between Northern and Contractor. This task involves rendering interpretations of the Contract Documents, provide assistance during bidding process, provide responses to the permitting agency's comments, project coordination, and correspondence with Northern.

2. *Pre-bid and pre-construction Meeting*

CONSULTANT shall attend a pre-bid meeting as well as a pre-construction conference with a representative of Northern and Contractor.

3. *Site Meeting*

CONSULTANT shall attend construction progress meetings (up to 3) to be held at the Construction Site. As a minimum, one representative of CONSULTANT will attend the project progress meetings to discuss the project progress. Project meetings will be conducted by the Contractor. Northern's Project Manager shall also be in attendance. Following the meeting, the Contractor will prepare and distribute meeting minutes to Northern and other attendees.

4. *Construction Schedule Review*

CONSULTANT shall review the construction schedule (up of 5 times) and shall provide comments to the Contractor as applicable.

5. *Contractor Applications for Payment*

WGI shall review payment applications (up to 5) in conformance with the Contract Documents submitted in a format acceptable to Northern. WGI shall review the quantities as represented on the pay request and make a recommendation to Northern on how to proceed with the payment request. Such recommendations of payment will be in writing and will constitute WGI's representation to Northern, based on said review, field reports, and site observations that, to the best of WGI's knowledge, information and belief, the work has progressed as suggested, and the quality of such work is generally in accordance with the Contract Documents

6. *Construction Changes Order Review*

WGI shall review work change directives and change orders, during a 120-day construction period. For the purpose of this item, it is assumed that up to four (4) work change directives and four (4) change orders may be prepared during a 120-day construction period.

7. *Construction Observation*

Construction services are highly dependent on the Contractor selected to perform the work. The services indicated below do not anticipate multiple reviews or observations of the same work, scheduled inspections of incomplete sections of the work, or structural design and re-engineering to correct poor construction workmanship. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by the Contractor for work which will be covered such as deck protector or fasteners. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit.

Perform field observations of work progress and provide observation reports to the CLIENT for each field visit (up to 8). Level of effort shall be that required for certification of project completion and conformance with contract documents, plans, and specifications.

8. *Review shop drawings, O&M manuals, test reports, and other relevant submittal data.*

- a. Shop drawings are anticipated to consist of;
 - i. Wood species and grade certifications
 - ii. Wood pressure treatment certifications
 - iii. Composite Lumber/FRP Lumber product specifications
 - iv. Wood connectors, fasteners, and accessories
9. *Review and respond to Contractor Requests for Information*
- a. WGI shall respond to requests for information (RFI's) and issue direction as necessary for clarification and interpretation of the Contract Documents as appropriate to the orderly completion of the work. Up to 10 RFI's are anticipated. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.
10. *Review of Final Record Drawings*
- WGI shall review Record Drawings prepared by the Contractor based on the information and field modification provided during the construction process. Deviations from the Final Design Drawings will be compiled by the Contractor and electronically incorporated onto the drawing files.
11. *Substantial and Final Completion and Certificate of Construction Completion*
- WGI shall conduct a substantial completion walk through and then a final walk through with Northern to determine if the project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled his obligations thereunder. For the purpose of this subtask, Substantial Completion shall be deemed to be the stage in construction of the project where the project can be utilized for the purposes for which it was intended, and where minor items need not be fully completed, but all items that affect the operational integrity and function of the project are capable of continuous use. A punch-list will be prepared for each walk through (substantial and final) for the Project. WGI will verify that all punch-list items have been completed. WGI shall recommend, in writing, final acceptance of the work to Northern. Based upon available information, WGI will verify and certify to Northern that the constructed facilities properly operate and are in general conformance with the Contract Documents.
12. *Project Closeout and Final Submittal Review*
- WGI shall organize and participate in final project reconciliation meetings with Northern and/or the Contractor. WGI shall prepare the closeout documents and coordinate the closeout of the project for the Northern. WGI will review Contractor-provided record drawings and final O&M Manuals. Northern may proceed to make final payment to the Contractor once all closeout items have been received for the Project.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited

- to, the building floor plans; plumbing, utilities, and roof drain plans; environmental assessments; geotechnical reports; and survey (with CAD file);
2. Engineering specifications and details will be included in the construction plans;
 3. Significant site plan modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
 4. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
 5. Coordination and design of proposed electrical, telephone, television, and gas utilities shall be completed by others. WGI will exchange drawings with these utilities for coordination purposes and to incorporate their existing and proposed features into our plans for conflict resolution and informational purposes;
 6. The project will be design and permitted under one phase;
 7. Construction phase shall not exceed nine months;
 8. Services not included: Landscape Architecture, Architectural, Irrigation, Lighting, Title Search, Traffic, Environmental, and Geotechnical.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. AutoCAD and PDF files of proposed site plans/ base maps; and
2. CAD files of existing boundary survey of the subject property.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to Northern Palm Beach County Improvement District. Upon acceptance of this proposal, along with the attached Contract Terms and Conditions and our current Fee Schedule, please sign and return an executed copy to this office. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work. By executing this Proposal, CLIENT expressly agrees to be bound by the Contract Terms and Conditions and the enclosed Fee Schedule. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Contract Terms and Conditions.

Respectfully submitted,
WGI, Inc.


Jeffrey Bergmann, PE
Director, Specialty Structures


Christopher LaForte, PE
Senior Project Manager

CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the state where the project is located. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

Corporate Representative:

Name (Printed)

This Proposal accepted this ____ day of _____, 2024

By _____
Name (Signature)
Northern Palm Beach County Improvement District

Please provide the following billing information:

Name / Company Name

Billing Address

City

State

Zip

Contact Name

Email Address

Phone Number

Fax Number

Enc.: WGI, Inc. Contract Terms and Conditions, Fee Schedule

WGI, INC.
CONTRACT TERMS AND CONDITIONS
JUNE 2020

1. **Performance:** WGI, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.
2. **Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether or not suit is filed. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.
3. **Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's then-current Fee Schedule.
4. **Reimbursable Expenses:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, airfare, per diem, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's then-current Fee Schedule.
5. **Cost Estimates:** Client hereby acknowledges that WGI has no control over the cost of labor or materials, contractors' methods of determining bid prices, or control over competitive bidding, market, or negotiating conditions. Thus, WGI cannot and does not warrant that estimates of probable construction or operating costs prepared or provided by WGI will not vary from actual costs incurred by Client. Client expressly agrees that WGI shall have no liability for any failure of bids or actual construction or operating costs to comply with Client's budget or WGI's cost estimates.
6. **Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.
7. **Indemnification:** Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, except to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, and/or strict liability of WGI.
8. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of financing, loss of business, loss of income, loss of reputation, interest expenses, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
9. **Hazardous Materials:** Unless specifically and expressly set forth in WGI's scope of services under this Agreement, and only to the extent set forth therein, WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of

persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.

10. **LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both Client and WGI, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WGI and its officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of WGI and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the total amount of the fee actually paid to WGI for its Services performed under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

In the event Client is unwilling or unable to limit liability in accordance with the provisions set forth in this section, Client may, upon written request of Client and received by WGI within five days of Client's acceptance hereof, increase the limit of liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on liability. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. In any event, attorney's fees and costs expended by WGI in connection with any claim shall reduce the amount available, and only one such amount will apply to any Project.

If any of the above provisions of this section is/are deemed invalid or unenforceable for any reason, the limit of liability shall not exceed the available policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this section shall inure to the benefit of WGI's officers, directors, partners, employees, shareholders, owners, and subconsultants, which shall be considered third-party beneficiaries for the purposes of this section. The provisions of this section shall survive the termination of this Agreement.

11. **Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.
12. **Events of Default:** Client shall be in default under this Agreement if it (i) fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) fails to observe or perform any other term, condition or covenant under this Agreement, (iii) breaches any warranty or representation made under this Agreement, (iv) dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, (vi) fails to work with WGI in good faith and fair dealing under this Agreement, or (vii) becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.
13. **Suspension of Services:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WGI shall be compensated for Services performed and charges incurred prior to such suspension and, upon resumption of services, WGI shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, WGI shall be entitled to an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WGI may, at its option, terminate this Agreement upon giving notice in writing to Client.
14. **Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CAD files, field data, notes, Digital Data files, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any

means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

If documents are provided to Client, Client's contractor, or Client's other consultants by WGI in electronic media, such as CAD files or other native format, Client agrees that this is solely as a convenience, and may not be relied on in the same manner as the signed, sealed documents; nor are such electronic files represented to be accurate and faithful representations of the signed, sealed documents. WGI makes no representations or warranties regarding the accuracy, completeness, or readability of information contained in electronic media files.

15. **Digital Data Files:** It is expressly understood that CADD and BIM files, and other electronic files ("Digital Data files") are issued only as supplemental information for convenience to the Client, contractor or other authorized user. Digital Data files, like any electronic data, transferred in any manner or translated from the system and format used by WGI to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted, whether inadvertently or otherwise. As a result, WGI makes no representations or warranties, whether expressed or implied, as to the accuracy of any Digital Data files. The accuracy of Digital Data files cannot be warranted or guaranteed, and any such files provided by WGI to Client or any other party will be issued solely as a convenience and courtesy. Digital Data files are not contract documents, and shall not be relied upon, or used for construction or staking. Any use of the information obtained or derived from Digital Data files will be at Client's, or other receiving party's or user's sole risk, and Client hereby waives and releases any and all claims against WGI arising from or relating to the use of or reliance upon Digital Data files. To the extent any differences, discrepancies, or conflicts exist between the Digital Data files and the contract documents, the contract documents shall control.
16. **Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.
17. **Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.
18. **Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.
19. **Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
20. **Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.
21. **Applicable Law and Venue:** Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in Palm Beach County, Florida.
22. **Mediation:** All disputes between the Parties arising out of or relating to this Agreement, with the exception of WGI seeking payment from Client for services rendered, shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.
23. **Statute of Limitations and Repose:** Any applicable statute of limitations or repose shall commence to run and any cause of action shall be deemed to have accrued on the date WGI's drawings are sealed, but in any event not later than the date of substantial completion of the project for which WGI's services are provided.
24. **Force Majeure:** WGI shall not be liable for any damages or delays in rendering its Services arising from acts of God, epidemics, pandemics, quarantine restrictions, strikes, labor disputes, civil unrest or disturbances, acts of terrorism or war, abnormal weather conditions, or any other cause beyond WGI's reasonable control.

25. PURSUANT TO FLORIDA STATUTES § 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

***THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY
FOR ALL PROJECTS INVOLVING CONSTRUCTION-RELATED SERVICES***

26. **Construction Administration:** WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI will provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.
27. **Construction Observation:** WGI, as a representative of the Client, will visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work relating to WGI's scope, (2) to endeavor to advise Client of defects and deficiencies in such work, and (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. WGI shall not be responsible for inspecting the Contractor's work, does not have the right to stop Contractor's work, and shall not be liable for construction defects or deficiencies. WGI's construction observation services shall not relieve Contractor of its responsibility to comply with the contract documents.
28. **General Contractor's Responsibilities for Construction and Jobsite Safety:** Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall remain solely and exclusively responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.
29. **Property Insurance:** Client agrees to procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the project, or until no person or entity other than Client has an insurable interest in the project, whichever is later. This policy shall name WGI as an additional insured. Client further agrees to waive all rights against WGI for damages that are, or could have been, covered by property insurance and such waiver of subrogation shall be effective notwithstanding any duty of indemnity, contractual or otherwise.
30. **Deviations from Contract Documents:** WGI will report to the Client known and observable deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
31. **Certificates for Payment:** WGI will review and certify the amounts due to Contractor and will issue certificates for such amounts. Such certification for payment will constitute a statement to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1)

made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

32. **Rejection of Work:** WGI shall have authority to recommend to Client that it reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to recommend to Client that it require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
33. **Submittals:** WGI will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with the design concept of the project and information provided in the Contract Documents. Contractor is responsible for full compliance with the plans, specifications, and contract documents, dimensions, quantities, and performance requirements to be confirmed and correlated at the jobsite, the furnishing of all items whether or not shown on the submittal, means, methods, and sequence of construction, quantities, coordination of the work of all trades, and related jobsite safety precautions or programs. WGI's action will be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
34. **Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI will specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
35. **Change Orders:** WGI will prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
36. **Submittals and Final Completion:** WGI will conduct observations to determine the date or dates of Substantial Completion and the date of final completion, will receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon a final observation indicating that the Work generally complies with the requirements of the Contract Documents.
37. **Interpretations and Decisions:** Interpretations and decisions of WGI will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI will endeavor to secure faithful performance by both Client and Contractor, will not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

**WGI, INC.
 FEE SCHEDULE*
 EFFECTIVE DATE 10/28/2023**

Hourly Rate	
ENGINEERING SERVICES	
Executive Engineer	\$370.00
Chief Engineer	\$360.00
Principal Engineer	\$335.00
Senior Project Manager	\$320.00
Project Manager	\$250.00
Senior Engineer 2	\$295.00
Senior Engineer 1	\$260.00
Engineer 2	\$230.00
Engineer 1	\$210.00
Senior Engineer Intern	\$160.00
Engineer Intern	\$145.00
Chief Designer	\$200.00
Senior Designer	\$170.00
Designer	\$140.00
Field Engineer	\$210.00
Field Inspector	\$155.00
BIM Designer	\$100.00
SURVEY SERVICES	
Chief Surveyor	\$310.00
Principal Surveyor	\$275.00
Senior Project Manager	\$225.00
Project Manager	\$195.00
Senior Professional Surveyor	\$190.00
Professional Surveyor	\$160.00
Certified Photogrammetrist	\$200.00
Senior Survey Technician	\$150.00
Survey Technician	\$125.00
SUE Technician	\$125.00
Field Technician	\$90.00
Chief Utility Coordinator	\$275.00
Senior Utility Coordinator	\$215.00
Utility Coordinator	\$170.00

Hourly Rate	
SURVEY SERVICES CONTINUED	
1 Person Field Survey Crew	\$125.00
2 Person Field Survey Crew	\$170.00
3 Person Field Survey Crew	\$220.00
4 Person Field Survey Crew	\$270.00
2 Person SUE Crew	\$180.00
3 Person SUE Crew	\$240.00
4 Person SUE Crew	\$290.00
5 Person SUE Crew	\$320.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$350.00
UAS Flight Crew	\$280.00
Fixed Wing Aerial Flight Crew	\$1,150.00
Geospatial Analyst	\$110.00
Geospatial Developer	\$150.00
PLANNING SERVICES	
Executive Planner	\$340.00
Chief Planner	\$280.00
Principal Planner	\$225.00
Senior Project Manager	\$215.00
Project Manager	\$190.00
Senior Planner	\$160.00
Planner	\$120.00
LANDSCAPE ARCHITECTURAL SERVICES	
Chief Landscape Architect	\$300.00
Principal Landscape Architect	\$280.00
Senior Project Manager	\$225.00
Project Manager	\$190.00
Senior Landscape Architect	\$235.00
Landscape Architect	\$200.00
Senior Designer	\$160.00
Designer	\$120.00
Entry Level Designer	\$110.00

Hourly Rate	
ENVIRONMENTAL SERVICES	
Executive Environmental Scientist	\$280.00
Principal Environmental Scientist	\$240.00
Senior Project Manager	\$215.00
Project Manager	\$180.00
Senior Environmental Scientist	\$215.00
Environmental Scientist	\$145.00
Environmental Technician	\$110.00
ARCHITECTURAL SERVICES	
Principal Architect	\$320.00
Senior Project Manager	\$280.00
Project Manager	\$230.00
Senior Architect	\$270.00
Project Architect	\$215.00
Architect	\$180.00
Senior Graduate Architect	\$160.00
Graduate Architect	\$130.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	\$455.00
GIS Technician	\$120.00
Administrative Assistant	\$130.00
Intern	\$85.00
REIMBURSABLE EXPENSES	
Copies, Black & White (each)	\$0.50
Copies, Color (each)	\$1.00
Plots, Black & White (each)	\$2.00
Plots, Color (each)	\$16.00
Mylars (each)	\$74.00
Foam Core Presentation Boards (each)	\$8.00
All Third Party – Party Expenses	Cost Plus 15%

Expenses: In addition to labor, WGI, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

***BE ADVISED THAT THIS FEE SCHEDULE IS SUBJECT TO CHANGE AS ADJUSTED BY WGI, INC. ANNUALLY. YOU WILL BE SUBJECT TO THE THEN CURRENT RATES APPLICABLE AT THE TIME OF SERVICE.**





**Northern Palm Beach County
Improvement District**

Purchase Order
No.

24-334

Purchase Order

Vendor :429

WGI, Inc.

2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
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 02/06/2024
Required Date 02/16/2024
Prepared By ERIC A. VINCENT

Workflow ID 07
Status Board 2 Documents
Description Structural Engineering Services for WS2
in Unit 9B / Abacoa

Change Order 0

Project No

Invoice to Y
follow

Comments : Money will come from reserves- KRR Or preserve structures- had them put this in engineering to properly track engineering money. Will design this year and build early 24/25. Structure is badly in need of repair. KER

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	09B1	53101	Structural Engineering Services for WS2 in Unit 9B / Abacoa	31,630.00	31,630.00

Total : \$31,630.00

Approval Information

SUSAN P. SCHEFF Board 02/07/2024 2:14 PM
CLIFFORD D. BEAT Executive Director 02/07/2024 1:50 PM
KATHLEEN E. ROUN Finance Director 02/07/2024 1:30 PM
KATHLEEN E. ROUN Budget Manager 02/07/2024 1:28 PM
Kimberly A. Leser District Engineer 02/07/2024 12:41 PM
KENNITH R. ROUN Department Manager 02/07/2024 11:23 AM
KENNITH R. ROUN Department Manager 02/07/2024 7:36 AM
ERIC A. VINCENT Requester 02/06/2024 11:33 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.



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: February 28, 2024

FROM: Kenneth W. Edwards, General Counsel

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

RE: Unit of Development No. 11 – PGA National
Consider Cancellation of Recorded Permit No. PER-11-471

Background

In 2020, Northern issued Permit No. PER-11-471 for property lying within its Unit of Development No. 11 (PGA National). In accordance with standard practice, the Permit was then recorded in the Official Records of Palm Beach County, Florida. The Permittee has since been unable to implement the activities authorized in the Permit and has consented to its cancellation. In order to reflect such cancellation in the Official Records, a Notice of Cancellation to do so has been prepared for Board consideration.

Fiscal Impact

Except for the minimal cost of recording the Notice, there is no fiscal impact associated with this item.

Recommendation

General Counsel and Northern Staff recommend that the Board approve the execution and recording of the subject Notice of Cancellation.

From: Erin Forster <erin@forstertemppanels.com>
Sent: Thursday, February 8, 2024 3:03 PM
To: Polly Scherman <polly@npbcid.org>
Cc: Permits <permits@npbcid.org>
Subject: Re: PER 11-471 62 Cayman Place Fence

Yes. Please cancel this permit.

Erin Forster

(561) 351-9858

On Feb 8, 2024, at 2:56 PM, Polly Scherman <polly@npbcid.org> wrote:

Good afternoon, Erin,

Since the work authorized by Permit No. 11-471 was not completed, please confirm that you agree to the cancellation of this permit.

Thank you,

Polly Scherman

Project Coordinator

Northern Palm Beach County Improvement District

[359 Hiatt Drive](#)

[Palm Beach Gardens, FL 33418](#)

(561) 624-7830 Phone

(561) 624-7839 Fax

polly@npbcid.org

https://link.edgepilot.com/s/6a7b56b4/WHs34XHOOk_EtGh6-4ib-Q?u=http://www.npbcid.org/

Confidentiality Note:

The information contained in this transmission is legally privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you receive this communication in error, please notify the sender immediately by telephone call to (561) 624-7830 and delete the message. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Please consider the environment before printing this email.

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
CANCELLATION OF PERMIT NO. PER-11-471**

TO ALL INTERESTED PERSONS, PLEASE BE ADVISED THAT NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HAS CANCELLED ITS PERMIT NO. PER-11-471 THAT WAS RECORDED ON THE 3rd DAY OF SEPTEMBER 2020 IN OFFICIAL RECORD BOOK 31711 PAGE 1845 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Executed this _____ day of _____, 2024.

[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 _____, 2024, 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 57, THE ISLAND, a part of P.G.A. National, a Planned Unit of Development, according to the map or plat thereof as recorded in Plat Book 59, Page 198, Public Records of Palm Beach County Florida.

Parcel Control Number 52-42-42-09-13-000-0570



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: February 28, 2024

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 Bill of Sale, Drainage Easement and Partial Release
PER-16-168

Background

On July 26, 2023, Northern executed an Exchange Agreement with Straight Line Development, Inc. to relocate Northern's existing drainage conveyance system within Lots 2, 3, 12 and 13 westward into Lots 12 and 13 to accommodate their proposed site plan. New equivalent replacement drainage facilities would be installed within a new Drainage Easement and the portion of the existing Drainage Easement bisecting the lots would be released upon satisfaction of the requirements of the Exchange Agreement.

The construction of the "New Drainage Facilities" associated with the Exchange Agreement has been completed and certified by the engineer of record. The attached Bill of Sale conveys these improvements to Northern upon acceptance.

The sketches and descriptions for the Drainage Easement and Partial Release of 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 letters are attached. Keshavarz & Associates, Inc. has also verified that the relocated drainage easement falls within the previously reviewed and approved Drainage Easement.

Fiscal Impact

There are no fiscal impacts relating to the acceptance of the Drainage Easement and Partial Release of Easement. Costs to maintain the relocated drainage facilities should not change from was budgeted for the existing drainage facilities.

Recommendation

The District Engineer recommends acceptance of the attached Bill of Sale and Drainage Easement and approval of the Partial Release of Easement as set out by the Exchange Agreement.

NAME OF PROJECT:

Northern Palm Beach County Improvement District
Unit No. 16
Bill of Sale

**BILL OF SALE
TO
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**

KNOW ALL MEN BY THESE PRESENTS, that Straight Line Development, Inc., whose street address is 1315 N. Jog Road, Suite 101; West Palm Beach, FL 33413, Party of the First Part, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, and other good and valuable consideration, paid to it by Northern Palm Beach County Improvement District, an independent special district of the State of Florida, Party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, transferred and delivered, and by these presents does grant, bargain, sell, convey, transfer and deliver unto the said Second Party, its successors and assigns, the following goods and chattels located in the County of Palm Beach, and the State of Florida to wit:

(See attached Exhibit "A")

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its executors, administrators, successors and assigns forever.

Said Party of the First Part, for itself, its successors and assigns, does hereby covenant to and with the said Party of the Second Part, its successors and assigns, that said Party of the First Part is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Party of the First Part has good right to convey the title of same as aforesaid; and that Party of the First Part will warrant and defend the conveyance of title of the said property, goods and chattels hereby made, unto the said Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

The Party of the First Part further hereby warrants that the goods and chattels described in attached Exhibit "A" are and will be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and further agrees to reimburse the Party of the Second Part in full for any reasonable and necessary replacement or repairs fees and costs (as reasonably determined by the Party of the Second Part), that are incurred due to any such defects during the twelve (12) month warranty period, which replacement or repair fees and costs shall be set out in an invoice from the person or entity performing the replacement or repairs.

IN WITNESS WHEREOF, said Party of the First Part, by and through its undersigned representative, has hereunto set its hands and seal(s) this 11th day of January, 2021

Straight Line Development, Inc.
(Name of First Party)

By: Neal Hassett
Print: Neal Hassett
Title: President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of January, 2021 by Neal Hassett, as President, for Straight Line Development

(Notary Seal)



Notary Public State of Florida

Print/Type Stamp Name

Dawn Marie Thrasher

Personally Known OR Produced Identification

Type of Identification Produced _____

ATTEST:

Accepted by Northern Palm Beach County Improvement District

By: _____
Assistant Secretary

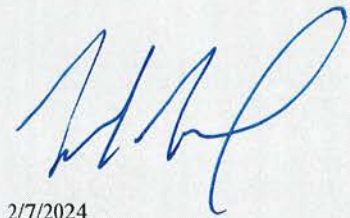
By: _____
Print: _____
Title: _____
Date: _____

[DISTRICT SEAL]

EXHIBIT "A"

[DESCRIPTION OF WORKS AND MATERIALS]

DRAINAGE						
DESCRIPTION	QNTY	UNIT	UNIT PRICE	TOTAL PRICE		
STORM MANHOLE	4	EA	7,500.00	\$30,000.00		
7'D DITCH BOTTOM INLET	1	EA	7,500.00	\$7,500.00		
DITCH BOTTOM INLET TOP ON EXIST. P-7 STRUCTURE	1	EA	6,500.00	\$6,500.00		
36" RCP	125	LF	60.00	\$7,500.00		
42" RCP	484	LF	75.00	\$36,300.00		
TOTAL				\$87,800.00		



2/7/2024

Todd N. McLeod, P.E.
FL License No. 69188
McLeod, McCarthy & Associates, PA
1655 Palm Beach Lakes Blvd, Suite 810
West Palm Beach, FL 33401
P: 561.689.9500



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

June 28, 2023

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

Subject: JustRyt Foods
Unit of Development 16
Per No: 16-168

Dear Mrs. Leser:

Keshavarz & Associates, Inc. reviewed the submitted document associated with the above referenced permit that included a digitally signed and sealed sketch and legal description as follows:

1. The sketch and legal descriptions depicting and describing the proposed Water Management Easement, entitled 21-053 DE SIGNED REVISED 6-8-23.pdf was received by our office via Email from Northern Palm Beach County Improvement District on June 8, 2023.

The above referenced sketch and legal description, being a portion of lots 12 and 13 as shown on the Plat of Palm Beach Park of Commerce, P.I.P.D. – Plat IX, recorded in Plat Book 114, Page 5, Public Records, Palm Beach County, Florida. Pursuant to our review and issuance of a redline markup entitled 21-053 DE COMBINED DS_Printed_Com2.pdf issued on April 28, 2023 all comments related to the review of this easement has been satisfied.

The above referenced sketch and legal description for the Water Management Easement associated with the above referenced project were 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 Water Management Easement area. We will attach the approved sketch and legal to the approval email for reference.

Please advise the petitioner to submit the executed easement agreement with the approved sketch and legal description exhibit to be held until such time all other required documents have been submitted and approved for recordation.

Also, please advise the petitioner to email the corresponding CAD file for the attached approved as required.

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

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (the “Easement”), made this ____ day of _____, 2024, is granted by Straight Line Development, Inc., a Florida corporation, whose address is 1315 N. Jog Road, Suite 101, West Palm Beach , Fl. 33413, (hereinafter referred to as the “Grantor”), to Northern Palm Beach County Improvement District, an independent special district of the State of Florida, 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 owner of that certain parcel of real property described in attached Exhibit “A” (said parcel being hereinafter referred to as the “Property”); and,

WHEREAS, Northern needs the Easement in, over, under and upon the Property for access and stormwater drainage purposes; and

WHEREAS, the Grantor intends by this Easement to grant to Northern a perpetual non-exclusive drainage easement in, over, under and upon the Property for access and stormwater 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 into this Easement and made a part hereof.

2. **DRAINAGE EASEMENT.** The Grantor hereby grants to Northern a perpetual non-exclusive easement in, over, under and upon the Property for: (a) ingress and egress usage, including that for pedestrian, vehicular and equipment purposes and (b) the installation, construction, operation, inspection, maintenance, enlargement, upgrade, repair and/or replacement of stormwater drainage facilities, systems, structures and works, including pipes, culverts and appurtenances.

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

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 title owner, as the case may be, of the Property and any attempt to do so shall be null and void; provided, however, this prohibition shall not apply to an assignment by Northern to any other 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 as to the Property, in which said mortgagees subordinate their respective mortgage interests in the Property 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, other creditors, construction lienors, or holders of any other security interests which encumber the Property that is subject to the easements and authorizations herein.

6. **WARRANTY OF TITLE.** Grantor does hereby fully warrant the fee title to said Property 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 above-described Easement.

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 authorized 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 covenants that run 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 in such format that is subject to recording of Public Record.

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.

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

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 13th day of February, 2024.

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

Kaylee Blank

Witness Signature

Kaylee Blank

Printed Name

Address:

1312 Brampton Cove

Wellington, FL 33414

David Hopper

Witness Signature

David Hopper

Printed Name

Address:

6449 NW Castlebrook Ave

Port Saint Lucie, FL 34983

Straight Line Development, Inc., a Florida corporation

By: Neal Hassett

Print: Neal Hassett

Title: President

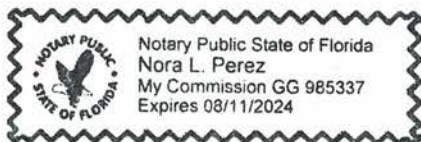
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of February, 2024, by Neal Hassett on behalf of Straight Line Development, Inc.

(Notary Seal)

Nora L. Perez
Notary Public State of Florida

Print/Type/Stamp Name



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 _____, 2024.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

DRAINAGE EASEMENT EXHIBIT A

LEGAL DESCRIPTION:

A 20-FOOT-WIDE STRIP OF LAND BEING A PORTION OF LOTS 12 AND 13, AS SHOWN ON THE PLAT OF PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT IX, RECORDED IN PLAT BOOK 114, PAGES 5 AND 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 12; THENCE ALONG THE NORTH LINE OF SAID LOT 12, SOUTH 53°49'45"EAST, A DISTANCE OF 65.02 FEET TO THE POINT OF BEGINNING OF THE SAID 20 FOOT WIDE STRIP OF LAND ; THENCE DEPARTING SAID NORTH LINE, NORTH 37°02'55" EAST A DISTANCE OF 169.59 FEET; THENCE SOUTH 89°04'19" EAST, A DISTANCE OF 116.23 FEET TO A POINT ON THE SOUTH LINE OF TRACT "C" (WILD LIME CIRCLE), AS SHOWN ON SAID PLAT AND A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 34°27'49" EAST, A CHORD DISTANCE OF 24.53 FEET, AND A CENTRAL ANGLE OF 23°35'39"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.71 FEET; THENCE NORTH 89°04'19" WEST, A DISTANCE OF 120.27 FEET; THENCE SOUTH 37°02'55" WEST, A DISTANCE OF 327.20 FEET; THENCE SOUTH 10° 40' 50" EAST A DISTANCE OF 80.40 FEET TO A POINT ON THE NORTH LINE OF TRACT "B" (PARADISE TREE CIRCLE), AS SHOWN ON SAID PLAT AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 66°48'08" WEST, A CHORD DISTANCE OF 20.49 FEET, AND A CENTRAL ANGLE OF 19°39'36"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.59 FEET; THENCE NORTH 10°40'50" WEST, A DISTANCE OF 93.69 FEET; THENCE NORTH 37°02'55" EAST, A DISTANCE OF 176.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,807 SQUARE FEET, OR 0.248 ACRES, MORE OR LESS.

Gregory T Tucker
2023.06.08 13:26:27 -04'00'

GREGORY T. TUCKER
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No.: 6147

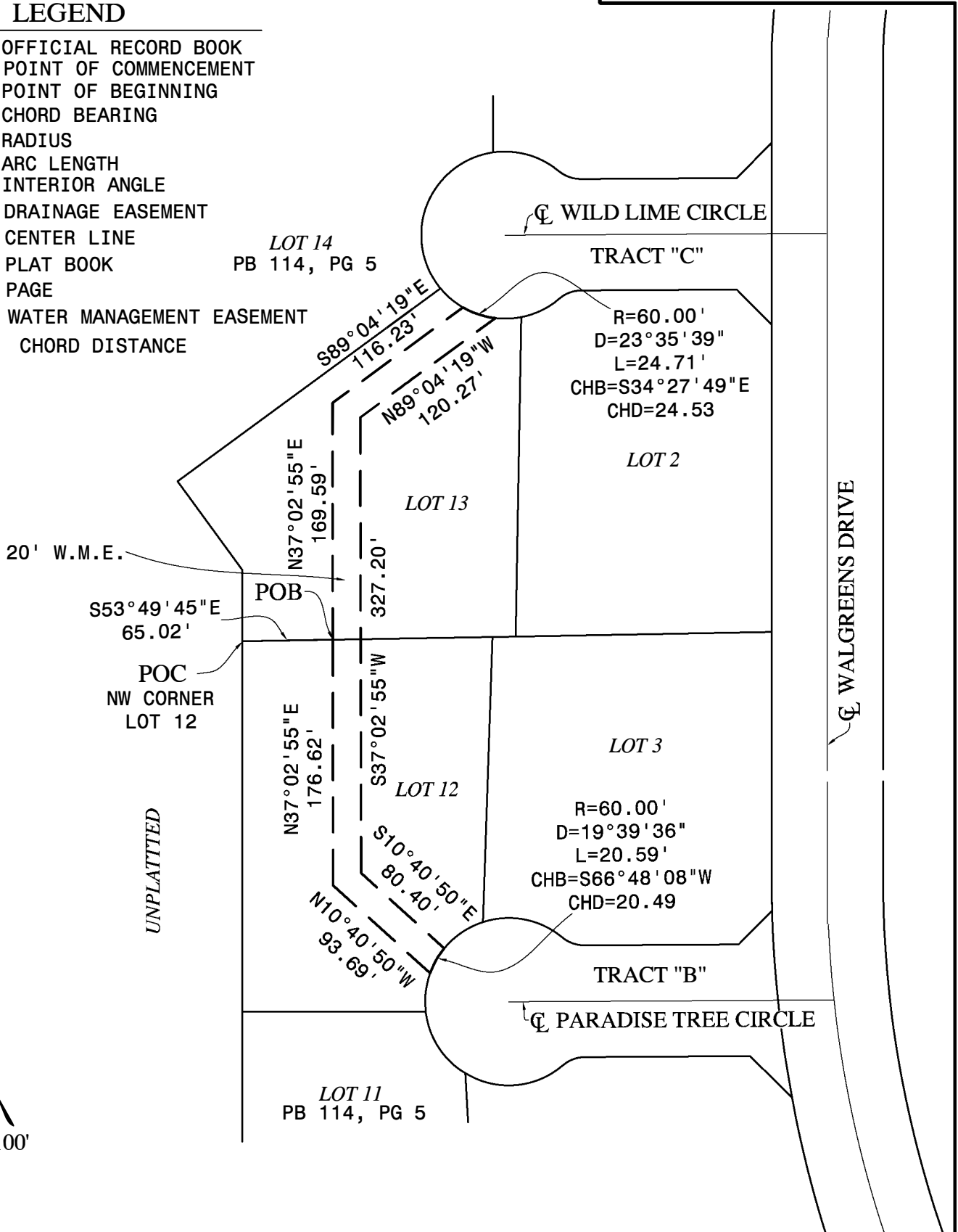
Legacy

Surveying and Mapping, Inc.
1530 CYPRESS DRIVE, UNIT H
JUPITER, FL. 33458
Phone: (561) 746-8424
BUSINESS LICENSE: LB# 8130

DRAINAGE EASEMENT EXHIBIT A

LEGEND

- ORB OFFICIAL RECORD BOOK
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- CHB CHORD BEARING
- R RADIUS
- L ARC LENGTH
- D INTERIOR ANGLE
- D.E. DRAINAGE EASEMENT
- ☉ CENTER LINE
- PB PLAT BOOK
- PG PAGE
- W.M.E. WATER MANAGEMENT EASEMENT
- CHD CHORD DISTANCE





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

February 23, 2023

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

Subject: JustRyt Foods
Unit of Development 16
Per No: 16-168

Dear Mrs. Leser:

Keshavarz & Associates, Inc. reviewed the submitted document associated with the above referenced permit that included a digitally signed and sealed sketch and legal description as follows:

1. Sketch and legal description depicting and describing the proposed abandonment of a portion of the existing 20' and 22' wide drainage easement received on February 3, 2022 via email, affecting a portion of lots 2,3,12 and 13 as shown on the Plat of Palm Beach Park of Commerce, P.I.P.D. – Plat 9, recorded in Plat Book 114, Page 5, Public Records, Palm Beach County, Florida. Pursuant to comments response letter, dated July 29, 2022 all comments related to the review of this easement has been satisfied.

The above referenced sketch and legal description for the requested Abandonment of the Existing Drainage Easement associated with the above referenced project were 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 abandonment area. We will attach the approved sketch, legal and easement agreement to the approval email for reference.

Note: As part of the original submittal received on July 1, 2022 the petitioner also submitted a Water Management Easement (WME) titled "Exhibit B Drainage Easement.pdf". The proposed WME was reviewed and comments related thereto were included in the above referenced comments letter dated July 29, 2022.

Please advise the petitioner to submit the executed easement agreement with the approved sketch and legal description exhibit to be held until such time all other required documents have been submitted and approved for recordation.

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

PARTIAL RELEASE OF EASEMENT
(Unit of Development No. 16)

This Partial Release is given this ____ day of _____, 2024 by Northern Palm Beach County Improvement District, an independent special district of the State of Florida, 359 Hiatt Drive, City of Palm Beach Gardens, County of Palm Beach, State of Florida, 33418.

W I T N E S S E T H:

WHEREAS, a drainage easement was previously granted to Northern Palm Beach County Improvement District in Official Record Book 29261 Page 1050 of Palm Beach County, Florida (the "Drainage Easement"); and

WHEREAS, Straight Line Development, Inc. has satisfied the terms and conditions of the Exchange Agreement dated July 26, 2023 and therefore Northern no longer needs or requires the rights and authorities granted by said Drainage Easement as to that real property described in attached Exhibit "A" (the "Property").

NOW, THEREFORE, the Board of Supervisors of the Northern Palm Beach County Improvement District does by this instrument release the Drainage Easement as to the Property.

PROVIDED, however, nothing herein contained is intended nor shall it be construed to impair, alter or diminish the effect or validity of the Easement as to the remaining real property encumbered by said Easement.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Release of Easement on the day and year first above written.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

[DISTRICT SEAL]

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

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

Witness:

Print Name: _____

Address: _____

Witness:

Print Name: _____

Address: _____

By: _____

Print: _____

Title: _____

ATTEST:

By: _____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of February, 2024 by _____, as _____, 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 _____.

EXHIBIT "A"

(SEE ATTACHED LEGAL DESCRIPTION AND SKETCH)

**DRAINAGE EASEMENT
ABANDONMENT
EXHIBIT "A"**

LEGAL DESCRIPTION:

A PORTION OF THE EXISTING 20 AND 22 FOOT WIDE DRAINAGE EASEMENT, LYING ACROSS PORTIONS OF LOTS 2,3,12 AND 13, AS SHOWN ON THE PLAT OF PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT IX, RECORDED IN PLAT BOOK 114, PAGES 5 AND 6, AND ALSO BEING A PORTION OF THE ABOVE REFERENCED LOTS AS DEPICTED AND DESCRIBED IN OFFICIAL RECORD BOOK 29261, PAGE 1050 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 12; THENCE ALONG THE NORTH LINE OF SAID LOT 12, SOUTH 53°49'45"EAST, A DISTANCE OF 169.67 FEET TO THE POINT OF BEGINNING OF THE 20 FOOT WIDE DRAINAGE EASEMENT; THENCE DEPARTING SAID NORTH LINE, NORTH 39°04'39" EAST A DISTANCE OF 10.01 FEET; THENCE SOUTH 53°49'45" EAST, A DISTANCE OF 15.57 FEET TO THE BEGINNING OF THE 22 FOOT WIDE DRAINAGE EASEMENT; THENCE NORTH 38°07'29" EAST ALONG THE WEST LINE OF SAID 22 FOOT WIDE DRAINAGE EASEMENT, A DISTANCE OF 218.11 FEET TO A POINT ON THE SOUTH LINE OF TRACT "C" (WILD LIME CIRCLE), AS SHOWN ON SAID PLAT AND A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 64°14'55" EAST AND A CENTRAL ANGLE OF 21°38'11"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.66 FEET TO A POINT ON THE EAST LINE OF SAID 22 FOOT DRAINAGE EASEMENT; THENCE SOUTH 38°07'29" WEST ALONG SAID EAST LINE , A DISTANCE OF 242.19 FEET TO THE BEGINNING OF THE 20 FOOT WIDE DRAINAGE EASEMENT; THENCE NORTH 53°49'45" WEST, A DISTANCE OF 17.89 FEET; THENCE SOUTH 39° 04' 39" WEST ALONG THE EAST LINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT, A DISTANCE OF 172.68 FEET; THENCE NORTH 50°55'21" WEST , A DISTANCE OF 20.00 FEET, TO A POINT ON THE WEST LINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE NORTH 39°04'39" EAST, A DISTANCE OF 181.67 FEET TO THE POINT OF BEGINNING. CONTAINING 9,026 SQUARE FEET OR 0.207 ACRES, MORE OR LESS.

**Gregory T
Tucker**

Digitally signed by
Gregory T Tucker
Date: 2022.09.21
12:41:09 -04'00'

GREGORY T. TUCKER
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No.: 6147

Legacy

Surveying and Mapping, Inc.
1530 CYPRESS DRIVE, UNIT H
JUPITER, FL. 33458
Phone: (561) 746-8424
BUSINESS LICENSE: LB# 8130

DRAINAGE EASEMENT ABANDONMENT EXHIBIT "A"

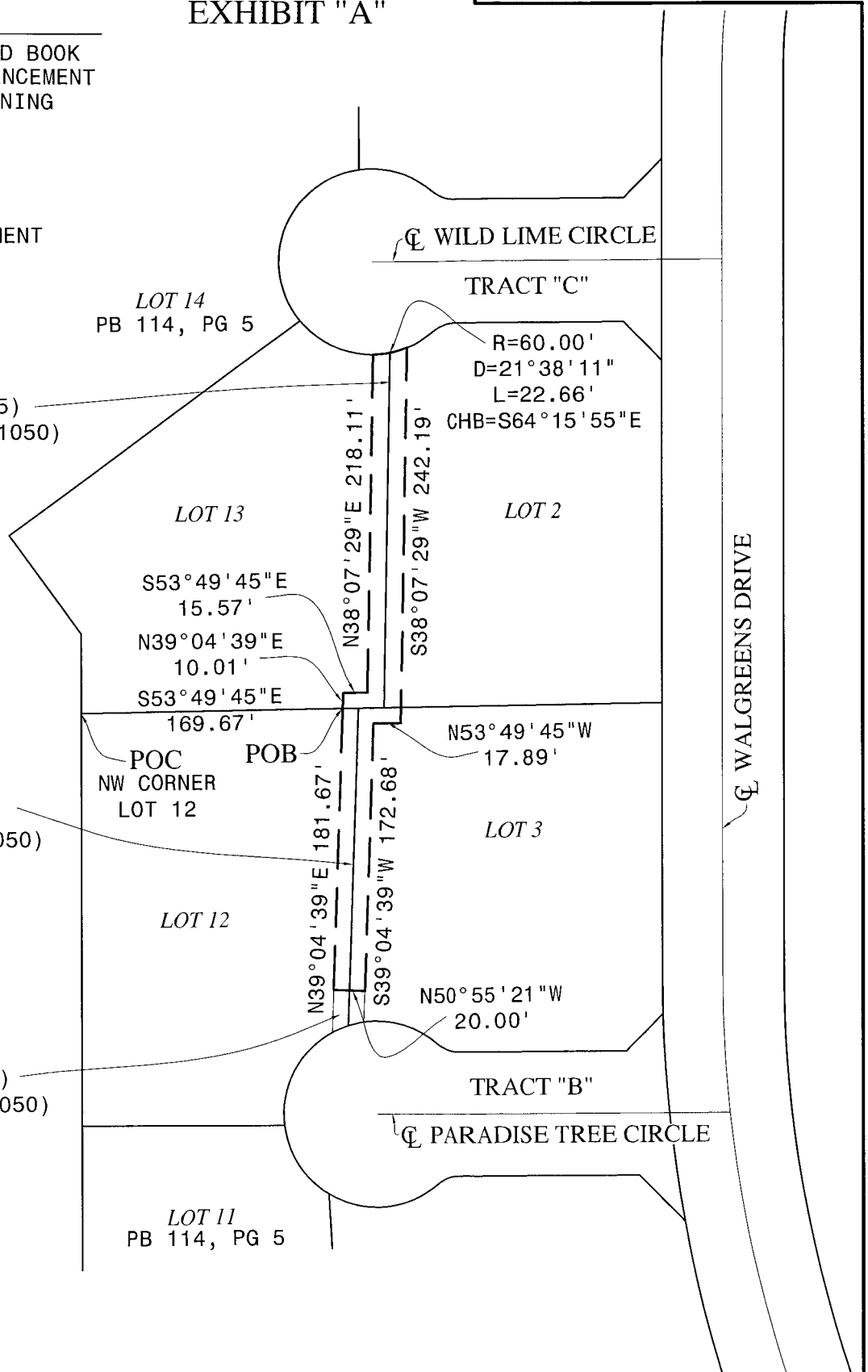
LEGEND

ORB	OFFICIAL RECORD BOOK
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
CHB	CHORD BEARING
R	RADIUS
L	ARC LENGTH
D	INTERIOR ANGLE
D.E.	DRAINAGE EASEMENT
☉	CENTER LINE
PB	PLAT BOOK
PG	PAGE

☉ 22' D.E.
(PB 114, PG 5)
(ORB 29261, PG 1050)

☉ 20' D.E.
(PB 114, PG 5)
(ORB 29261, PG 1050)

☉ 20' D.E.
(PB 114, PG 5)
(ORB 29261, PG 1050)
TO REMAIN





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: February 28, 2024

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-Lot 8GA – PER-16-183

Background

The stormwater management system for the Palm Beach Park of Commerce (PBPOC) includes wetland preservation areas, swales and drainage ditches for storage, water quality and conveyance of stormwater into the PBPOC perimeter canals and ultimately offsite through the Caloosa system to the SFWMD C-18 Canal. The PBPOC drainage ditches provide stormwater conveyance from Northern roadways and adjacent parcels to the perimeter canals. The design and permitting of PBPOC-Lot 8GA – PER-16-183, 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 drainage ditch and Canal Tract 1. The sketch and description for the Water Management Maintenance 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 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

January 11, 2024

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

Subject: Palm Beach Park of Commerce, P.I.P.D. Plat No. 1
Unit of Development 16
Permit No: 16-183

Dear Mrs. Leser:

Keshavarz & Associates, Inc. reviewed the submitted documents associated with the above referenced permit to include a pdf copy, digitally signed and sealed, and AutoCAD drawing file of:

1. A sketch and legal description depicting and describing the proposed Water Management Maintenance Easement (W.M.M.E.) titled 9877 WMME5_DS.pdf and 9877 WMME5.dwg, received on January 10, 2024 via email, as resubmitted in response to comments as issued to the petitioner's surveyor on January 10, 2024. The W.M.M.E. being a 15.0-foot-wide strip of land lying within Lot 8G, Palm Beach Park of Commerce, P.I.P.D.-Plat No. 1.

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 descriptions as describing the requested easement areas. We will attach the approved sketch, legal and easement agreement to the approval email for reference.

Please advise the petitioner to submit the executed easement agreement with the approved sketch and legal description exhibit to be held until such time all other required documents have been submitted and approved for recordation. Upon final approval by Northern Palm Beach County Improvement District's Board of Supervisors, Northern shall execute the easement agreement and record into public record. 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 _____, 202_ and is being granted by Interval Holdings LLC, a Florida Limited Liability Company, whose street address is 4105 Burns Road, Palm Beach Gardens, Florida 33410, (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 “Stormwater 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 Stormwater 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 19 day of January, 2024

Signed, Sealed and Delivered
subscribing witnesses:

Interval Holding LLC

Sachyn Zibon
Witness
Sachyn Zibon

By: [Signature]
Print: JAMES F. CARPENTER, JR
Title: VP

Printed Name
Address:
4105 Burnside
PBC FL. 33410

Gale Nelson
Witness
Gale Nelson

Printed Name
Address:
4105 Burnside Rd
PBC FL. 33410

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of January, 2024 by James Carpenter Jr., as VP, for Interval Holdings.

(Notary Seal)

Gale Nelson
Notary Public State of Florida
Gale Nelson
Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced FLD+



GALEANN NELSON
Commission # HH 078954
Expires May 8, 2025
Bonded Thru Budget Notary Services

ACCEPTANCE

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 _____, 202_.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

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 _____, 202_, by _____, as _____, for Northern Palm Beach County Improvement District.

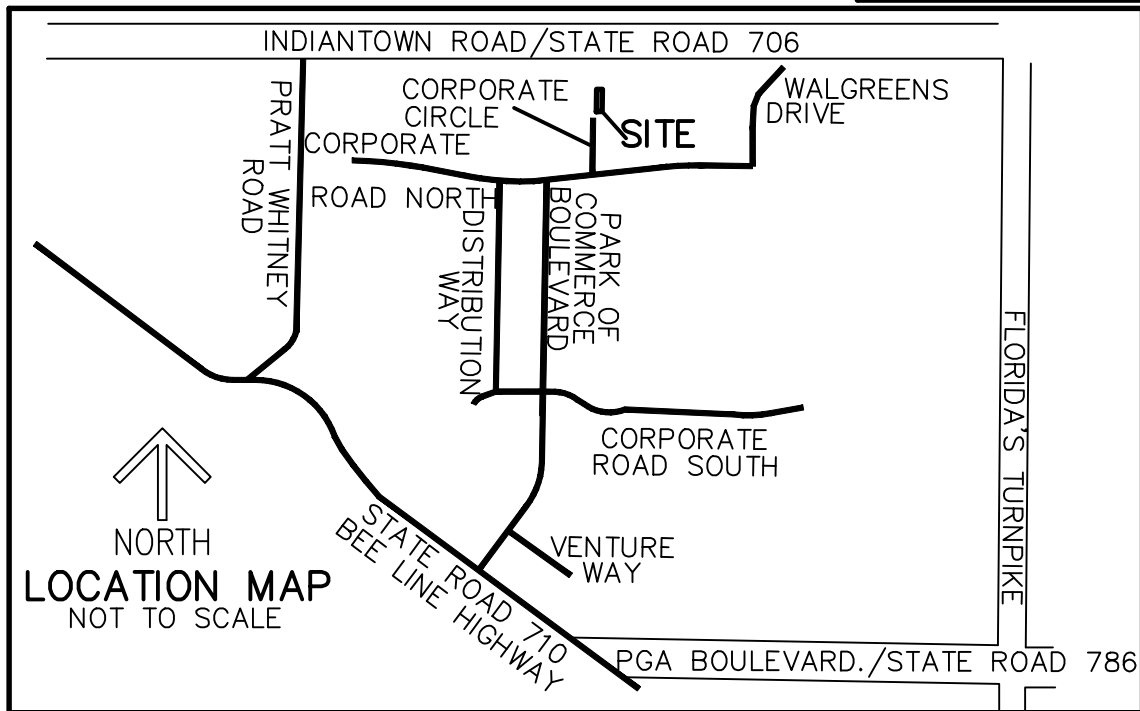
(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

EXHIBIT "A"



LEGEND/ABBREVIATIONS

- ☉ – CENTERLINE
- FPL – FLORIDA POWER & LIGHT COMPANY
- LB – LICENSED BUSINESS
- N.P.B.C.I.D.–NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
- N.P.B.C.I.D.W.M.M.E.–NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT WATER MANAGEMENT MAINTENANCE EASEMENT
- N.P.B.C.I.D.W.M.E.–NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT WATER MANAGEMENT EASEMENT
- O.R.B. – OFFICIAL RECORD BOOK
- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCEMENT

NOTES:


1. REPRODUCTIONS OF THIS SKETCH OF DESCRIPTION ARE NOT VALID WITHOUT A SIGNED SEALED OR VERIFIABLE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S89°08'22"E ALONG THE NORTH LINE OF LOT 8G, PALM BEACH PARK OF COMMERCE, P.I.P.D. PLAT NO.1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGES 172–176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT)
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. ADDITIONS OR DELETIONS TO SURVEY SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 10, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF 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 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 3

CAULFIELD & WHEELER, INC.

 CIVIL ENGINEERING – LAND SURVEYING
 7900 GLADES ROAD – SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

Digitally signed by David Lindley
 Date: 2024.01.10 10:05:35 -05'00'
 Adobe Acrobat version: 2017.011.30142



DAVID P. LINDLEY
 REGISTERED LAND SURVEYOR NO. 5005
 STATE OF FLORIDA
 L.B. 3591

DATE	1/10/2024
DRAWN BY	dpl
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	9877 WMME

PALM BEACH PARK OF COMMERCE PLAT 1 LOT 8G
 NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
 WATER MANAGEMENT MAINTENANCE EASEMENT

DESCRIPTION:

A 15.0 FOOT WIDE STRIP OF LAND SITUATE IN 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF LOT 8G, AS SHOWN ON "PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1", AS RECORDED IN PLAT BOOK 56 AT PAGES 172 THROUGH 176, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8G; THENCE SOUTH 89°07'26" EAST ALONG THE NORTH LINE OF SAID LOT 8G, A DISTANCE OF 20.00 FEET TO THE EAST LINE OF A 20.00 FOOT WIDE DRAINAGE EASEMENT, AS SHOWN ON SAID PLAT AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°08'22" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.00 FEET TO A POINT ON A LINE, PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID 20.00 FOOT WIDE DRAINAGE EASEMENT; THENCE SOUTH 00°52'34" WEST ALONG THE SAID PARALLEL LINE, A DISTANCE OF 240.69 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 8G AND THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 30°52'34" WEST, A RADIAL DISTANCE OF 70.00 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTH LINE AND THE ARC, THROUGH A CENTRAL ANGLE OF 13°23'54", A DISTANCE OF 16.37 FEET; THENCE ALONG AFORESAID EAST LINE OF SAID DRAINAGE EASEMENT AND ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 00°52'34" EAST, A DISTANCE OF 234.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,557 SQUARE FEET OR 0.0816 ACRES, MORE OR LESS.



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING – LAND SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	1/10/2024
DRAWN BY	dpl
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	9877 WMME

PALM BEACH PARK OF COMMERCE PLAT 1 LOT 8G
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT MAINTENANCE EASEMENT

EXHIBIT "A"

**CANAL TRACT 1
PALM BEACH PARK OF COMMERCE,
P.I.P.D. PLAT NO. 1
(PLAT BOOK 56, PAGES 172-176)**

POINT OF COMMENCEMENT

NW CORNER
LOT 8G

NORTH LINE
LOT 8G

S89°07'26"E
20.00'

POINT OF BEGINNING

S89°08'22"E
15.00'

PARCEL A
**PALM BEACH PARK OF
COMMERCE, P.I.P.D.
-PLAT 30**
(PLAT BOOK 134, PAGE 5)

20' DRAINAGE EASEMENT
(PLAT BOOK 56, PAGES 172-176)

N00°52'34"E 234.22'

S00°52'34"W 240.69'

PARCEL 8G
**P.I.P.D. PLAT
NO. 1 PALM
BEACH PARK
OF COMMERCE,**
(PLAT BOOK 56,
PAGES 172-176)

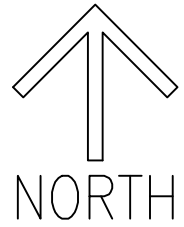
EAST LINE
20'
DRAINAGE
EASEMENT

R=70.00'
Δ=13°23'54"
L=16.37'

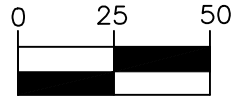
SOUTH LINE
LOT 8G

RADIAL
S30°52'34"W

CORPORATE CIRCLE
PUBLIC RIGHT-OF-WAY
(PLAT BOOK 56, PAGES 172-176)



GRAPHIC SCALE
(IN FEET)



1 INCH = 50 FEET

SHEET 3 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

PALM BEACH PARK OF COMMERCE PLAT 1 LOT 8G
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT MAINTENANCE EASEMENT

DATE 1/10/2024

DRAWN BY dpl

F.B./ PG. NONE

SCALE 1"=60'

JOB NO.9877 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

BankFlorida (the "Mortgagee") hereby certifies that it is the owner of that mortgage recorded in O.R. Book 34407 at Page 1785 of the Public Records of Palm Beach County, Florida (the "Mortgage"), that encumbers some or all of the real property subject to and described in the attached Water Management Maintenance Easement.

The Mortgagee hereby consents to the terms, provisions, and execution by the therein named Grantor of the attached Water Management Maintenance Easement in, over, under and upon the real property described therein.

The Mortgagee hereby agrees that its Mortgage, Mortgage note and any amendments thereto, shall be subject to the attached Water Management Maintenance Easement and that the lien and operation of the Mortgage and Mortgage note are subordinate to said Water Management Maintenance Agreement, including the terms and provisions contained therein.

IN WITNESS WHEREOF, the Mortgagee has on this 1st day of February, 2024 caused these presents to be signed by its undersigned authorized officer and its corporate seal to be affixed hereon.

ATTEST:

By: *Gale Nelson*
Print: Gale Nelson
Title: Notary Public - Florida

BANKFLORIDA

By: *Tal Taylor*
Print: Tal Taylor
Title: VP Comm Lender



GALE ANN NELSON
Commission # HH 078954
Expires May 8, 2025
Bonded Thru Budget Notary Services



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: February 28, 2024

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

RE: Unit of Development No. 20 – Juno Isles
Consider Termination of Multi-Party Agreement
The Preserve at Juno Beach

Background

In 2013, The Preserve at Juno Beach was approved for development. As part of the project, the developer requested a drainage connection into Northern's Juno Isles system for stormwater discharge. In addition, and as a requirement of the South Florida Water Management District (SFWMD), The Preserve is required to provide water quality treatment and quantity control prior to stormwater discharge into the Juno Isles system. The developer elected to utilize an exfiltration trench system to satisfy this requirement. SFWMD requires that all exfiltration systems that satisfy this requirement be maintained by a government entity. The developer and the Town of Juno Beach requested that Northern provide the maintenance services for the exfiltration system in accordance with the attached agreements, executed in June of 2013 (Multi-Party Agreement) and June of 2014 (Assignment and Assumption). In addition, access rights were granted to Northern through the means of an ingress/egress easement dedicated to Northern and identified on the attached recorded Plat for The Preserve (Plat). The developer paid the maintenance fee to Northern in accordance with the agreement until the Preserve was transferred to the Homeowners Association (HOA). The HOA is currently responsible for the maintenance cost, and the residents are assessed through their HOA dues.

Northern provides aquatic maintenance services to the lake within Juno Isles as well as the outfalls from East and West Hemingway Drive, which The Preserve development benefits from. In an effort to improve maintenance access to the lake, Northern representatives discussed with The Preserve HOA Board Members the concept of a stabilized bank/ramp located at the west end of East Hemingway Drive, which would cross a small portion of HOA property. After a number of discussions and emails, the HOA declined to approve the requested maintenance access (see attached email).

During the process to determine the feasibility of a stabilized bank/ramp, Northern Staff and contractors were approached several times and questioned about their right to be on the site. Even after informing the resident of Northern's right and responsibility, they were questioned as well as the contractors hired by Northern. Several phone calls and emails were exchanged with an HOA Board Member and legal counsel was asked to intervene. Since there is another governmental entity that can assume the maintenance responsibilities of the exfiltration system, Northern Staff and legal counsel believe that it is in Northern's best interest to terminate the 2013 Multi-Party Agreement.

Fiscal Impact

If the Multi-Party Agreement is terminated, it requires that Northern provide 180 days of advance written notice of such intention to terminate to the other parties to the Agreement following which The Preserve at Juno Beach will no longer be billed by Northern for maintenance of their exfiltration system and reserve funds collected for the exfiltration trench per the Agreement currently on hand will be transferred to the Town of Juno Beach, in accordance with the termination clause within the Multi-Party Agreement. The Preserve at Juno Beach will continue to be assessed for their drainage connection to the Juno Isles stormwater management system.

Recommendation

Northern Staff recommends the Board of Supervisors terminate the Multi-Party Agreement.

AGREEMENT
BETWEEN THE TOWN OF JUNO BEACH,
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, THE PRESERVE AT
JUNO BEACH HOMEOWNER'S ASSOCIATION, INC. AND TOLL FL VI LP

This Agreement (the "Agreement") shall be effective as of the 26th day of June, 2013 (the "Effective Date") and is being entered into by and between the Town of Juno Beach, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), Northern Palm Beach County Improvement District, an independent special district of the State of Florida, (hereinafter referred to as "Northern"), the Preserve at Juno Beach Homeowner's Association, Inc., a not-for-profit corporation of the State of Florida, (hereinafter referred to as the "Association") and Toll FL VI LP, a Florida limited partnership, (hereinafter referred to as "Toll"). Said entities may also be individually referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H

WHEREAS, it is the intent of the Parties to set forth in this Agreement their understandings, obligations and covenants regarding the funding, design, permitting, installation, operation, maintenance, repair, upgrade and/or replacement of the hereinafter described exfiltration system (the "Exfiltration System") which is intended to provide stormwater drainage for the benefit of the residents and homeowners of a future residential development that is currently referred to as the Preserve at Juno Beach; and

WHEREAS, Toll is the master developer of the Preserve at Juno Beach and shall be solely responsible for the design, permitting, installation and construction of the Exfiltration System, as well as the funding and payment for such activity; and

WHEREAS, the Exfiltration System shall be installed within a hereinafter described area (the "Exfiltration Area") which Exfiltration Area will be owned in fee simple absolute by the Association and encumbered by the hereinafter described easement (the "Easement") granted in favor of the Town; and

WHEREAS, it is intended that upon the issuance by Toll's design engineer of the written certification of final completion of the Exfiltration System that Toll will thereupon promptly, if it has not done so already and at no cost or expense to any of the other Parties, convey fee simple absolute title of the Exfiltration Area to the Association, grant and deliver the Easement to the Town and convey ownership of the Exfiltration System to the Town by means of a Bill of Sale Absolute; and

WHEREAS, once fee simple absolute title to the Exfiltration Area has been conveyed to the Association and the grant or dedication by the Plat, as hereinafter defined, and delivery of the Easement and Bill of Sale Absolute to and their acceptance by the Town accomplished, the South Florida Water Management District Permit No. 50-09195-P authorizing the Exfiltration

System shall be transferred from construction to operation and the Town identified as the operator of the Exfiltration System; and

WHEREAS, Northern has developed the operational and managerial expertise expected to be needed in order to operate and maintain the Exfiltration System; and

WHEREAS, the Town, Association and Toll desire to obtain the benefit of Northern's expertise for the operation and maintenance of the Exfiltration System; and

WHEREAS, Northern is willing to provide its operational and managerial services for the Exfiltration System pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, once the Association is the fee simple absolute owner of the Exfiltration Area within which the Exfiltration System has or is to be installed, and in its capacity as an authorized representative of its members who will be the primary beneficiaries of the Exfiltration System, the Association shall thereupon be responsible for payment to Northern, on an annual fiscal year basis, of an Annual Maintenance Fee, as hereinafter defined for Northern's provision of operation and maintenance services for the Exfiltration System.

NOW, THEREFORE, the Parties for and in consideration of the mutual benefits, understandings, conditions and covenants set forth herein, do enter into this Agreement and represent, covenant and agree with each other as follows:

SECTION 1. RECITALS. The Parties do hereby acknowledge and agree that the above Recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. PURPOSE. The primary purpose of this Agreement is to identify the duties and obligations of each Party regarding the funding, design, permitting, installation, operation, inspection, maintenance, repair, upgrade, expansion, reconstruction and/or replacement of the Exfiltration System.

SECTION 3. DEFINITIONS. The following words or phrases are for the purpose of this Agreement defined as follows:

(A) Cost of Construction. The phrase "Cost of Construction" shall mean all out-of-pocket costs and expenses of whatsoever nature as may be required for the design, surveying, permitting, implementation, installation and construction of the Exfiltration System, including by way of example but not limitation: administrative, legal, engineering, surveying and all other required professional/consultant fees, costs and expenses; advertisement and publication costs; photocopy, telecopy, computer and telephone costs and expenses; payments to professionals, contractors, subcontractors, supplies, materialmen and/or laborers involved in the design, permitting, surveying, implementation, installation and/or construction of the Exfiltration System; change orders to contracts or delay claims; governmental entity and agency permit/license applications, fees, permits and inspections; litigation costs, including appellate,

arbitration and/or mediation plus professional consultation relating thereto or as witnesses, and/or penalties or fines.

(B) Easement. The Easement is that instrument which shall be granted in favor of the Town either by a dedication on the Plat or by separate written instrument which contains language substantially similar to that set forth in attached Exhibit "A" and shall encumber the Exfiltration Area.

(C) Exfiltration Area. The Exfiltration Area shall, at a minimum, encompass that real property which is to be described in the Plat in accordance with the format set forth in attached Exhibit "B".

(D) Exfiltration System. The Exfiltration System shall be comprised of those works, facilities and components generally described in attached Exhibit "C" and as may be more specifically identified and specified in the permit issued by the Town for its installation and construction.

(E) Bill of Sale Absolute. The Bill of Sale Absolute shall be that properly signed and completed instrument that conforms in all material respects to the form that is affixed hereto and identified as Exhibit "D", and results in conveyance to the Town of ownership, without encumbrances, of the Exfiltration System.

(F) Maintenance Services. The Maintenance Services to be provided by Northern shall be those generally described in attached Exhibit "E".

SECTION 4. CONDITIONS PRECEDENT. The duties and obligations of the Town, Northern and Association under this Agreement are specifically conditioned upon and subject to: (A) Toll's strict compliance with and timely satisfaction of each of its duties and obligations under this Agreement, (B) the timely and coordinated installation of the Exfiltration System in conjunction with the development and buildout of the Preserve at Juno Beach, with final completion of the Exfiltration System to be achieved on or before ten (10) years (the "Completion Date") from the Effective Date of this Agreement. However, if the Preserve at Juno Beach development has not achieved buildout and the related components of the Exfiltration System not achieved final completion by such Completion Date, the Completion Date shall be automatically extended on an annual one (1) year basis unless terminated pursuant to Section 14 of this Agreement, (C) the recording in the Public Records of the Declaration of Covenants, Conditions and Restrictions, as hereinafter defined, and the plat in accordance with and pursuant to the requirements of Section 5(D) of this Agreement, and (d) execution of this Agreement by all of the Parties on or before May 30, 2014. If the conditions set forth in the above subparagraphs (B), (C) or (D) are not timely and properly satisfied, this Agreement shall automatically terminate and be of no further force or effect.

SECTION 5. TOLL DUTIES AND OBLIGATIONS. Toll does hereby agree to the following duties and obligations:

(A) Provision of the Exfiltration System's design plans at 60%, 90% and 100% of design phase completion to the Town and Northern for review and approval in accordance with said governmental entities' respective submittal procedures and practices; provided, however, if there is a conflict between such entities' practices and procedures, those of the Town shall prevail.

(B) Concurrent with each such design plan phase submittal, Toll shall furnish the Town and Northern with a copy of its engineer of record's current estimate of the Exfiltration System's probable Cost of Construction.

(C) The obtaining of all governmental and agency permits required for: (i) the installation and operation of the Exfiltration System and (ii) the Exfiltration System's legal positive outfall connection into and through a downstream surface water management outfall system.

(D) The recording in the Public Record of: (i) a Declaration of Covenants, Conditions and Restrictions (the "Declaration of Covenants, Conditions and Restrictions") and (ii) a Plat of the Preserve at Juno Beach (the "Plat") that encompass and are applicable to all of the lands contained within the Preserve at Juno Beach, which Declaration and Plat must be in form and content acceptable to the Town and Northern. The Declaration of Covenants, Conditions and Restrictions must be recorded in the Official Records of Palm Beach County prior to final completion of the Exfiltration System and proof of such recording provided to all of the Parties by means of delivery of a true and correct copy of both the recorded Declaration of Covenants, Conditions and Restrictions and the Plat.

(E) Each consultant or contractor engaged by or on behalf of Toll for the installation and construction of the Exfiltration Facilities must comply with the following: (i) provision to the Town, Northern and Association of certificates of insurance reflecting the insurance coverages described in attached Exhibit "F", (ii) provision of an indemnification and hold harmless in favor of the Town, Northern and Association, including their respective officers, employees, agents and consultants from and against any and all claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the Town, Northern or Association, including any of their respective officers, employees, agents and consultants may or could sustain as a result, either directly or indirectly, from a claim or litigation that may arise out of or that relates to any alleged act or omission by the consultant or contractor or their respective officers, employees, agents, materialmen and/or subcontractors that pertains to or relates to the design, installation and construction of the Exfiltration System.

(F) Upon final completion of the Exfiltration System, to promptly and at no cost to the other Parties effectuate the: (i) delivery to the Town and Northern of true and correct originals of the engineer of record's executed and sealed certification of final completion of the Exfiltration System, plus provision of a copy thereof to the Association, (ii) provision to the Town and Northern of "as built" record drawings of the Exfiltration System in accordance with said entities respective standards and procedures, which submittal must include a complete set of plans, accurate and detailed record drawings and a digital copy of the record drawings on an appropriate computer format to that used by each of said governmental entities, (iii) within sixty

(60) days following the date of the engineer of record's certification of final completion of the Exfiltration System, the provision to the Town and Northern of a complete and detailed final itemized unit price tabulation of the Cost of Construction of the Exfiltration System, (iv) conveyance and delivery to the Town by means of the Bill of Sale Absolute, of all right, title and interests in the Exfiltration System, (v) conveyance in fee simple absolute of the Exfiltration Area to the Association, (vi) grant by separate instrument or dedication by the Plat of the Easement to the Town, (vii) provision of a written two (2) year warranty and guarantee in favor of the Town and Northern that the Exfiltration System was designed and installed as permitted and will not be defective in construction or materials and (viii) delivery of notification to the South Florida Water Management District of the Exfiltration System's completion of construction and commencement of operation status, which notification must identify the Town as the operator of the Exfiltration System and reflect the Town's acceptance of such designation.

SECTION 6. TOWN DUTIES AND OBLIGATIONS. The Town's duties and obligations under this Agreement are as follows:

(A) It agrees to promptly and timely review and provide comment on all permit applications submitted by or on behalf of Toll relating to the design, installation and construction of the Exfiltration System, plus timely issue the requested permit(s) and authorization(s) once all conditions precedent for same are completed and acceptable to the Town pursuant to its standard practices and procedures.

(B) It agrees to promptly review and provide comment on record drawings of the Exfiltration System as and when they are submitted in accordance with the Town's standards and procedures.

(C) It agrees to timely review, provide comment upon and accept either the dedication by the Plat of the Easement in favor of the Town or if granted by separate written instrument, in such written and recordable form that satisfies and complies with this Agreement and the Town's standards, rules and procedures.

(D) It agrees to the prompt and timely acceptance of a properly completed and executed Bill of Sale Absolute from Toll for the Exfiltration System once the Exfiltration System is approved as complete by the Town in accordance with its standards, rules and procedures.

(E) To provide a notice to proceed to Northern for its provision of Maintenance Services once the above documentation listed in this Section has been received and approved.

(F) To allow Northern, including its officers, staff, agents, consultants, contractors, subcontractors, materialmen and laborers continued and unobstructed access to the Exfiltration System for its provision of the herein specified Maintenance Services.

SECTION 7. NORTHERN DUTIES AND OBLIGATIONS. Northern by and through its officers, staff, agents, consultants, contractors, subcontractors, materialmen and laborers, shall provide Maintenance Services for the Exfiltration System subject to and in accordance with the following:

(A) Northern's obligation to provide the Maintenance Services shall not begin until thirty (30) days have elapsed following satisfaction of its: (i) receipt of the Toll engineer of record's executed and sealed certificate of final completion of the Exfiltration System, (ii) receipt of "as-built" record drawings for the Exfiltration System that have been prepared and submitted in accordance with Northern's standard practices and procedures, plus approved in final form by the Town, (iii) receipt of confirmation that the Town has received and accepted the Bill of Sale Absolute for the Exfiltration System, (iv) receipt of proof of recording in the Public Record of the Declaration of Covenants, Conditions and Restrictions, the Plat and a deed or dedication in the Plat that conveys marketable record fee simple absolute title of the Exfiltration Area to the Association, (v) receipt of proof of the grant or dedication by the Plat of the Easement to the Town and its acceptance, (vi) receipt of a written notice to proceed from the Town for Northern's commencement of provision of Maintenance Services and (vii) receipt of the initial payment from the Association of the hereinafter defined Annual Maintenance Fee, as prorated from the Town's requested notice to proceed through September 30 of the subject initial fiscal year.

(B) The Maintenance Services shall be provided by Northern in a competent and professional manner using qualified and experienced employees, consultants or contractors, with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Exfiltration System is properly maintained and continues to function in accordance with its intended purpose and its applicable operational permits. In addition, the maintenance intervals and the time periods within which maintenance tasks are performed by Northern shall be flexible and may be adjusted periodically according to weather conditions and the physical conditions and operational characteristics of the Exfiltration System.

(C) Northern shall provide on behalf of the Town such future design, permitting, installation and construction services as may be necessary to expand, reconstruct, upgrade or replace the Exfiltration System for the purpose of continuing its ability to function in accordance with its intended purpose, provided that prior to commencement of such activity Northern has in its possession lawfully available funds in an amount equal to 125% of the estimated cost of such design, permitting, installation and construction with said funding to be provided by the Association.

(D) In the event the Exfiltration System is damaged as a result of one or more acts of force majeure or otherwise, and the funds in the hereinafter defined Reserve Account do not equal or exceed 125% of the estimated cost of any design, permitting, repair, replacement, installation, construction or other remedial costs and expenses that may reasonably be expected to be incurred in order to properly repair or replace the damaged Exfiltration System, Northern shall give written notice to the Association and Town of the deficiency amount and request that the Association promptly pay such shortfall to Northern (said shortfall is hereinafter referred to as the "Reserve Account Shortfall"). It being understood that until such Reserve Account Shortfall is paid by the Association to Northern, Northern shall have no obligation of any nature whatsoever to commence any design, permitting, repair, replacement, construction or remedial activities as to the Exfiltration System and its provision of Maintenance Services suspended to the extent the damage interferes or prevents such provision of Maintenance Services.

SECTION 8. ASSOCIATION DUTIES AND OBLIGATIONS. The Association hereby agrees to the following duties and obligations:

(A) It shall accept fee absolute simple title ownership of the Exfiltration Area subject to the encumbrance of the Easement in favor of the Town. It being understood that such acceptance of fee simple absolute ownership is a condition precedent to Northern's provision of any Maintenance Services for the Exfiltration System.

(B) Once the Association has received: (i) fee simple absolute ownership of the Exfiltration Area, (ii) a copy of the signed and sealed engineer of record certification of final completion of the Exfiltration System and (iii) an invoice from Northern for the initial Annual Maintenance Fee in the amount previously agreed upon for payment by the Association, the Association shall thereupon and within ten (10) business days of receipt of Northern's invoice, pay same to Northern.

(C) It shall pay Northern its Annual Maintenance Fee in accordance with the Annual Maintenance Fee calculation and payment methodology set forth in following Section 9.

(D) It accepts its obligation to pay pursuant to Section 7(C) and 7(D) and shall promptly pay Northern the Reserve Account Shortfall specified in any written Northern invoice delivered to it within ninety (90) days from its receipt of said Reserve Account Shortfall invoice.

SECTION 9. ANNUAL MAINTENANCE FEE. The Annual Maintenance Fee to be paid by the Association to Northern for Northern's provision of Maintenance Services for the Exfiltration System shall be determined and paid in accordance with the following:

(A) The Annual Operating Fee for provision of Maintenance Services shall be based on Northern's fiscal year of October 1 through September 30, provided that Northern's initial Annual Maintenance Fee shall be the agreed upon sum set forth in the initial Northern annual budget prorated from the date of Northern's receipt of the notice to proceed from the Town for Northern's provision of Maintenance Services for the Exfiltration System through the end of the then applicable fiscal year.

(B) After the initial commencement of Northern's provision of Maintenance Services and for so long as this Agreement remains in effect, the Association shall be obligated to pay a mutually agreed upon Annual Maintenance Fee to Northern on or before September 1 for services to be provided by Northern from October 1 of said year through September 30 of the next year. Each Annual Maintenance Fee shall be determined following Northern's provision to the Association, for discussion purposes, of a proposed annual budget for its provision of Maintenance Services on or about May 1st of each year, a courtesy copy of which shall also be delivered to the Town.

(C) Each such annual budget shall also include an amount that shall be set aside, in reserve (the "Reserve Account") by Northern, for the future expansion, reconstruction, upgrade or replacement of the Exfiltration System. Said Reserve Account shall be a separate (non-commingled) interest earning account held in Northern's name and an accounting of the Reserve

Account shall be provided to the Town and Association with each submittal by Northern of its proposed annual budget for the provision of Maintenance Services.

(D) If by July 1 of any year, Northern and the Association are not able to agree upon the Annual Maintenance Fee, then in that event Northern, at its sole discretion but only following its provision of sixty (60) calendar days advance written notice to the Association and the Town, may thereupon cease providing Maintenance Services for the Exfiltration System or, if so indicated in its notice, terminate its duties and obligations under this Agreement.

SECTION 10. DISPUTE RESOLUTION PROCESS. Except as to the means of setting each year's Annual Maintenance Fee which shall be governed pursuant to Section 9, the Parties agree that if a dispute should arise between any two or more of them regarding the terms, implementation and/or termination of this Agreement, such dispute shall be subject to the following dispute resolution process:

(A) Any Party may initiate the dispute resolution process by delivering written notice of to the other Parties. Initiation of the dispute resolution process shall operate as a stay of any judicial or administrative action and any defenses thereto which are the subject of the dispute and a tolling as between the Parties of any applicable statute of limitations or affirmative defenses involving the elapse of time or laches.

(B) Notwithstanding the foregoing, if a Party determines, in its absolute and sole discretion, that it is necessary to file a lawsuit, administrative action or other formal challenge in order to satisfy any agency, statutory or jurisdictional time deadline, to obtain a temporary injunction, or to preserve a legal or equitable right, such lawsuit or challenge may be filed, but upon such filing or any other related act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the affected Parties shall thereafter promptly file a joint motion with the reviewing court, administrative law judge or hearing officer requesting that the matter be abated in order to afford the affected Parties an opportunity to pursue the dispute resolution process procedures set forth herein. If the abatement is granted, the affected Parties shall thereupon promptly pursue or continue to pursue the dispute resolution process procedures set forth herein.

(C) After transmittal and receipt of a notice specifying the area(s) of disagreement, the affected Parties shall meet at reasonable times and places, as mutually agreed upon, to discuss and attempt to resolve the issues in dispute.

(D) If discussions between the affected Parties fail to resolve the dispute(s) within sixty (60) calendar days following delivery of the notice described in subparagraph (C), above, the affected Parties shall appoint a mutually acceptable neutral and independent third-party to act as a mediator. If the affected Parties are unable to agree upon a mediator, any affected Party may request the appointment of a neutral and independent mediator by the Chief Judge of the Circuit Court in and for Palm Beach County, Florida. The mediation contemplated herein is intended to be carried out on an informal and non-adversarial process, with the primary objective being to help the affected Parties achieve a mutually acceptable and voluntary agreement or resolution of the issue(s) in dispute. The decision-making shall rest solely with the affected Parties. The

mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(E) If the affected Parties are unable to reach a mediated settlement within ninety (90) calendar days of the mediator's appointment, any affected Party may terminate the settlement discussions by delivery of written notice to the other affected Parties.

(F) Any affected Party may initiate litigation or move to end the abatement specified in (B), above, within ninety (90) days following delivery of the notice terminating the mediation process. Failure to do so will be deemed for all purposes as the irrevocable withdrawal of the objection or clarification that was the genesis for initiation of the dispute resolution process. Resolution by failure to initiate litigation shall not be considered to be acceptable of the interpretation, position or performance of the other Parties in any future dispute.

SECTION 11. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Each Party's duties and obligations under this Agreement shall be carried out in strict compliance with all applicable required governmental permits, requirements, rules, acts, orders, regulations and restrictions, including, but not limited to the following entities: (A) the Town, (B) Northern, (C) South Florida Water Management District, (D) Florida Department of Environmental Protection and (E) Palm Beach County.

SECTION 12. NON-INTERFERENCE. The Parties agree that they will not directly communicate with any Northern contractor, materialmen or supplier involved in the provision of Maintenance Services for the Exfiltration System and that any requests or inquiries will be directed to Northern.

SECTION 13. LIABILITY. Regardless of any language in this Agreement to the contrary, the Parties shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of any other Party and nothing contained herein shall be construed as a waiver by any of the governmental Parties of the liability limits established in Section 768.28, Florida Statutes.

SECTION 14. OPTION TO TERMINATE. The Town, Northern and the Association shall each have the right to terminate this Agreement at will and without cause, provided that: (A) the Party that intends to initiate the termination, must provide one hundred and eighty (180) days advance written notice to all other Parties of said terminating Party's intention to terminate, (B) termination shall not be effective until the one hundred and eighty (180) day advance termination notice period has elapsed and (C) it is agreed that in the event of such termination of the Agreement, Northern shall promptly cease providing its Maintenance Services once said the one hundred and eighty (180) day advance termination notice period has elapsed and thereupon Northern shall have no further duties, obligations or liability for the provision of Maintenance Services for the Exfiltration System except to deliver to the Town: (i) the balance of any unexpended and unencumbered Annual Maintenance Fee funds previously received by Northern for the subject fiscal year, if any and (ii) any funds and accrued interest in the Reserve Account.

SECTION 15. TERM OF AGREEMENT. The term of this Agreement is intended to be perpetual.

SECTION 16. MISCELLANEOUS PROVISIONS.

(A) NOTICES. All notices, requests, consents or other communications required or permitted to be given hereunder shall be in writing (including telex, facsimile or electronic communication) and shall be (as elected by the Party giving same) hand delivered, sent via certified mail, return receipt requested, telecommunicated or mailed to the applicable Party as follows:

All notices to the Town shall be sent to:

Town of Juno Beach
340 Ocean Drive
Juno Beach, Florida 33408
Attn: Town Manager
Phone: (561) 626-1122
Fax: (561) 775-0812

All notices to Northern shall be sent to:

Northern Palm Beach County Improvement
District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attn: Executive Director
Phone: (561) 624-7830
Fax: (561) 624-7839

All notices to the Association shall be sent to:

Preserve at Juno Beach Homeowners
Association, Inc.
c/o Toll FL VI LP
3970 Indiantown Road
Jupiter, FL 33478
Phone: 561.741.5710
Fax: 561.741.5711

All notices to Toll shall be sent to:

Toll FL VI LP
3970 Indiantown Road
Jupiter, FL 33478
Phone: 561.741.5710
Fax: 561.741.5711

(B) ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the Parties as to the specific subject matter hereof.

(C) AMENDMENTS. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality as the execution of this Agreement.

(D) VENUE AND ELECTION OF REMEDIES. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal actions arising out of or necessary to enforce this Agreement shall be held in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by

statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

(E) DISCRIMINATION. No person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

(F) ASSIGNABILITY. The responsibility for carrying out and duty or obligation assumed by a Party to this Agreement may be assigned once approved in writing by all of the other Parties, which approval shall not be unreasonably withheld or delayed.

(G) ATTORNEY'S FEES AND COSTS. In the event of any litigation or administrative proceeding to settle issues arising hereunder, each Party shall bear its own costs and expenses, which shall include but not be limited to any legal and expert fees and costs for any appeal that may be taken.

(H) SEVERABILITY. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalid finding is as to payment or construction obligations of a Party in which event the Agreement shall be thereupon terminated.

(I) 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.

(J) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(K) 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 construed simply according to its fair meaning.

(L) RECORDING. This Agreement or a memorandum of it shall be recorded in the Public Records of Palm Beach County, Florida.

(M) EFFECTIVE DATE. This Agreement shall be effective as of the date that it has been signed by all of the Parties identified herein.

SECTION 17. P.U.D. APPROVAL. The Town approved the Preserve at Juno Beach P.U.D. through the adoption of Resolution No. 2013-04 ("Development Order"). In the event that the Development Order expires due to Toll's failure to "commence development" as defined in the Development Order and the Town Code, during the term of this Agreement, the Town, Northern

and the Association shall be released from their duties and obligations under this Agreement until such time as the Town reissues a P.U.D. approval for the Preserve at Juno Beach which is substantially similar in all material respects with the terms, provisions, obligations and requirements of the current Development Order.

SECTION 18. TERMINATION OF PRIOR AGREEMENT. The parties to this Agreement, The Estates at Juno Beach Homeowners Association, Inc. and L and J Enterprises LLC agree as follows:

(A) The prior agreement by and between the Town, Northern, the Estates at Juno Beach Homeowners Association, Inc. and L and J Enterprises LLC, dated April 7, 2009, and Restated and Extended by an agreement dated June 30, 2011, collectively the "Prior Agreement," provided for certain rights and obligations of the Estates at Juno Beach Homeowners Association, Inc. and L and J Enterprises LLC. The rights and obligations of the Estates at Juno Beach Homeowners Association, Inc. and L and J Enterprises LLC described in or related to the Prior Agreement are hereby assigned without any warranty or representation to the Association and Toll.

(B) The Estates at Juno Beach Homeowners Association Inc. and L and J Enterprises LLC are hereby relieved from all obligations under the Prior Agreement.

(C) The Prior Agreement is hereby terminated.

The Estates at Juno Beach Homeowners Association Inc. and L and J Enterprises LLC are executing this Agreement for the sole purposes of consenting to and receiving the benefits of this Section 18 and for no other purpose.

Executed by Northern Palm Beach County Improvement District this 26th day of JUNE, 2013.

ATTEST:

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

By: *O'Neal Bardin, Jr.*
O'Neal Bardin, Jr., Asst. Secretary

By: *Adrian M. Salee*
ADRIAN M. SALEE, President

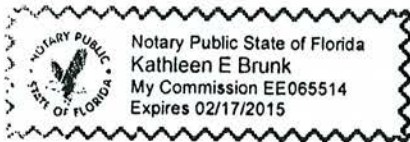
STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me personally appeared Adrian M. Salee, the President of Northern Palm Beach County Improvement District, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 26th day of JUNE, 2013.

[NOTARY SEAL]

Kathleen E. Brunk
Notary Public
Print Name: Kathleen E. Brunk



Executed by Toll FL VI LP this 17 day of June, 2013.

TOLL FL VI LP

By: [Signature]
General Partner

DONALD R. BARNES

Print Name

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me personally appeared Donald Barnes, the General Partner of Toll FL VI LP to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 17 day of June, 2013.

[NOTARY SEAL]



[Signature]
Notary Public
Print Name: Joyce A. Spriggs

Executed by the The Preserve at Juno Beach Homeowners Association, Inc. this 17 day of June, 2013.

ATTEST:

THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC.

By: Steven T. Spriggs, Secretary

By: Robert Razler, President

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me personally appeared Robert Razler, the President of the Preserve at Juno Beach Homeowners Association, Inc., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 17 day of June, 2013.


[NOTARY SEAL]



Joyce A. Spriggs
Notary Public
Print Name: Joyce A. Spriggs

Executed by L and J Enterprises LLC this 17th day of June, 2013.

L AND J ENTERPRISES LLC
a Florida limited liability company

By: 
Jonathan F. Rapaport, Managing Member

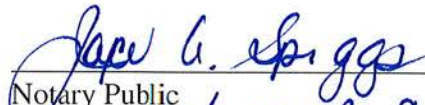
STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me personally appeared Jonathan F. Rapaport, as Managing Member of L and J Enterprises, LLC to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed. FL Dr. Licence R11642665257-0

WITNESS my hand and official seal in the State and County aforesaid, this 17 day of June, 2013.

[NOTARY SEAL]




Notary Public
Print Name: Joyce A. Spriggs

Executed by the Estates at Juno Beach Homeowner's Association Inc. this 17th day of June, 2013.

ATTEST:

THE ESTATES AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Lloyd Ecclestone, Secretary

By: [Signature]
Jonathan F. Rapaport, President

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me personally appeared Jonathan F. Rapaport, the President of The Estates at Juno Beach Homeowners Association, Inc. HAVING PRODUCED A FLORIDA DRIVERS LICENSE ~~to me well known and known to me to be the person described in~~ and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed. FL Drivers License R116-426-65-257-0

WITNESS my hand and official seal in the State and County aforesaid, this 17 day of June, 2013.

[NOTARY SEAL]



[Signature]
Notary Public
Print Name: Joyce A. Spriggs

EXHIBIT "A"

This instrument prepared by
and return to:

Leonard G. Rubin, Esq.
Leonard G. Rubin P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

UTILITY EASEMENT

THIS UTILITY EASEMENT is made, granted and entered into this ____ day of _____, 2013, by Toll FL VI L.P. (hereinafter referred to as "Grantor"), whose address is 3970 West Indiantown Road, Jupiter, Florida 33478, to the Town of Juno Beach (hereinafter referred to as "Grantee"), whose address is 340 Ocean Drive, Juno Beach, FL. 33408.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement which shall permit Grantee and its authorized representatives authority to enter upon the hereinafter described real property of the Grantor at any time to install, test, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect stormwater exfiltration drainage works, lines and appurtenant facilities and equipment in, on, over, under and across said real property. The utility easement herein granted encumbers and is applicable to that strip of real property lying, situate and being in Palm Beach County, Florida, that is more particularly described as follows:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property described in attached Exhibit "A" and that it has good and lawful right to grant the aforesaid utility easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

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

WITNESSES:

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature
STUART GORDON

Print Name

[Signature]
Witness Signature
Fred Pfister

Print Name

GRANTOR:

Toll FL VI L.P.

By: [Signature]
General partner

DONALD R. BARNES

Print Name

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 17 day of June, 2013 by the General Partner of Toll FL VI L.P., who is personally known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein.



[Signature]
Notary Signature

Joyce A. Spriggs
Print Name

EXHIBIT "B"

DESCRIPTION OF EXFILTRATION AREA

Tracts R-1 and R-2 of "THE PRESERVE AT JUNO BEACH" according to the Plat thereof recorded in Plat Book _____ at Page _____, Public Records of Palm Beach County, Florida.

EXHIBIT "C"

Preserve at Juno Beach Detailed Physical Description of Exfiltration Trench Systems

West Side of Project:

The system is composed of the following components shown on Paving, Grading and Drainage Plan Sheets C4.01, C4.02 and detailed on Construction Details Plan Sheet C6.07.; prepared by Kimley-Horn and Associates, Inc.

The first part of the western system starts with drainage structure ST-06; a Type "P" manhole; and connects to ST-09; a Type "P" manhole. The system between these structures is composed of 259 LF of 30" H.D.P.E. storm pipe with 236' LF of exfiltration trench. The invert of the pipe system is at Elevation 4.00 (NGVD). The trench surrounding the pipe is composed of 8.0' (w) x 6.0' (h) gravel wrapped in Mirarfi filter cloth. The bottom of the trench elevation is 1.50 and the top of the trench is 7.50.

The second part of the western system starts at ST-09; a Type "P" manhole and ends at ST-11; the control structure for the eastern portion of the project. The control structure is independent of the exfiltration system such that the exfiltration system can be replaced without construction required on the structure. The system between these structures is composed of 120 LF of 30" H.D.P.E. storm pipe with 68' LF of exfiltration trench. The invert of the pipe system is at Elevation 4.00 (NGVD). The trench surrounding the pipe is composed of 8.0' (w) x 6.0' (h) gravel wrapped in Mirarfi filter cloth. The bottom of the trench elevation is 1.50 and the top of the trench is 7.50.

East Side of Project:

The system is composed of the following components shown on Paving, Grading and Drainage Plan Sheet C4.03 and detailed on Construction Details Plan Sheet C6.07.; prepared by Kimley-Horn and Associates, Inc.

The first part of the eastern system starts with drainage structure ST-22; a Type "P" inlet; and connects to ST-20, a Type "P" inlet. The system between these structures is composed of 80 LF of 18" H.D.P.E. storm pipe with 58' LF of exfiltration trench. The invert of the pipe system is at Elevation 4.00 (NGVD). The trench surrounding the pipe is composed of 7.0' (w) x 5.5' (h) gravel wrapped in Mirarfi filter cloth. The bottom of the trench elevation is 2.00 and the top of the trench is 7.50.

The second part of the eastern system starts with drainage structure ST-20; a Type "P" inlet; and connects to ST-18; the control structure for the eastern portion of the project. The control structure is independent of the exfiltration system such that the exfiltration system can be replaced without construction required on the structure. The system between these structures is composed of 242 LF of 18" H.D.P.E. storm pipe with 199' LF of exfiltration trench, with a 20' break centered on the proposed water main. The invert of the pipe system is at Elevation 4.00 (NGVD). The trench surrounding the pipe is composed of 7.0' (w) x 5.5' (h) gravel wrapped in Mirarfi filter cloth. The bottom of the trench elevation is 2.00 and the top of the trench is 7.50.



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 OR BK 26888 PG 0928
 RECORDED 07/01/2014 15:04:34
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0928 - 933; (6pgs)

Prepared by and return to:

Harvey E. Oyer, III, Esquire
 SHUTTS & BOWEN, LLP
 525 Okeechobee Boulevard, Suite 1100
 West Palm Beach, Florida 33401

ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT (this "Assignment") is made this 25th day of JUNE, 2014, by TOLL FL VI LIMITED PARTNERSHIP, a Florida limited partnership, with an address of 3970 Indiantown Road, Jupiter, Florida 33478 ("Assignor"), in favor of THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, with an address of 3970 Indiantown Road, Jupiter, Florida 33478 ("Assignee"), and joined by NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the state of Florida ("Northern"), only as to Section 4 of this Assignment.

WHEREAS, Assignor is a party to that certain Service Agreement by and between Assignor and Northern, dated June 26, 2013 and recorded in Official Record Book 26184, Page 384 of the Public Records of Palm Beach County, Florida (the "Service Agreement") concerning the real property described on **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, Article 8(d) of the Service Agreement provides that Assignor may assign the Service Agreement and Permit No. PER-20-030 (the "Permit") to Assignee without Northern's consent, provided that this Assignment is recorded within ten (10) days of its effective date, a recorded copy of this Assignment is promptly provided to Northern, and any release of Assignor is agreed to in writing on or prior to the date of this Assignment; and

WHEREAS, in accordance with Article 8(d) of the Service Agreement, Assignor desires to assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, interest, and obligations in and to the Service Agreement; and

WHEREAS, Assignee desires to acquire Assignor's right, title, interest, and obligations in and to the Service Agreement and assume the duties and obligations of Assignor relating to the Service Agreement; and

WHEREAS, Northern has agreed to release Assignor from its obligations and liabilities under the Service Agreement.

NOW, THEREFORE, in consideration of the payment of Ten and 00/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor assigns, transfers, and conveys to Assignee, without representation, warranty, or recourse, all of Assignor's right, title, interest, and obligations, and delegates to the Assignee all of its duties and obligations, in, to, and under the Service Agreement.

2. **Assumption.** Assignee accepts the foregoing assignment and delegation. Further, Assignee hereby assumes and agrees to be bound by the terms of the Service Agreement and agrees to perform all of Assignor's obligations under the Service Agreement arising after the Effective Date of this Assignment.

3. **Transfer of Permit.** Concurrently with the execution of this Assignment, the Assignor and Assignee shall submit a transfer application to Northern requesting transfer of the Permit from Assignor to Assignee.

4. **Release of Assignor.** As of the Effective Date of this Assignment, Assignor shall be fully and unconditionally released and discharged from its duties and obligations arising out of or in connection with the Service Agreement and the Permit for those matters arising on and after the Effective Date of this Assignment.

5. **Indemnification.** Assignee shall indemnify, defend, and hold Assignor harmless from and against any and all actions, suits, proceedings or claims, and all costs and expenses (including, without limitation, reasonable attorneys' fees incurred in trial, appellate, and post-judgment proceedings, whether by judgment, settlement, or otherwise) incurred in connection therewith, based upon or arising out of any breach or alleged breach of the Service Agreement.

6. **No Third Party Beneficiary.** No person or entity other than the parties to this Assignment shall be deemed a beneficiary of this Assignment.

7. **Miscellaneous.** This Assignment shall be governed by, and construed in accordance with, the laws of the state of Florida. The exclusive venue for any proceeding to enforce any of the rights or obligations hereunder shall be in Palm Beach County, Florida, and the prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Assignment. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment shall become binding when one or more of the counterparts hereof, individually or taken together, shall have been executed and delivered by all of the parties hereto.

8. **Recording.** This Assignment shall be recorded in the Public Records of Palm Beach County, Florida.

9. **Effective Date.** The Effective Date of this Assignment shall be the date it has been executed by all of the parties hereto.

(Remainder of Page Intentionally Left Blank - Signatures Begin on Next Page)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year hereinafter indicated.

Witnesses:

By: [Signature]

Print Name: Jay Hughey

By: [Signature]

Print Name: STUART GORDON

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

TOLL FL VI LIMITED PARTNERSHIP, a Florida limited partnership

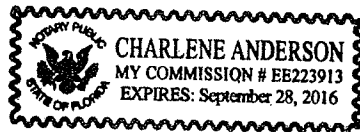
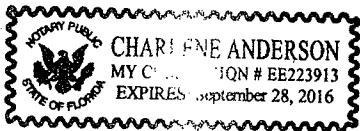
By: TOLL FL GP CORP., a Florida corporation, General Partner

By: [Signature]
Donald R. Barnes, Vice President

Date: 6/17/14

The foregoing instrument was acknowledged before me this 17th day of June, 2014 by Donald R. Barnes, as Vice President of Toll FL GP Corp., a Florida corporation, General Partner of Toll FL VI Limited Partnership, a Florida limited partnership, on behalf of the partnership. He/she is (X) personally known to me or () has produced personally known as identification.

(NOTARY SEAL)



Notary Public, State of Florida

Print Name: Charlene Anderson

Commission No.: EE 223913

My Commission Expires: September 28, 2016

Witnesses:

By: Steven Speaks

Print Name: St. S. Speaks

By: Jay Hughey

Print Name: Jay Hughey

**THE PRESERVE AT JUNO BEACH
HOMEOWNERS ASSOCIATION, INC., a
Florida not for profit corporation**

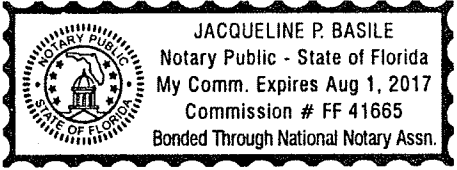
By: [Signature]
Robert Razler, President

Date: 6/18/14

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18 day of June, 2014 by Robert Razler, as President of The Preserve at Juno Beach Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she is () personally known to me or () has produced Personally known as identification.

(NOTARY SEAL)



Notary Public, State of Florida
Print Name: Jacqueline P. Basile
Commission No.: FF 41665
My Commission Expires: 8/1/17
[Signature]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

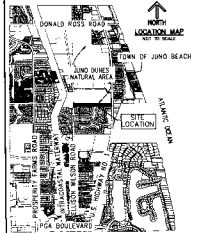
Lots 1-29, Tracts R-1, R-2, L-1, L-2, L-3 and C, of the Plat of "Preserve at Juno Beach" according to the Plat thereof, recorded in Plat Book 117, Page 20-24, of the Public Records of Palm Beach County, Florida.

20130324196

PRESERVE AT JUNO BEACH

BEING A PORTION OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA

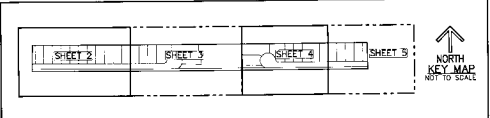
THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7800 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)992-1999
FEBRUARY - 2013



20
STATE OF FLORIDA
COUNTY OF PALM BEACH
RECORDED IN PUBLIC BOOK 11747, PAGE 11 AND 12
SHARON R. BOOK
CLERK AND COMPTROLLER
DEPUTY CLERK

SHEET 1 OF 5

"NOTICE" THIS PLAN, AS HEREON, IS THE SHOWN FORM OF THE OFFICIAL SURVEY OF THE DESCRIBED LANDS DESCRIBED HEREIN AND WILL BE CONSIDERED TO BE THE OFFICIAL SURVEY UNLESS ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAN, THAT MAY BE ADDITIONAL INSTRUMENTS THAT ARE NOT RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.



DEDICATIONS AND RESERVATIONS:

- TRACTS R-1 AND R-2, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS IN PERPETUITY FOR PRIVATE USE AND PURPOSES, PUBLIC UTILITIES, AND FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACTS L-1, L-2 AND L-3, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACT C, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACTS A AND B, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACTS D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACTS AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, OO, PP, QQ, RR, SS, TT, UU, VV, WW, XX, YY, ZZ, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACTS AAA, BBB, CCC, DDD, EEE, FFF, GGG, HHH, III, JJJ, KKK, LLL, MMM, NNN, OOO, PPP, QQQ, RRR, SSS, TTT, UUU, VVV, WWW, XXX, YYY, ZZZ, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACTS AAAA, BBBB, CCCC, DDDD, EEEE, FFFF, GGGG, HHHH, IIII, JJJJ, KKKK, LLLL, MMMM, NNNN, OOOO, PPPP, QQQQ, RRRR, SSSS, TTTT, UUUU, VVVV, WWWW, XXXX, YYYY, ZZZZ, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACTS AAAAA, BBBBB, CCCCC, DDDDD, EEEEE, FFFFF, GGGGG, HHHHH, IIIII, JJJJJ, KKKKK, LLLLL, MMMMM, NNNNN, OOOOO, PPPPP, QQQQQ, RRRRR, SSSSS, TTTTT, UUUUU, VVVVV, WWWW, XXXX, YYYY, ZZZZ, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACTS AAAAAA, BBBBBB, CCCCCC, DDDDDD, EEEEEE, FFFFFF, GGGGGG, HHHHHH, IIIIII, JJJJJJ, KKKKKK, LLLLLL, MMMMMM, NNNNNN, OOOOOO, PPPPPP, QQQQQQ, RRRRRR, SSSSSS, TTTTTT, UUUUUU, VVVVVV, WWWW, XXXX, YYYY, ZZZZ, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACTS AAAAAAA, BBBBBBB, CCCCCC, DDDDDD, EEEEEE, FFFFFF, GGGGGG, HHHHHH, IIIIII, JJJJJJ, KKKKKK, LLLLLL, MMMMMM, NNNNNN, OOOOOO, PPPPPP, QQQQQQ, RRRRRR, SSSSSS, TTTTTT, UUUUUU, VVVVVV, WWWW, XXXX, YYYY, ZZZZ, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.
- TRACTS AAAAAAA, BBBBBBB, CCCCCC, DDDDDD, EEEEEE, FFFFFF, GGGGGG, HHHHHH, IIIIII, JJJJJJ, KKKKKK, LLLLLL, MMMMMM, NNNNNN, OOOOOO, PPPPPP, QQQQQQ, RRRRRR, SSSSSS, TTTTTT, UUUUUU, VVVVVV, WWWW, XXXX, YYYY, ZZZZ, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND TO PERFORM THE PERPETUAL MAINTENANCE OBLIGATION OF THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT REVERSION TO THE TOWN OF JUNO BEACH, FLORIDA.

ACKNOWLEDGMENT:

I, **DONALD R. BARNES**, who is personally known to me, the undersigned, as the person who executed the foregoing instrument as **VICED PRESIDENT** of **TOLL FLA. LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP**, and I have examined the title to the herein described premises, and I am satisfied that the instrument is the true and correct expression of the intent and desire of the said partnership, and that the instrument is the true and correct expression of the intent and desire of the said partnership.

TABULAR DATA:

TOTAL AREA THIS BLAT	11500 ACRES
RESERVATION LOTS	8777 ACRES
TOTAL TRACTS R-1 AND R-2	2000 ACRES
OPEN SPACE TRACTS L-1, L-2 AND L-3	700 ACRES
NET LAND PRESERVATION TRACT C	1000 ACRES

TITLE CERTIFICATION:

I, **HARVEY W. HENRI**, a duly licensed attorney in the State of Florida, do hereby certify that I have examined the title to the herein described premises, and I am satisfied that the instrument is the true and correct expression of the intent and desire of the said partnership, and that the instrument is the true and correct expression of the intent and desire of the said partnership.

ACKNOWLEDGMENT:

I, **ROBERT R. RAJIC**, who is personally known to me, the undersigned, as the person who executed the foregoing instrument as **VICE PRESIDENT** of **TOLL FLA. LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP**, and I have examined the title to the herein described premises, and I am satisfied that the instrument is the true and correct expression of the intent and desire of the said partnership, and that the instrument is the true and correct expression of the intent and desire of the said partnership.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT ACCEPTANCE OF RESERVATIONS:

I, **ALBERT ARRINGTON, JR.**, who is personally known to me, the undersigned, as the person who executed the foregoing instrument as **CHAIRMAN** of the **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, and I have examined the title to the herein described premises, and I am satisfied that the instrument is the true and correct expression of the intent and desire of the said district, and that the instrument is the true and correct expression of the intent and desire of the said district.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ACCEPTANCE:

I, **ADRIAN SALLE**, who is personally known to me, the undersigned, as the person who executed the foregoing instrument as **CHAIRMAN** of the **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**, and I have examined the title to the herein described premises, and I am satisfied that the instrument is the true and correct expression of the intent and desire of the said district, and that the instrument is the true and correct expression of the intent and desire of the said district.

ACCEPTANCE OF RESERVATIONS:

I, **DAVID P. LINDLEY**, who is personally known to me, the undersigned, as the person who executed the foregoing instrument as **SURVEYOR**, and I have examined the title to the herein described premises, and I am satisfied that the instrument is the true and correct expression of the intent and desire of the said surveyor, and that the instrument is the true and correct expression of the intent and desire of the said surveyor.

SURVEY NOTES:

- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT PRIORITY ARE SHOWN, THE HIGHER PRIORITY EASEMENTS SHALL HAVE FIRST PRIORITY. UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY. ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITY BEING DETERMINED BY DATE.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT TOWN OF JUNO BEACH ZONING REGULATIONS.
- NO BARRENS OR ANY KIND OF CONSTRUCTION OF ANY KIND SHALL BE PERMITTED ON ANY EASEMENT WITHOUT FIRST WRITTEN CONSENT OF ALL EASEMENT OWNERS AND ALL APPLICABLE COUNTY APPROVALS.
- APPROVAL OF LANDSCAPING ON TRUFFY EASEMENT (INCLUDING MAINT AND SEEDS) SHALL ONLY BE WITH APPROVAL OF ALL UTILITIES OCCUPYING SAID EASEMENT.
- ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOLL FLA. LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP, IS THE OFFICIAL CORNER OF THE UNDIVIDED LANDS DESCRIBED HEREIN. THE SURVEY SHALL BE CONDUCTED IN ACCORDANCE WITH THE OFFICIAL CORNER OF THE UNDIVIDED LANDS DESCRIBED HEREIN. THE SURVEY SHALL BE CONDUCTED IN ACCORDANCE WITH THE OFFICIAL CORNER OF THE UNDIVIDED LANDS DESCRIBED HEREIN. THE SURVEY SHALL BE CONDUCTED IN ACCORDANCE WITH THE OFFICIAL CORNER OF THE UNDIVIDED LANDS DESCRIBED HEREIN.
- ALL INTERSECTING EASEMENTS ARE NON-RADIAL UNLESS SHOWN OTHERWISE.

APPROVAL OF PLAN AND ACCEPTANCE OF DEDICATION BY THE TOWN OF JUNO BEACH:

I, **SHARON R. BOOK**, who is personally known to me, the undersigned, as the person who executed the foregoing instrument as **CLERK AND COMPTROLLER** of the **TOWN OF JUNO BEACH**, and I have examined the title to the herein described premises, and I am satisfied that the instrument is the true and correct expression of the intent and desire of the said town, and that the instrument is the true and correct expression of the intent and desire of the said town.

REVIEWING SURVEYOR:

I, **DAVID P. LINDLEY**, who is personally known to me, the undersigned, as the person who executed the foregoing instrument as **SURVEYOR**, and I have examined the title to the herein described premises, and I am satisfied that the instrument is the true and correct expression of the intent and desire of the said surveyor, and that the instrument is the true and correct expression of the intent and desire of the said surveyor.

SURVEYOR'S CERTIFICATE:

I, **DAVID P. LINDLEY**, who is personally known to me, the undersigned, as the person who executed the foregoing instrument as **SURVEYOR**, and I have examined the title to the herein described premises, and I am satisfied that the instrument is the true and correct expression of the intent and desire of the said surveyor, and that the instrument is the true and correct expression of the intent and desire of the said surveyor.

TOLL FLA. LIMITED PARTNERSHIP
A FLORIDA LIMITED PARTNERSHIP
WITNESS: **David Lindley**
PRINT NAME: **David Lindley**
PRINT NAME: **David Lindley**

TOLL FLA. LIMITED PARTNERSHIP
A FLORIDA CORPORATION NOT-FOR-PROFIT
WITNESS: **Donald R. Barnes**
PRINT NAME: **Donald R. Barnes**
PRINT NAME: **Donald R. Barnes**

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
ACCEPTANCE:
WITNESS: **Adrian Salle**
PRINT NAME: **Adrian Salle**
PRINT NAME: **Adrian Salle**

THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC.
WITNESS: **Robert R. Rajic**
PRINT NAME: **Robert R. Rajic**
PRINT NAME: **Robert R. Rajic**

TOLL FLA. LIMITED PARTNERSHIP
NOTARY

TOLL FLA. LIMITED PARTNERSHIP
NOTARY

NPBCD
NOTARY

THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC.
NOTARY

THE PRESERVE AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC.
NOTARY

TOWN ENGINEER

SURVEYOR

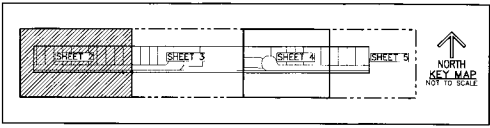
PRESERVE AT JUNO BEACH

BEING A PORTION OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 43 EAST,
TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA

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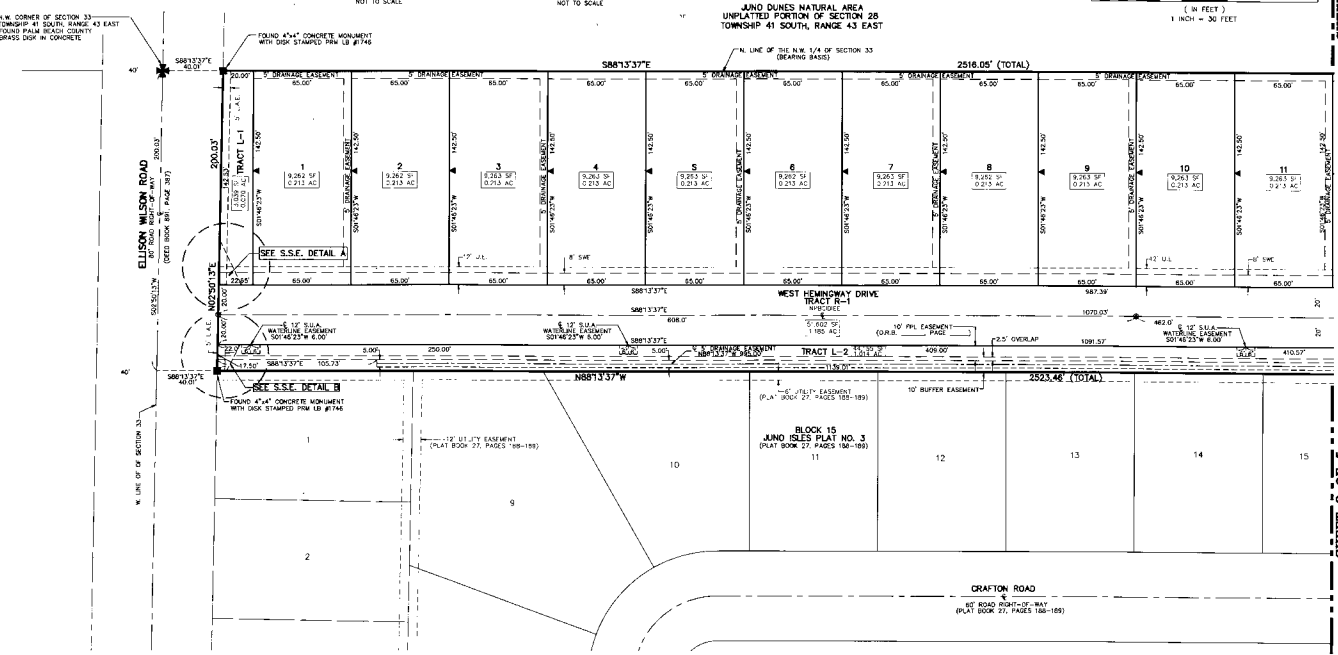
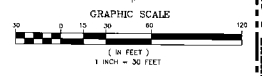
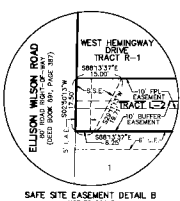
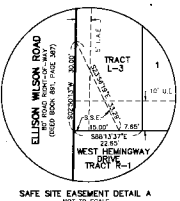
STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
RECORD AT _____ H.
THIS _____ DAY OF _____
A.S. AND DULY RECORDED
IN PLAT BOOK _____ AND _____ ON
PAGES _____ AND _____
SHARON R. BOCK
CLERK AND COMPTROLLER

BY _____
DEPUTY CLERK
SHEET 2 OF 5



LEGEND/ABBREVIATIONS

- ☉ CENTERLINE
- ∠ CORNER (GENERAL ANGLE)
- AC ACCESS
- FL - FLORIDA POWER & LIGHT CO.
- L - LAND LENDER
- L.A.E. - LIMITED ACCESS EASEMENT
- L.B. - LICENSED BUSINESS
- MPROB.E. - METROPOLITAN PALM BEACH COUNTY IMPROVEMENT DISTRICT EASEMENT
- OR.B. - OFFICIAL RECORD BOOK
- R - RADIAL
- W - WAREHOUSE FEET
- S.E.E. - SAFE SLOPE EASEMENT
- S.L.A. - SEASONED LAND AUTHORITY
- SME - SIDEWALK EASEMENT
- 12" U.I.T.Y. - 12" UTILITY EASEMENT
- SET PIN - INDICATES FRONT SIDE OF LOT LINE
- REF. PIN - INDICATES 4" x 4" CONCRETE PERMANENT REFERENCE MONUMENT MARKED LB #1748
- SET PIN - INDICATES PERMANENT CONTROL POINT
- NAL AND D&P STAMPED 18/35/11
- L.C. - UTILITY EASEMENT



SHEET 3 OF 5

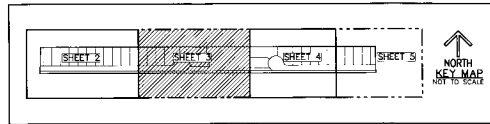
THIS INSTRUMENT PREPARED BY
 DAVID P. LINDLEY
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS ENGINEERS - PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
 FEBRUARY - 2013

PRESERVE AT JUNO BEACH

BEING A PORTION OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 43 EAST,
 TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA

LEGEND/ABBREVIATIONS

- ◊ - CENTERLINE
- ∠ - ANGLE (CENTRAL ANGLE)
- AC - ACRES
- P.L. - FLORIDA POWER & LIGHT CO.
- L.E. - LIMITED ACCESS EASEMENT
- L.B. - LICENSED BUSINESS
- N.P.C.I.D.P.E. - NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT PUBLIC WORKS EASEMENT
- O.R.B. - OFFICIAL RECORD BOOK
- OF - OTHER FEES
- S.T. - SAFE TIGHT EASEMENT
- S.U.A. - SEAWARD UTILITY AUTHORITY
- S.W. - SIDEWALK EASEMENT
- - DIMENSION "X" OF SIZE OF LOT LINE
- SET P.M. - INDICATES SET POINT PERMANENT REFERENCE MEASUREMENT MARKED 1/8" DIA. NAIL AND SET STAMPED 1/8" DIA. NAIL AND SET STAMPED 1/8" DIA. NAIL
- U.E. - UTILITY EASEMENT

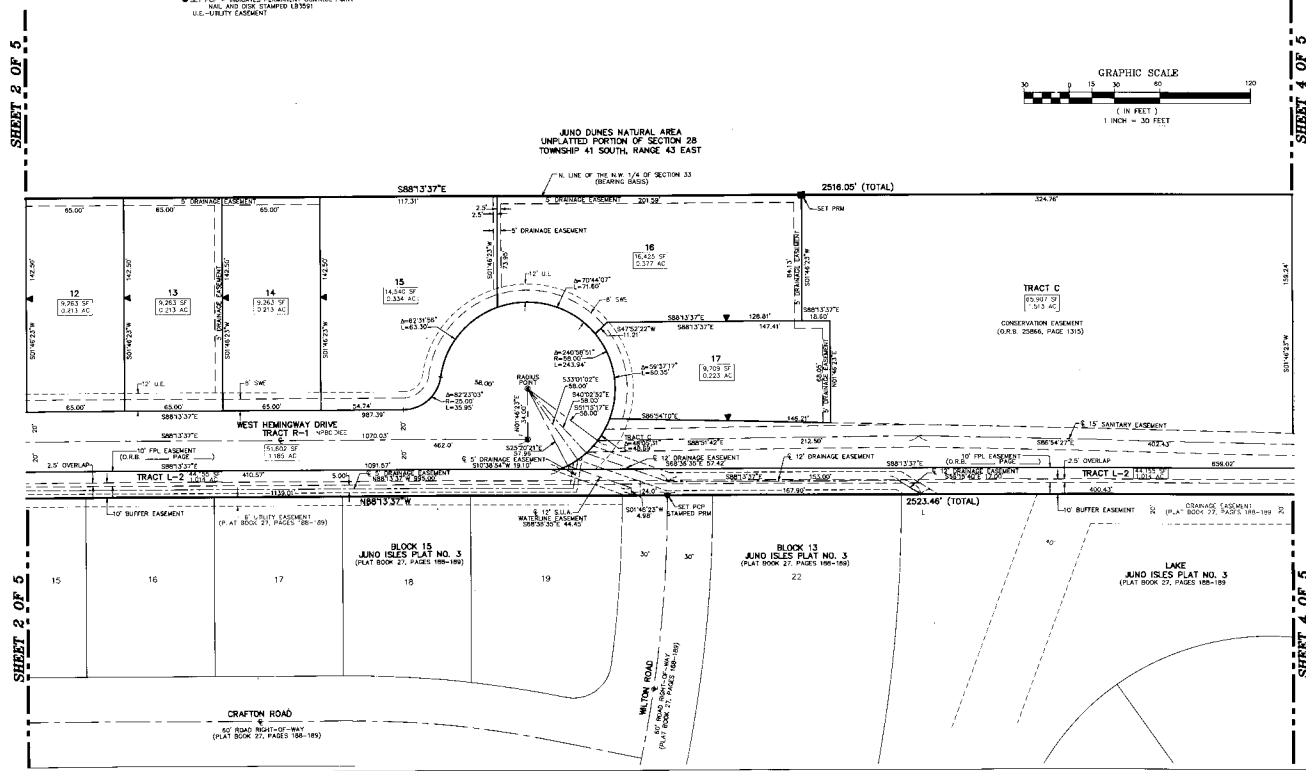


22

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT WAS FILED FOR
 RECORD AT _____ IN
 THE _____ DAY OF
 A.D. 2013, AND FULLY RECORDED
 IN PLAT BOOK _____ ON
 PAGE _____ AND _____ ON
 PAGE _____
 SHARON R. BOCK
 CLERK AND COMPTROLLER

BY _____
 DEPUTY CLERK

SHEET 3 OF 5



SHEET 2 OF 5

SHEET 4 OF 5

SHEET 2 OF 5

SHEET 4 OF 5

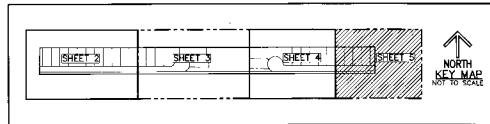
THIS INSTRUMENT PREPARED BY
 DAVID S. LINGLEY
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7000 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)362-1991
 FEBRUARY - 2013

PRESERVE AT JUNO BEACH

BEING A PORTION OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 43 EAST,
 TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA

24

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAN WAS FILED FOR
 RECORD AT _____ A.
 A.D. 2013 AND DAILY RECORDED
 IN PLAT BOOK _____ ON
 PAGE(S) _____
 SHARON R. BOCK
 CLERK AND COMPTROLLER
 BY _____
 DEPUTY CLERK

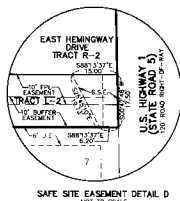
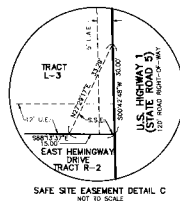
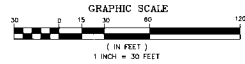
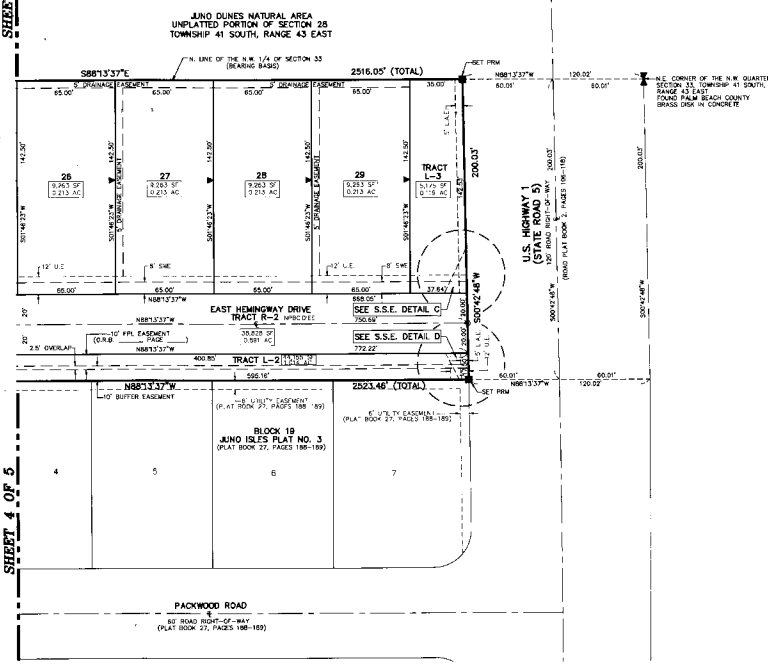


SHEET 5 OF 5

- LEGEND/ABBREVIATIONS**
- CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - AC - ACRES
 - FPL - FLORIDA POWER & LIGHT CO.
 - ARC CENTER
 - L.A.E - LIMITED ACCESS EASEMENT
 - IB - IRRIGATED BUSINESS
 - MPROD I.E. - IMPROVED FROM BEACH COUNTY IMPROVEMENT DISTRICT INGRESS-EGRESS EASEMENT
 - OR.B. - OFFICIAL RECORD BOOK
 - 9 - RADIAL
 - 10' - SQUARE FEET
 - S.S.E. - SAFE SITE EASEMENT
 - S.U.A. - SEWERAGE UTILITY AUTHORITY
 - UNE. - UTILITY EASEMENT
 - - DENOTES "DEED" SIDE OF LOT LINE
 - S.E.T. PIN - INDICATES 1/4", 1/2", 3/4", 1" PERMANENT REFERENCE INSTRUMENT MARKED AS 2599.
 - ◎ SET POINT - INDICATES STATIONARY CONTROL POINT NAIL AND USE STAMPED 183599
 - U.S. - UTILITY EASEMENT

SHEET 4 OF 5

SHEET 4 OF 5





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: February 28, 2024

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:
 - National Pollutant Discharge Elimination System
 - Forum Club of the Palm Beaches
 - Palm Beach North Chamber of Commerce
 - Palm Beach Chapter of Florida Government Finance Officers Association
 - Palm Beach County Local Mitigation Strategy
 - Safety Council of the Palm Beaches
2. Northern Staff met with representatives of the following Units to discuss projects and provide information:

Unit No. 2C	Alton
Unit No. 9A/9B	Abacoa I & II
Unit No. 11	PGA National
Unit No. 16	Palm Beach Park of Commerce
Unit No. 18	Ibis Golf & Country Club
Unit No. 21	Old Marsh
Unit No. 23	The Shores
Unit No. 29	North Fork Development
Unit No. 31	BallenIsles Country Club
Unit No. 33	Cypress Cove
Unit No. 43	Mirasol
Unit No. 45	Paseos
Unit No. 53	Arden

Training

1. Laura Ham participated in a CPE webinar sponsored by FICPA entitled, “Frequently Asked Engagement Letter Questions” on January 25.
2. Laura Ham participated in a CPE webinar sponsored by FGFOA entitled, “Generative AI and Automation for your Finance Team” on January 25. This webinar was moderated by Katie Roundtree.
3. Katie Roundtree participated in a CPE webinar sponsored by FGFOA entitled, “The Mentor’s Tool Kit” on February 15.

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, Director of Finance and Administration
Northern Palm Beach County Improvement District



Nonnative Species and Hunting on Northern Property

Northern Palm Beach County Improvement District (“Northern”) owns over 2,000 acres of preserves, approximately 50 miles of canals, and more than 370 water bodies with associated maintenance areas or easements. An abundance of native animals and plant species reside in those areas. Northern’s Staff take pride in ensuring their continued success.

Unfortunately, Nonnative species also encroach and reside in many of the same areas. While some do not cause problems, others are considered invasive, meaning they negatively impact native fish and wildlife, cause extensive damage, or threaten human health and welfare. As discussed last month, wild hogs are one type of invasive species whose population continues to expand as they become used to different climates. Iguanas, Burmese pythons, Tegus, Cuban tree frogs, Cane toads, Muscovy ducks, and Egyptian geese are other commonly encountered invasive species in our area.

Nonnative species are not protected in Florida except by the anti-cruelty law, Florida Statute § 828.12. They can be captured and humanely killed on private property at any time with landowner permission. The Florida Fish and Wildlife Conservation Commission (“FWC”) recommends contacting a nuisance wildlife control operator if concerned about invasive species on their property. A list of trappers can be found at MyFWC.com/Trappers.

A recent incident involving the shooting of Egyptian geese on the bank of a lake owned by Northern Palm Beach County Improvement District was brought to the attention of Northern’s Staff and Board of Supervisors. During a recent board meeting, the Board members discussed the hunting of invasive species on Northern-owned property. They asked that all landowners be made aware of the following:

*Please be advised that, while permissible on **private** property with permission, hunting an invasive species is expressly **prohibited** on real property owned by the Northern Palm Beach County Improvement District. This property includes lakes, canals, parks and preserves owned by Northern. The only exception is state-licensed trappers authorized by Northern to trap and remove wild hogs, threatening alligators, or other invasive species.*

The FWC asks that the public report sightings of nonnative species. Reporting observations helps to manage nonnative species. The best reports of nonnative species are credible reports. These are reports that the FWC can verify for the species in question, and all necessary data is included. Credible reports contain three elements:

- A photograph showing the animal in question that is not blurry and has a high enough resolution so that it can be enlarged to ensure species identification
- The location where the animal was seen. GPS coordinates are best, but the location can also be a street address or a detailed description of the area.
- The date when the animal was seen.

You can use the web form at IveGot1.org to report nonnative animals. The form will prompt you for the information and has a map where you can select the location if you do not have the GPS coordinates.

NPDES Tip: Don't feed wildlife, especially near ponds, lakes, and streams. Attracting a large amount of wildlife to one location can lead to an increase in nutrients and bacteria level from wildlife waste. This can contribute to the pollution of our lakes and streams.



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: February 28, 2024

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 2023-2024 fiscal year. The Assessments Received to Date Report shows year-to-date collections of \$36,602,303, representing a 93.34% collected rate.

A comparison to prior year distributions is shown in the table below:

Through February			
Fiscal Year Ending	Total Budget \$	YTD Collected \$	Total YTD Collected % of Budget
2024	\$ 39,215,841	\$ 36,602,303	93.34%
2023	\$ 35,922,095	\$ 33,887,039	94.33%
2022	\$ 34,164,263	\$ 32,366,469	94.74%
2021	\$ 31,694,504	\$ 27,895,745	88.01%
2020	\$ 32,069,289	\$ 27,784,341	86.64%
2019	\$ 30,878,079	\$ 26,309,131	85.20%
2018	\$ 30,395,272	\$ 27,203,493	89.50%
2017	\$ 29,851,907	\$ 27,758,367	92.99%
2016	\$ 24,785,265	\$ 22,734,969	91.73%
2015	\$ 24,863,731	\$ 22,893,789	92.08%

The next expected distribution is scheduled for March 13, 2024.

Northern Palm Beach County Improvement District
 Summary Budget Comparison
 From 10/1/2023 Through 9/30/2024

Account Title	YTD Actual	YTD Budget	Difference	% Collected	% Uncollec...
UNIT 1 - MAINTENANCE FUND	54,247.78	60,088.00	(5,840.22)	90.28%	9.71%
UNIT 2 - MAINTENANCE FUND	360,448.54	388,736.00	(28,287.46)	92.72%	7.27%
UNIT 2A - MAINTENANCE FUND	137,940.94	149,336.00	(11,395.06)	92.36%	7.63%
UNIT 2A - DEBT FUND	320,608.95	347,096.00	(26,487.05)	92.36%	7.63%
UNIT 2C - MAINTENANCE FUND	391,363.68	412,811.00	(21,447.32)	94.80%	5.19%
UNIT 2C - DEBT SERVICE FUND	5,306,953.16	5,598,883.00	(291,929.84)	94.78%	5.21%
UNIT 3 - MAINTENANCE FUND	354,944.27	380,735.00	(25,790.73)	93.22%	6.77%
UNIT 3A - MAINTENANCE FUND	276,709.91	292,673.00	(15,963.09)	94.54%	5.45%
UNIT 3A - DEBT FUND	401,234.87	424,381.00	(23,146.13)	94.54%	5.45%
UNIT 4 - MAINTENANCE FUND	552,142.92	611,241.00	(59,098.08)	90.33%	9.66%
UNIT 5 - MAINTENANCE FUND	568,097.25	605,317.00	(37,219.75)	93.85%	6.14%
UNIT 5A - MAINTENANCE FUND	833,460.74	860,399.00	(26,938.26)	96.86%	3.13%
UNIT 5B - MAINTENANCE FUND	139,817.21	152,401.00	(12,583.79)	91.74%	8.25%
UNIT 5B - DEBT FUND	369,163.27	402,388.00	(33,224.73)	91.74%	8.25%
UNIT 5C - MAINTENANCE FUND	48,957.47	52,766.00	(3,808.53)	92.78%	7.21%
UNIT 5D - MAINTENANCE FUND	127,036.88	136,969.00	(9,932.12)	92.74%	7.25%
UNIT 7 - MAINTENANCE FUND	123,201.31	131,039.00	(7,837.69)	94.01%	5.98%
UNIT 9 - MAINTENANCE FUND	128,877.14	137,492.00	(8,614.86)	93.73%	6.26%
UNIT 9A - MAINTENANCE FUND	1,089,328.66	1,187,219.00	(97,890.34)	91.75%	8.24%
UNIT 9A - DEBT FUND	2,652,861.45	2,891,253.00	(238,391.55)	91.75%	8.24%
UNIT 9B - MAINTENANCE FUND	884,183.42	967,759.00	(83,575.58)	91.36%	8.63%
UNIT 9B - DEBT FUND	1,229,574.58	1,345,795.00	(116,220.42)	91.36%	8.63%
UNIT 11 - MAINTENANCE FUND	2,905,700.02	3,185,052.00	(279,351.98)	91.22%	8.77%
UNIT 12 - MAINTENANCE FUND	72,559.89	78,561.00	(6,001.11)	92.36%	7.63%
UNIT 12A - MAINTENANCE FUND	24,980.77	27,236.00	(2,255.23)	91.71%	8.28%
UNIT 14 - MAINTENANCE FUND	908,505.19	1,011,427.00	(102,921.81)	89.82%	10.17%
UNIT 15 - MAINTENANCE FUND	899,728.01	996,570.00	(96,841.99)	90.28%	9.71%
UNIT 16 - MAINTENANCE FUND	1,334,367.18	1,374,841.00	(40,473.82)	97.05%	2.94%
UNIT 16 - DEBT FUND	521,500.66	537,319.00	(15,818.34)	97.05%	2.94%
UNIT 18 - MAINTENANCE FUND	2,055,245.25	2,227,070.00	(171,824.75)	92.28%	7.71%
UNIT 19 - MAINTENANCE FUND	534,953.18	576,040.00	(41,086.82)	92.86%	7.13%
UNIT 19A - MAINTENANCE FUND	40,216.57	41,700.00	(1,483.43)	96.44%	3.55%
UNIT 20 - MAINTENANCE FUND	205,850.20	228,083.00	(22,232.80)	90.25%	9.74%
UNIT 21 - MAINTENANCE FUND	779,122.68	834,032.00	(54,909.32)	93.41%	6.58%
UNIT 23 - MAINTENANCE FUND	304,180.55	326,553.00	(22,372.45)	93.14%	6.85%
UNIT 24 - MAINTENANCE FUND	322,106.37	349,204.00	(27,097.63)	92.24%	7.75%
UNIT 27B - MAINTENANCE FUND	175,400.34	184,181.00	(8,780.66)	95.23%	4.76%
UNIT 27B - DEBT FUND	196,483.04	206,008.00	(9,524.96)	95.37%	4.62%
UNIT 29 - MAINTENANCE FUND	89,462.78	94,897.00	(5,434.22)	94.27%	5.72%
UNIT 31 - MAINTENANCE FUND	851,355.97	929,999.00	(78,643.03)	91.54%	8.45%
UNIT 32 - MAINTENANCE FUND	21,146.07	22,450.00	(1,303.93)	94.19%	5.80%
UNIT 32A - MAINTENANCE FUND	4,611.59	5,000.00	(388.41)	92.23%	7.76%
UNIT 33 - MAINTENANCE FUND	24,963.69	26,474.00	(1,510.31)	94.29%	5.70%
UNIT 34 - MAINTENANCE FUND	168,556.13	198,326.00	(29,769.87)	84.98%	15.01%
UNIT 38 - MAINTENANCE FUND	69,946.47	78,252.00	(8,305.53)	89.38%	10.61%
UNIT 41 - MAINTENANCE FUND	7,036.05	7,841.00	(804.95)	89.73%	10.26%
UNIT 43 - MAINTENANCE FUND	1,027,282.47	1,071,832.00	(44,549.53)	95.84%	4.15%
UNIT 43 - DEBT FUND	1,206,252.07	1,263,141.00	(56,888.93)	95.49%	4.50%
UNIT 44 - MAINTENANCE FUND	112,252.06	124,736.00	(12,483.94)	89.99%	10.00%
UNIT 44 - DEBT FUND	532,694.40	591,937.00	(59,242.60)	89.99%	10.00%
UNIT 45 - MAINTENANCE FUND	434,776.14	471,234.00	(36,457.86)	92.26%	7.73%
Unit 45- Debt Fund	257,996.02	279,630.00	(21,633.98)	92.26%	7.73%
Unit 46 - Maint Fund	43,235.35	45,956.00	(2,720.65)	94.07%	5.92%

Northern Palm Beach County Improvement District
Summary Budget Comparison
From 10/1/2023 Through 9/30/2024

Account Title	YTD Actual	YTD Budget	Difference	% Collected	% Uncollec...
Unit 46 - Debt Service Fund	742,410.45	788,248.00	(45,837.55)	94.18%	5.81%
UNIT 47- MAINTENANCE FUND	54,383.59	58,632.00	(4,248.41)	92.75%	7.24%
UNIT 49- MAINTENANCE FUND	83,915.82	91,167.00	(7,251.18)	92.04%	7.95%
UNIT 51 - MAINTENANCE FUND	35,298.33	42,921.00	(7,622.67)	82.24%	17.75%
Unit 53 - Maintenance Fund	99,857.80	102,971.00	(3,113.20)	96.97%	3.02%
Unit 53 Debt Service Fund	<u>3,102,815.75</u>	<u>3,199,543.00</u>	<u>(96,727.25)</u>	<u>96.97%</u>	<u>3.02%</u>
Report Difference	<u>36,602,303.30</u>	<u>39,215,841.00</u>	<u>(2,613,537.70)</u>	<u>93.34%</u>	<u>6.66%</u>

Northern Palm Beach County Improvement District
Investment Summary
January 31, 2024

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)	\$ 29,952,163	\$ 34,281,476	\$ 28,771,818	35.4%	0.00%	0.00%	0.00%
Alt Ckg (TD Bank)	\$ 3,101,299	\$ 3,093,438	\$ 3,015,857	3.7%	3.00%	3.00%	2.25%
Synovus	\$ -	\$ -	\$ -	0.0%	0.85%	0.85%	0.00%
Dreyfus Govt Cash Mgmt (DR289)	\$ 28,182	\$ 28,057	\$ 7,025,760	0.0%	5.06%	5.23%	4.07%
Dreyfus Pfd MM (DR194)	\$ 33,070	\$ 32,920	\$ 7,036,038	0.0%	5.22%	5.39%	4.20%
Dreyfus Trsy Agy (DR521)	\$ 28,197	\$ 28,072	\$ 7,025,907	0.0%	5.05%	5.23%	4.06%
JP Morgan USTrsy (J3918)	\$ 27,976	\$ 27,853	\$ 7,031,232	0.0%	5.05%	4.69%	3.93%
JP Morgan 100 USTrsy (J3163)	\$ 35,678,822	\$ 35,520,954	\$ -	42.2%	5.05%	4.73%	0.00%
Total Pooled Cash	\$ 68,849,709	\$ 73,012,771	\$ 59,906,611				
Bond Trust Accounts (held with Bank Of New York Mellon):							
Debt Service Funds	\$ 3,565,899	\$ 576,072	\$ 3,711,771	4.2%	5.29%	5.27%	4.19%
Reserve Funds	\$ 10,617,349	\$ 10,573,948	\$ 10,522,122	12.6%	0.00% - 0.25%	0.00% - 0.25%	0.00% - 1.92%
Project Funds	\$ 1,541,181	\$ 1,942,105	\$ 4,501,328	1.8%	4.74%	4.48%	0.00%
Total Trust Monies	\$ 15,724,429	\$ 13,092,124	\$ 18,735,221				
GRAND TOTAL	\$ 84,574,138	\$ 86,104,895	\$ 78,641,832				

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:

Portfolio Composition	LIMITS PER INVESTMENT POLICY		
	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 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	128,063	134,625	(6,562)
Intergovernmental revenues	0	0	0
Investment income	3,703	0	3,703
Miscellaneous	860	0	860
Total Revenues:	<u>132,627</u>	<u>134,625</u>	<u>(1,998)</u>
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	138	752	614
CHEMICAL WEED CONTROL	3,873	15,493	11,620
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	6,414	27,734	21,320
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMTRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
REPAIR & MAINT- RTU GATES	0	2,000	2,000
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	506	565	59
Total Physical Environment	<u>10,930</u>	<u>70,544</u>	<u>59,614</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	532	2,818	2,286
Total Capital outlay	<u>532</u>	<u>2,818</u>	<u>2,286</u>
Total Expenditures:	<u>11,462</u>	<u>73,362</u>	<u>61,900</u>
Excess (deficiency) of revenues over expenditures	<u>121,165</u>	<u>61,263</u>	<u>59,902</u>
Other financing sources (uses):			
Transfers out	(21,793)	(72,763)	50,970
Total Other financing sources (uses):	<u>(21,793)</u>	<u>(72,763)</u>	<u>50,970</u>
Net change in fund balance	99,372	(11,500)	110,872
Fund balances, beginning of year	210,558	0	210,558
Total Fund balances, beginning of year	<u>210,558</u>	<u>0</u>	<u>210,558</u>
Fund balance, end of period	<u>309,930</u>	<u>(11,500)</u>	<u>321,430</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	338,220	378,486	(40,266)
Intergovernmental revenues	0	0	0
Investment income	8,074	0	8,074
Miscellaneous	23,910	0	23,910
Total Revenues:	370,204	378,486	(8,282)
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	335	1,832	1,497
CHEMICAL WEED CONTROL	4,781	19,126	14,345
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	4,073	17,612	13,539
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	4,659	38,646	33,987
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	4,500	4,500
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
R&M- Aerator refurbishments	0	7,000	7,000
REPAIR & MAINT- RTU GATES	0	2,000	2,000
REPAIR & MAINT- WATER CTRL STR	0	15,000	15,000
Other	10,244	31,894	21,650
Total Physical Environment	24,093	152,610	128,517
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	23,000	23,000
Other	2,430	12,884	10,454
Total Capital outlay	2,430	35,884	33,454
Total Expenditures:	26,523	188,494	161,971
Excess (deficiency) of revenues over expenditures	343,681	189,992	153,689
Other financing sources (uses):			
Transfers out	(59,706)	(189,992)	130,286
Total Other financing sources (uses):	(59,706)	(189,992)	130,286
Net change in fund balance	283,975	0	283,975
Fund balances, beginning of year	491,941	0	491,941

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 2
 From 10/1/2023 Through 1/31/2024
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	491,941	0	491,941
Fund balance, end of period	775,916	0	775,916

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2A
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	127,842	143,593	(15,751)
Intergovernmental revenues	0	0	0
Investment income	5,179	0	5,179
Miscellaneous	1,107	0	1,107
Total Revenues:	134,127	143,593	(9,466)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	0	200	200
AUDITORS SERVICES	266	1,452	1,186
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	1,048	4,530	3,482
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMETRY	0	9,000	9,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	3,000	3,000
REPAIR & MAINT - GATE/FENCE	0	3,000	3,000
REPAIR & MAINT- RTU GATES	0	2,000	2,000
REPAIR & MAINT- WATER CTRL STR	0	18,000	18,000
Other	3,136	4,451	1,315
Total Physical Environment	4,450	70,633	66,183
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	4,450	70,633	66,183
Excess (deficiency) of revenues over expenditures	129,677	72,960	56,717
Other financing sources (uses):			
Transfers out	(22,731)	(72,960)	50,229
Total Other financing sources (uses):	(22,731)	(72,960)	50,229
Net change in fund balance	106,946	0	106,946
Fund balances, beginning of year	367,353	0	367,353
Total Fund balances, beginning of year	367,353	0	367,353

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 2A
 From 10/1/2023 Through 1/31/2024
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original		Total Budget Variance - Original
Fund balance, end of period	474,299	0		474,299

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2C
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	369,506	396,934	(27,428)
Intergovernmental revenues	0	0	0
Investment income	8,928	0	8,928
Miscellaneous	13,193	0	13,193
Total Revenues:	391,628	396,934	(5,306)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	605	0	(605)
LEGAL SERVICES	0	2,500	2,500
FINANCIAL CONS./ADVISOR	0	400	400
AUDITORS SERVICES	266	1,456	1,190
CHEMICAL WEED CONTROL	412	1,650	1,238
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	832	3,596	2,764
PRESERVE/EXOTIC MAINT	8,993	146,395	137,402
REPAIR & MAINT-AERATORS	5,436	29,040	23,604
REPAIR & MAINT-PUMP STATN	93	0	(93)
REPAIR & MAINT - GENERAL	13	10,000	9,987
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	30,000	30,000
R&M- Aerator refurbishments	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	4,945	5,890	945
Total Physical Environment	21,596	253,927	232,331
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	40,000	40,000
MACHINERY & EQUIPMENT	0	23,000	23,000
Other	0	0	0
Total Capital outlay	0	63,000	63,000
Total Expenditures:	21,596	316,927	295,331
Excess (deficiency) of revenues over expenditures	370,032	80,007	290,025
Other financing sources (uses):			
Transfers out	(41,567)	(100,007)	58,440
Capital contributions from landowners	950	0	950
Total Other financing sources (uses):	(40,617)	(100,007)	59,390
Net change in fund balance	329,415	(20,000)	349,415
Fund balances, beginning of year	544,864	0	544,864
Total Fund balances, beginning of year	544,864	0	544,864
Fund balance, end of period	874,278	(20,000)	894,278

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2C
From 10/1/2023 Through 1/31/2024
(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 3
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	329,675	372,951	(43,276)
Intergovernmental revenues	0	0	0
Investment income	7,094	0	7,094
Miscellaneous	3,745	0	3,745
Total Revenues:	<u>340,513</u>	<u>372,951</u>	<u>(32,438)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	10,000	10,000
ENGINEERING-PERMITS	272	0	(272)
LEGAL SERVICES	0	1,000	1,000
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	237	1,293	1,056
CHEMICAL WEED CONTROL	7,613	32,923	25,310
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	7,500	30,000	22,500
MOWING & LANDSCAPE MAINTENANCE	10,476	45,322	34,846
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	1,388	14,634	13,246
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	15,840	68,360	52,520
REPAIR & MAINT - GENERAL	0	6,000	6,000
REPAIR & MAINT-TELEMTRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	0	3,500	3,500
REPAIR & MAINT - GATE/FENCE	0	3,000	3,000
Repairs & Maint - Catch Basins	0	3,000	3,000
REPAIR & MAINT- RTU GATES	0	4,000	4,000
REPAIR & MAINT- WATER CTRL STR	165	8,000	7,835
Other	5,258	4,664	(594)
Total Physical Environment	<u>48,748</u>	<u>240,696</u>	<u>191,948</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	3,085	46,000	42,915
Other	671	3,558	2,887
Total Capital outlay	<u>3,756</u>	<u>49,558</u>	<u>45,802</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>52,504</u>	<u>290,254</u>	<u>237,750</u>
Excess (deficiency) of revenues over expenditures	<u>288,009</u>	<u>82,697</u>	<u>205,312</u>
Other financing sources (uses):			
Transfers out	(36,153)	(124,253)	88,100

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Capital contributions from landowners	<u>3,077</u>	<u>11,556</u>	<u>(8,479)</u>
Total Other financing sources (uses):	<u>(33,077)</u>	<u>(112,697)</u>	<u>79,620</u>
Net change in fund balance	254,932	(30,000)	284,932
Fund balances, beginning of year	<u>461,041</u>	<u>0</u>	<u>461,041</u>
Total Fund balances, beginning of year	<u>461,041</u>	<u>0</u>	<u>461,041</u>
Fund balance, end of period	<u><u>715,973</u></u>	<u><u>(30,000)</u></u>	<u><u>745,973</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3A
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	259,059	281,417	(22,358)
Intergovernmental revenues	0	0	0
Investment income	6,540	0	6,540
Miscellaneous	(60)	0	(60)
Total Revenues:	265,539	281,417	(15,878)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	10,000	10,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	1,334	1,500	166
FINANCIAL CONS./ADVISOR	0	200	200
IT Services	0	0	0
AUDITORS SERVICES	242	1,321	1,079
CHEMICAL WEED CONTROL	2,190	9,471	7,281
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	12,784	41,085	28,301
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-ROADS	0	23,000	23,000
REPAIR & MAINT-CULVERTS	0	80,000	80,000
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	10,000	10,000
R&M- Aerator refurbishments	0	14,000	14,000
REPAIR & MAINT- STREET SWEEP	4,529	19,272	14,743
Other	10,753	36,403	25,650
Total Physical Environment	31,832	250,752	218,920
Capital outlay			
MACHINERY & EQUIPMENT	0	23,000	23,000
Total Capital outlay	0	23,000	23,000
Total Expenditures:	31,832	273,752	241,920
Excess (deficiency) of revenues over expenditures	233,707	7,665	226,042
Other financing sources (uses):			
Transfers out	(17,369)	(70,665)	53,296
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(17,369)	(70,665)	53,296
Net change in fund balance	216,339	(63,000)	279,339
Fund balances, beginning of year	424,254	0	424,254
Total Fund balances, beginning of year	424,254	0	424,254
Fund balance, end of period	640,593	(63,000)	703,593

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 4
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	518,479	604,095	(85,616)
Intergovernmental revenues	0	0	0
Investment income	12,318	0	12,318
Miscellaneous	1,670	0	1,670
Total Revenues:	532,467	604,095	(71,628)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	2,372	0	(2,372)
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	395	2,158	1,763
CHEMICAL WEED CONTROL	4,611	19,938	15,327
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	4,500	19,461	14,961
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	24,748	99,621	74,873
REPAIR & MAINT-CANAL/LAKE	0	17,500	17,500
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	0	300,000	300,000
REPAIR & MAINT - GATE/FENCE	0	3,000	3,000
R&M- Aerator refurbishments	0	14,000	14,000
REPAIR & MAINT- RTU GATES	0	6,000	6,000
REPAIR & MAINT- WATER CTRL STR	0	10,000	10,000
Other	21,105	60,408	39,303
Total Physical Environment	57,731	567,586	509,855
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	69,000	69,000
Other	1,867	9,896	8,029
Total Capital outlay	1,867	78,896	77,029
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	59,598	646,482	586,884
Excess (deficiency) of revenues over expenditures	472,869	(42,387)	515,256
Other financing sources (uses):			
Transfers out	(64,672)	(190,828)	126,156
Total Other financing sources (uses):	(64,672)	(190,828)	126,156
Net change in fund balance	408,197	(233,215)	641,412
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 10/1/2023 Through 1/31/2024
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	795,409	0	795,409
Total Fund balances, beginning of year	795,409	0	795,409
Fund balance, end of period	1,203,606	(233,215)	1,436,821

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	531,680	585,505	(53,825)
Intergovernmental revenues	0	0	0
Investment income	12,719	0	12,719
Miscellaneous	40	0	40
Total Revenues:	<u>544,439</u>	<u>585,505</u>	<u>(41,066)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	290	500	210
WATER QUALITY	2,373	4,492	2,119
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	156	855	699
CHEMICAL WEED CONTROL	2,618	10,470	7,852
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	3,254	14,070	10,816
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	25,000	25,000
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	500	500
Other	5,282	5,735	453
Total Physical Environment	<u>13,973</u>	<u>65,122</u>	<u>51,149</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	1,710	9,064	7,354
Total Capital outlay	<u>1,710</u>	<u>9,064</u>	<u>7,354</u>
Principal	0	224,469	224,469
Interest	0	80,399	80,399
Total Expenditures:	<u>15,683</u>	<u>379,054</u>	<u>363,371</u>
Excess (deficiency) of revenues over expenditures	<u>528,756</u>	<u>206,451</u>	<u>322,305</u>
Other financing sources (uses):			
Transfers out	(55,110)	(131,451)	76,341
Total Other financing sources (uses):	<u>(55,110)</u>	<u>(131,451)</u>	<u>76,341</u>
Net change in fund balance	473,647	75,000	398,647
Fund balances, beginning of year	<u>802,936</u>	<u>0</u>	<u>802,936</u>
Total Fund balances, beginning of year	<u>802,936</u>	<u>0</u>	<u>802,936</u>
Fund balance, end of period	<u>1,276,582</u>	<u>75,000</u>	<u>1,201,582</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5A
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	767,767	827,308	(59,541)
Intergovernmental revenues	0	0	0
Investment income	14,609	0	14,609
Miscellaneous	170	0	170
Total Revenues:	782,545	827,308	(44,763)
Expenditures:			
Physical Environment			
ENGINEERING FEES	371	19,000	18,630
ENGINEERING-PERMITS	1,227	0	(1,227)
LEGAL SERVICES	1,392	2,000	608
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	237	1,296	1,059
MARSH MAINT-LITTORAL ZONE	167	18,779	18,612
CHEMICAL WEED CONTROL	9,557	38,229	28,672
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	62,000	62,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	250,000	250,000
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	11,756	22,605	10,849
Total Physical Environment	24,707	427,409	402,702
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	0	0	0
Principal	0	246,990	246,990
Interest	0	127,500	127,500
Total Expenditures:	24,707	801,899	777,192
Excess (deficiency) of revenues over expenditures	757,838	25,409	732,429
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(41,941)	(150,409)	108,468
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(41,941)	(150,409)	108,468
Net change in fund balance	715,897	(125,000)	840,897
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 10/1/2023 Through 1/31/2024
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	839,921	0	839,921
Total Fund balances, beginning of year	839,921	0	839,921
Fund balance, end of period	1,555,818	(125,000)	1,680,818

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5B
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	128,563	146,540	(17,977)
Intergovernmental revenues	0	0	0
Investment income	3,017	0	3,017
Miscellaneous	0	0	0
Total Revenues:	131,580	146,540	(14,960)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	3,000	3,000
LEGAL SERVICES	0	500	500
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	0	200	200
OTHER PROFESSIONAL SVCS	0	235	235
AUDITORS SERVICES	134	731	597
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	1,228	5,309	4,081
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	261	20,000	19,739
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	0	6,000	6,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	578	16,000	15,422
REPAIR & MAINT - GATE/FENCE	0	2,000	2,000
R&M- GENERATORS	1,187	12,500	11,313
REPAIR & MAINT- WATER CTRL STR	0	1,000	1,000
Other	2,204	8,921	6,717
Total Physical Environment	5,592	84,896	79,304
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	31,250	31,250
Other	0	0	0
Total Capital outlay	0	31,250	31,250
Principal	0	0	0
Total Expenditures:	5,592	116,146	110,554
Excess (deficiency) of revenues over expenditures	125,988	30,394	95,594
Other financing sources (uses):			
Transfers out	(19,742)	(52,040)	32,298
Total Other financing sources (uses):	(19,742)	(52,040)	32,298
Net change in fund balance	106,246	(21,646)	127,892
Fund balances, beginning of year	187,447	0	187,447
Total Fund balances, beginning of year	187,447	0	187,447

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 5B
 From 10/1/2023 Through 1/31/2024
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	293,693	(21,646)	315,339

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5C
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	44,983	50,737	(5,754)
Investment income	3,574	0	3,574
Miscellaneous	0	0	0
Total Revenues:	<u>48,558</u>	<u>50,737</u>	<u>(2,179)</u>
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	97	531	434
TRASH DISPOSAL	850	3,400	2,550
MOWING & LANDSCAPE MAINTENANCE	270	1,166	896
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,600	1,600
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	0	7,000	7,000
REPAIR & MAINT - GATE/FENCE	0	1,000	1,000
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	<u>548</u>	<u>848</u>	<u>300</u>
Total Physical Environment	<u>1,765</u>	<u>29,045</u>	<u>27,280</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	12,500	12,500
MACHINERY & EQUIPMENT	0	0	0
Other	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital outlay	<u>0</u>	<u>12,500</u>	<u>12,500</u>
Principal	0	0	0
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>1,765</u>	<u>41,545</u>	<u>39,780</u>
Excess (deficiency) of revenues over expenditures	<u>46,793</u>	<u>9,192</u>	<u>37,601</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(9,525)</u>	<u>(21,692)</u>	<u>12,167</u>
Total Other financing sources (uses):	<u>(9,525)</u>	<u>(21,692)</u>	<u>12,167</u>
Net change in fund balance	37,268	(12,500)	49,768
Fund balances, beginning of year	<u>272,040</u>	<u>0</u>	<u>272,040</u>
Total Fund balances, beginning of year	<u>272,040</u>	<u>0</u>	<u>272,040</u>
Fund balance, end of period	<u>309,308</u>	<u>(12,500)</u>	<u>321,808</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5D
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	118,293	131,701	(13,408)
Intergovernmental revenues	0	0	0
Investment income	3,952	0	3,952
Miscellaneous	0	0	0
Total Revenues:	122,245	131,701	(9,456)
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
OTHER PROFESSIONAL SVCS	0	272	272
Special Legislative Activities	0	0	0
AUDITORS SERVICES	154	840	686
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	641	2,771	2,130
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
REPAIR & MAINT-PUMP STATN	111	20,000	19,889
REPAIR & MAINT-CANAL/LAKE	0	7,500	7,500
REPAIR & MAINT-BLDG	0	3,000	3,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	578	18,000	17,422
REPAIR & MAINT - GATE/FENCE	0	2,500	2,500
R&M- GENERATORS	0	12,500	12,500
REPAIR & MAINT- WATER CTRL STR	0	1,600	1,600
Other	2,240	6,820	4,580
Total Physical Environment	3,724	83,303	79,579
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	61,250	61,250
Total Capital outlay	0	61,250	61,250
Total Expenditures:	3,724	144,553	140,829
Excess (deficiency) of revenues over expenditures	118,522	(12,852)	131,374
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(15,519)	(48,398)	32,879
Total Other financing sources (uses):	(15,519)	(48,398)	32,879
Net change in fund balance	103,003	(61,250)	164,253
Fund balances, beginning of year	272,622	0	272,622
Total Fund balances, beginning of year	272,622	0	272,622

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 5D
 From 10/1/2023 Through 1/31/2024
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	375,625	(61,250)	436,875

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 7
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	115,236	125,999	(10,763)
Intergovernmental revenues	0	0	0
Investment income	5,613	0	5,613
Miscellaneous	8,698	0	8,698
Total Revenues:	<u>129,546</u>	<u>125,999</u>	<u>3,547</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	4,513	4,513
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	124	675	551
CHEMICAL WEED CONTROL	1,447	5,789	4,342
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,200	1,200
MOWING & LANDSCAPE MAINTENANCE	3,895	16,842	12,947
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	1,000	1,000
REPAIR & MAINT - GATE/FENCE	0	2,000	2,000
REPAIR & MAINT- WATER CTRL STR	0	1,000	1,000
Other	1,257	1,570	313
Total Physical Environment	<u>6,723</u>	<u>42,089</u>	<u>35,366</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	10,000	10,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	589	3,122	2,533
Total Capital outlay	<u>589</u>	<u>13,122</u>	<u>12,533</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>7,312</u>	<u>55,211</u>	<u>47,899</u>
Excess (deficiency) of revenues over expenditures	<u>122,235</u>	<u>70,788</u>	<u>51,447</u>
Other financing sources (uses):			
Transfers out	(20,483)	(70,788)	50,305
Total Other financing sources (uses):	<u>(20,483)</u>	<u>(70,788)</u>	<u>50,305</u>
Net change in fund balance	101,752	0	101,752
Fund balances, beginning of year	409,013	0	409,013
Total Fund balances, beginning of year	<u>409,013</u>	<u>0</u>	<u>409,013</u>

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 7
 From 10/1/2023 Through 1/31/2024
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	510,765	0	510,765

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	123,975	135,931	(11,956)
Intergovernmental revenues	0	0	0
Investment income	5,131	0	5,131
Miscellaneous	(80)	0	(80)
Total Revenues:	129,026	135,931	(6,905)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	6,549	6,549
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	129	705	576
CHEMICAL WEED CONTROL	982	3,930	2,948
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	1,400	6,056	4,656
SUPERVISORS EXPENSES	0	0	0
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,500	5,500
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMTRY	0	12,000	12,000
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
REPAIR & MAINT - IRRIGATION	0	0	0
REPAIR & MAINT- RTU GATES	0	6,000	6,000
REPAIR & MAINT- WATER CTRL STR	500	4,000	3,500
Other	1,310	1,665	355
Total Physical Environment	4,321	75,405	71,084
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	4,705	0	(4,705)
Other	346	1,835	1,489
Total Capital outlay	5,051	1,835	(3,216)
Interest	0	0	0
Total Expenditures:	9,373	77,240	67,867
Excess (deficiency) of revenues over expenditures	119,654	58,691	60,963
Other financing sources (uses):			
Transfers out	(23,158)	(78,691)	55,533

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9
From 10/1/2023 Through 1/31/2024
(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>(23,158)</u>	<u>(78,691)</u>	<u>55,533</u>
Net change in fund balance	96,495	(20,000)	116,495
Fund balances, beginning of year	<u>367,166</u>	<u>0</u>	<u>367,166</u>
Total Fund balances, beginning of year	<u>367,166</u>	<u>0</u>	<u>367,166</u>
Fund balance, end of period	<u>463,661</u>	<u>(20,000)</u>	<u>483,661</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	1,013,419	1,146,109	(132,690)
Intergovernmental revenues	0	0	0
Investment income	19,397	0	19,397
Miscellaneous	416	0	416
Total Revenues:	1,033,232	1,146,109	(112,877)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	2,000	2,000
WATER QUALITY	0	2,384	2,384
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	751	4,101	3,350
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	9,903	42,510	32,607
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	2,906	12,568	9,662
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	54,304	239,670	185,366
UPLAND MAINTENANCE	5,326	34,850	29,524
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	36,817	111,816	74,999
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-ROADS	0	50,000	50,000
REPAIR & MAINT-CULVERTS	0	50,000	50,000
REPAIR & MAINT - GATE/FENCE	0	3,000	3,000
R&M- Aerator refurbishments	0	14,000	14,000
R & M PRESERVE STRUCTURES	0	150,000	150,000
REPAIR & MAINT- RTU GATES	0	1,000	1,000
REPAIR & MAINT- WATER CTRL STR	0	25,000	25,000
Other	39,363	133,194	93,831
Total Physical Environment	149,370	905,593	756,223
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	20,000	20,000
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
MACHINERY & EQUIPMENT	0	69,000	69,000
Other	0	0	0
Total Capital outlay	0	89,000	89,000

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Principal	0	0	0
Total Expenditures:	149,370	994,593	845,223
Excess (deficiency) of revenues over expenditures	883,862	151,516	732,346
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(74,937)	(241,516)	166,579
Total Other financing sources (uses):	(74,937)	(241,516)	166,579
Net change in fund balance	808,925	(90,000)	898,925
Fund balances, beginning of year	1,186,990	0	1,186,990
Total Fund balances, beginning of year	1,186,990	0	1,186,990
Fund balance, end of period	1,995,915	(90,000)	2,085,915

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	817,923	930,539	(112,616)
Intergovernmental revenues	0	0	0
Investment income	15,367	0	15,367
Miscellaneous	0	0	0
Total Revenues:	833,290	930,539	(97,249)
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	0	200	200
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	586	3,199	2,614
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	4,231	18,161	13,930
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	609	2,635	2,026
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	54,304	239,670	185,366
UPLAND MAINTENANCE	13,019	85,190	72,171
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	17,251	46,341	29,090
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	8,000	8,000
REPAIR & MAINT-TELEMETRY	178	5,000	4,822
REPAIR & MAINT-ROADS	0	50,000	50,000
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	3,000	3,000
R&M- Aerator refurbishments	0	7,000	7,000
R & M PRESERVE STRUCTURES	9,824	150,000	140,176
REPAIR & MAINT- RTU GATES	0	5,000	5,000
REPAIR & MAINT- WATER CTRL STR	0	8,000	8,000
R&M- PRESERVE STRUCTURE/INLETS	25	0	(25)
Other	24,306	82,549	58,243
Total Physical Environment	124,333	751,945	627,612
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	20,000	20,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	23,000	23,000
Other	0	0	0
Total Capital outlay	0	43,000	43,000
Principal	0	0	0
Total Expenditures:	124,333	794,945	670,612

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2023 Through 1/31/2024
(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>708,958</u>	<u>135,594</u>	<u>573,364</u>
Other financing sources (uses):			
Transfers out	<u>(57,784)</u>	<u>(178,594)</u>	<u>120,810</u>
Total Other financing sources (uses):	<u>(57,784)</u>	<u>(178,594)</u>	<u>120,810</u>
Net change in fund balance	651,174	(43,000)	694,174
Fund balances, beginning of year	<u>935,153</u>	<u>0</u>	<u>935,153</u>
Total Fund balances, beginning of year	<u>935,153</u>	<u>0</u>	<u>935,153</u>
Fund balance, end of period	<u>1,586,327</u>	<u>(43,000)</u>	<u>1,629,327</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	2,668,150	3,062,555	(394,405)
Intergovernmental revenues	0	0	0
Investment income	40,152	0	40,152
Miscellaneous	2,860	0	2,860
Total Revenues:	2,711,162	3,062,555	(351,393)
Expenditures:			
Physical Environment			
ENGINEERING FEES	12,953	54,000	41,047
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	5,000	5,000
WATER QUALITY	3,275	17,390	14,115
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	1,333	1,333
AUDITORS SERVICES	2,058	11,242	9,184
MARSH MAINT-LITTORAL ZONE	130,769	525,150	394,381
CHEMICAL WEED CONTROL	82,984	331,937	248,953
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	8,021	34,683	26,662
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	6,460	6,460
PRESERVE/EXOTIC MAINT	10,712	109,250	98,538
REPAIR & MAINT-AERATORS	58,469	254,110	195,641
REPAIR & MAINT-PUMP STATN	3,833	55,000	51,167
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	3,000	47,000	44,000
REPAIR & MAINT-BLDG	975	6,000	5,025
REPAIR & MAINT - GENERAL	0	15,000	15,000
REPAIR & MAINT-TELEMTRY	1,564	10,500	8,936
REPAIR & MAINT-ROADS	56,127	130,000	73,873
REPAIR & MAINT-CULVERTS	0	100,000	100,000
REPAIR & MAINT - GATE/FENCE	0	5,000	5,000
R & M - HVAC REPAIRS	0	0	0
Repairs & Maint - Catch Basins	0	160,000	160,000
R&M- Aerator refurbishments	0	35,000	35,000
R&M- GENERATORS	0	17,500	17,500
REPAIR & MAINT- RTU GATES	0	2,000	2,000
REPAIR & MAINT- WATER CTRL STR	0	4,500	4,500
R&M- PRESERVE STRUCTURE/INLETS	0	2,080	2,080
Other	81,064	268,540	187,476
Total Physical Environment	455,804	2,209,675	1,753,871
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	155,178	0	(155,178)
CULVERTS/STRUCTURES	0	0	0

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
MACHINERY & EQUIPMENT	28,088	202,500	174,412
Other	<u>1,835</u>	<u>8,403</u>	<u>6,568</u>
Total Capital outlay	185,101	210,903	25,802
Principal	0	179,522	179,522
Interest	<u>0</u>	<u>16,983</u>	<u>16,983</u>
Total Expenditures:	<u>640,905</u>	<u>2,617,083</u>	<u>1,976,178</u>
Excess (deficiency) of revenues over expenditures	<u>2,070,257</u>	<u>445,472</u>	<u>1,624,785</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(227,674)	(695,472)	467,798
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(227,674)</u>	<u>(695,472)</u>	<u>467,798</u>
Net change in fund balance	1,842,583	(250,000)	2,092,583
Fund balances, beginning of year	<u>2,362,653</u>	<u>0</u>	<u>2,362,653</u>
Total Fund balances, beginning of year	<u>2,362,653</u>	<u>0</u>	<u>2,362,653</u>
Fund balance, end of period	<u>4,205,236</u>	<u>(250,000)</u>	<u>4,455,236</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	66,443	75,540	(9,097)
Intergovernmental revenues	0	0	0
Investment income	2,803	0	2,803
Miscellaneous	68	0	68
Total Revenues:	69,314	75,540	(6,226)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	63	346	283
CHEMICAL WEED CONTROL	49	194	145
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	782	3,381	2,599
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
REPAIR & MAINT- RTU GATES	0	2,000	2,000
REPAIR & MAINT- WATER CTRL STR	0	4,000	4,000
Other	664	754	90
Total Physical Environment	1,558	20,175	18,617
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	10,000	10,000
MACHINERY & EQUIPMENT	0	0	0
Other	394	2,088	1,694
Total Capital outlay	394	12,088	11,694
Total Expenditures:	1,952	32,263	30,311
Excess (deficiency) of revenues over expenditures	67,362	43,277	24,085
Other financing sources (uses):			
Transfers out	(16,800)	(53,277)	36,477
Total Other financing sources (uses):	(16,800)	(53,277)	36,477
Net change in fund balance	50,562	(10,000)	60,562
Fund balances, beginning of year	196,182	0	196,182
Total Fund balances, beginning of year	196,182	0	196,182
Fund balance, end of period	246,744	(10,000)	256,744

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12
From 10/1/2023 Through 1/31/2024
(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 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	22,958	26,188	(3,230)
Intergovernmental revenues	0	0	0
Investment income	1,583	0	1,583
Miscellaneous	0	0	0
Total Revenues:	<u>24,541</u>	<u>26,188</u>	<u>(1,647)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	25	138	113
CHEMICAL WEED CONTROL	290	1,255	965
TRASH DISPOSAL	0	1,500	1,500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	309	7,994	7,685
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	859	2,989	2,130
Total Physical Environment	<u>1,484</u>	<u>18,876</u>	<u>17,392</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>1,484</u>	<u>18,876</u>	<u>17,392</u>
Excess (deficiency) of revenues over expenditures	<u>23,058</u>	<u>7,312</u>	<u>15,746</u>
Other financing sources (uses):			
Transfers out	(2,633)	(10,812)	8,179
Total Other financing sources (uses):	<u>(2,633)</u>	<u>(10,812)</u>	<u>8,179</u>
Net change in fund balance	20,425	(3,500)	23,925
Fund balances, beginning of year	118,843	0	118,843
Total Fund balances, beginning of year	<u>118,843</u>	<u>0</u>	<u>118,843</u>
Fund balance, end of period	<u>139,267</u>	<u>(3,500)</u>	<u>142,767</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	812,020	972,528	(160,508)
Intergovernmental revenues	0	0	0
Investment income	12,456	0	12,456
Miscellaneous	43,210	0	43,210
Total Revenues:	867,686	972,528	(104,842)
Expenditures:			
Physical Environment			
ENGINEERING FEES	98	1,000	903
ENGINEERING-PERMITS	1,574	0	(1,574)
LEGAL SERVICES	4,367	5,000	633
WATER QUALITY	863	5,480	4,617
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	507	507
AUDITORS SERVICES	713	3,898	3,185
CHEMICAL WEED CONTROL	9,875	42,702	32,827
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	2,331	10,079	7,748
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	33,162	166,474	133,312
REPAIR & MAINT-PUMP STATN	2,211	20,000	17,789
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-BLDG	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMTRY	578	6,000	5,422
REPAIR & MAINT-CULVERTS	0	40,000	40,000
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
R&M- Aerator refurbishments	0	28,000	28,000
R&M- GENERATORS	0	12,500	12,500
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	49,797	194,582	144,785
Total Physical Environment	105,568	552,722	447,154
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	196,589	0	(196,589)
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	115,500	115,500
Other	279	1,478	1,199
Total Capital outlay	196,868	116,978	(79,890)
Principal	0	96,407	96,407
Interest	0	9,120	9,120
Total Expenditures:	302,436	775,227	472,791
Excess (deficiency) of revenues over expenditures	565,250	197,301	367,949

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2023 Through 1/31/2024
(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	(66,092)	(181,097)	115,005
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(66,092)</u>	<u>(181,097)</u>	<u>115,005</u>
Net change in fund balance	499,158	16,204	482,954
Fund balances, beginning of year	<u>781,249</u>	<u>0</u>	<u>781,249</u>
Total Fund balances, beginning of year	<u>781,249</u>	<u>0</u>	<u>781,249</u>
Fund balance, end of period	<u><u>1,280,407</u></u>	<u><u>16,204</u></u>	<u><u>1,264,203</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 15
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	880,311	1,011,979	(131,668)
Intergovernmental revenues	0	0	0
Investment income	17,186	0	17,186
Miscellaneous	1,240	0	1,240
Total Revenues:	<u>898,737</u>	<u>1,011,979</u>	<u>(113,242)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,200	1,200
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	646	3,532	2,886
CHEMICAL WEED CONTROL	18,967	82,018	63,051
MOWING SERVICES	0	0	0
TRASH DISPOSAL	7,500	30,000	22,500
MOWING & LANDSCAPE MAINTENANCE	3,373	14,587	11,214
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	29,034	193,608	164,574
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	25,000	25,000
REPAIR & MAINT - GENERAL	0	15,000	15,000
REPAIR & MAINT-TELEMETRY	179	6,000	5,821
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	30,000	30,000
REPAIR & MAINT - GATE/FENCE	0	3,500	3,500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	28,000	28,000
REPAIR & MAINT- RTU GATES	0	6,000	6,000
REPAIR & MAINT- WATER CTRL STR	0	11,000	11,000
Other	64,536	216,230	151,694
Total Physical Environment	<u>124,235</u>	<u>670,675</u>	<u>546,440</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	501,500	501,500
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	92,000	92,000
Other	1,090	5,779	4,689
Total Capital outlay	<u>1,090</u>	<u>599,279</u>	<u>598,189</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>125,325</u>	<u>1,269,954</u>	<u>1,144,629</u>
Excess (deficiency) of revenues over expenditures	<u>773,411</u>	<u>(257,975)</u>	<u>1,031,386</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 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Transfers out	(57,795)	(176,125)	118,330
Total Other financing sources (uses):	(57,795)	(176,125)	118,330
Net change in fund balance	715,617	(434,100)	1,149,717
Fund balances, beginning of year			
	<u>1,024,729</u>	<u>0</u>	<u>1,024,729</u>
Total Fund balances, beginning of year	<u>1,024,729</u>	<u>0</u>	<u>1,024,729</u>
Fund balance, end of period	<u><u>1,740,345</u></u>	<u><u>(434,100)</u></u>	<u><u>2,174,445</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	1,272,662	1,321,965	(49,303)
Intergovernmental revenues	0	0	0
Investment income	26,782	0	26,782
Miscellaneous	15,379	0	15,379
Total Revenues:	<u>1,314,823</u>	<u>1,321,965</u>	<u>(7,142)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	20	40,000	39,981
ENGINEERING-PERMITS	5,620	0	(5,620)
ENVIRONMENTAL LIASON	6,039	25,031	18,992
LEGAL SERVICES	6,293	15,000	8,707
WATER QUALITY	0	5,698	5,698
FINANCIAL CONS./ADVISOR	0	200	200
AUDITORS SERVICES	833	4,550	3,717
MARSH MAINT-LITTORAL ZONE	167	6,386	6,219
CHEMICAL WEED CONTROL	10,624	42,494	31,870
MOWING SERVICES	0	0	0
SECURITY SERVICES	192,221	461,331	269,110
TRASH DISPOSAL	0	5,000	5,000
MOWING & LANDSCAPE MAINTENANCE	10,729	46,395	35,666
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	206	26,220	26,015
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	20,000	20,000
REPAIR & MAINT - GENERAL	0	7,500	7,500
REPAIR & MAINT-TELEMTRY	0	1,000	1,000
REPAIR & MAINT-ROADS	20,023	340,000	319,977
REPAIR & MAINT-CULVERTS	0	30,000	30,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	100,000	100,000
REPAIR & MAINT- STREET SWEEP	1,590	6,876	5,286
REPAIR & MAINT- WATER CTRL STR	0	5,000	5,000
Other	16,291	20,978	4,687
Total Physical Environment	<u>270,655</u>	<u>1,210,159</u>	<u>939,504</u>
Capital outlay			
ROADS/BRIDGES	0	550,000	550,000
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
Other	601	3,186	2,585
Total Capital outlay	<u>601</u>	<u>553,186</u>	<u>552,585</u>
Principal	0	0	0
Total Expenditures:	<u>271,255</u>	<u>1,763,345</u>	<u>1,492,090</u>
Excess (deficiency) of revenues over expenditures	<u>1,043,568</u>	<u>(441,380)</u>	<u>1,484,948</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2023 Through 1/31/2024
(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	(69,226)	(238,620)	169,394
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(69,226)</u>	<u>(238,620)</u>	<u>169,394</u>
Net change in fund balance	974,342	(680,000)	1,654,342
Fund balances, beginning of year	1,708,189	0	1,708,189
Total Fund balances, beginning of year	<u>1,708,189</u>	<u>0</u>	<u>1,708,189</u>
Fund balance, end of period	<u><u>2,682,531</u></u>	<u><u>(680,000)</u></u>	<u><u>3,362,531</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	1,893,413	2,141,417	(248,004)
Intergovernmental revenues	0	229,500	(229,500)
Investment income	38,391	0	38,391
Miscellaneous	1,170	0	1,170
Total Revenues:	<u>1,932,974</u>	<u>2,370,917</u>	<u>(437,943)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	14,650	36,000	21,350
ENGINEERING-PERMITS	98	0	(98)
LEGAL SERVICES	2,030	18,000	15,970
LEGAL - SPECIAL SERVICES	0	0	0
WATER QUALITY	268,612	378,187	109,575
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	545	545
AUDITORS SERVICES	1,442	7,880	6,438
MARSH MAINT-LITTORAL ZONE	94,970	411,018	316,048
CHEMICAL WEED CONTROL	48,264	193,057	144,793
TRASH DISPOSAL	295	1,300	1,005
MOWING & LANDSCAPE MAINTENANCE	3,890	16,822	12,932
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	24,718	24,718
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	45,988	189,135	143,147
REPAIR & MAINT-PUMP STATN	27,031	55,000	27,969
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	0	2,000	2,000
REPAIR & MAINT - GENERAL	0	15,000	15,000
REPAIR & MAINT-TELEMETRY	1,392	37,000	35,608
REPAIR & MAINT-ROADS	0	175,000	175,000
REPAIR & MAINT-CULVERTS	7,969	40,000	32,031
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
Repairs & Maint - Catch Basins	0	100,000	100,000
R&M- Aerator refurbishments	0	28,000	28,000
R&M- GENERATORS	0	17,500	17,500
REPAIR & MAINT- STREET SWEEP	9,238	29,655	20,417
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	75,316	266,258	190,942
Total Physical Environment	<u>601,185</u>	<u>2,056,575</u>	<u>1,455,390</u>
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	97,500	97,500
Other	570	3,020	2,450
Total Capital outlay	<u>570</u>	<u>100,520</u>	<u>99,950</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Principal	0	49,398	49,398
Interest	0	25,500	25,500
Total Expenditures:	601,754	2,231,993	1,630,239
Excess (deficiency) of revenues over expenditures	1,331,220	138,924	1,192,296
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(126,675)	(371,770)	245,095
Capital contributions from landowners	8,292	22,047	(13,755)
Total Other financing sources (uses):	(118,383)	(349,723)	231,340
Net change in fund balance	1,212,837	(210,799)	1,423,636
Fund balances, beginning of year	2,303,636	0	2,303,636
Total Fund balances, beginning of year	2,303,636	0	2,303,636
Fund balance, end of period	3,516,474	(210,799)	3,727,273

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	500,069	553,885	(53,816)
Intergovernmental revenues	0	0	0
Investment income	9,504	0	9,504
Miscellaneous	1,010	0	1,010
Total Revenues:	<u>510,583</u>	<u>553,885</u>	<u>(43,302)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	2,811	14,762	11,951
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	370	2,020	1,650
MARSH MAINT-LITTORAL ZONE	167	26,665	26,498
CHEMICAL WEED CONTROL	7,641	30,563	22,922
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	1,278	5,526	4,248
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	20,706	20,706
REPAIR & MAINT-AERATORS	7,525	85,365	77,840
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	7,000	7,000
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
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	0	7,000	7,000
REPAIR & MAINT- RTU GATES	0	4,000	4,000
REPAIR & MAINT- WATER CTRL STR	0	4,000	4,000
Other	<u>33,152</u>	<u>95,712</u>	<u>62,560</u>
Total Physical Environment	<u>52,944</u>	<u>335,819</u>	<u>282,875</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	20,000	20,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	92,000	92,000
Other	<u>348</u>	<u>1,845</u>	<u>1,497</u>
Total Capital outlay	<u>348</u>	<u>113,845</u>	<u>113,497</u>
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>53,292</u>	<u>449,664</u>	<u>396,372</u>
Excess (deficiency) of revenues over expenditures	<u>457,291</u>	<u>104,221</u>	<u>353,070</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 10/1/2023 Through 1/31/2024
(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>(35,565)</u>	<u>(124,221)</u>	<u>88,656</u>
Total Other financing sources (uses):	<u>(35,565)</u>	<u>(124,221)</u>	<u>88,656</u>
Net change in fund balance	421,726	(20,000)	441,726
Fund balances, beginning of year	560,369	0	560,369
Total Fund balances, beginning of year	<u>560,369</u>	<u>0</u>	<u>560,369</u>
Fund balance, end of period	<u><u>982,095</u></u>	<u><u>(20,000)</u></u>	<u><u>1,002,095</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19A
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	37,452	40,096	(2,644)
Investment income	6,030	0	6,030
Miscellaneous	0	0	0
Total Revenues:	<u>43,482</u>	<u>40,096</u>	<u>3,386</u>
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	16	88	72
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	0	0	0
Other	375	397	22
Total Physical Environment	<u>391</u>	<u>11,985</u>	<u>11,594</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	15,000	15,000
Total Capital outlay	<u>0</u>	<u>15,000</u>	<u>15,000</u>
Total Expenditures:	<u>391</u>	<u>26,985</u>	<u>26,594</u>
Excess (deficiency) of revenues over expenditures	<u>43,091</u>	<u>13,111</u>	<u>29,980</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(6,297)	(17,611)	11,314
Total Other financing sources (uses):	<u>(6,297)</u>	<u>(17,611)</u>	<u>11,314</u>
Net change in fund balance	36,793	(4,500)	41,293
Fund balances, beginning of year	<u>471,285</u>	<u>0</u>	<u>471,285</u>
Total Fund balances, beginning of year	<u>471,285</u>	<u>0</u>	<u>471,285</u>
Fund balance, end of period	<u>508,079</u>	<u>(4,500)</u>	<u>512,579</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 20
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	197,913	228,772	(30,859)
Intergovernmental revenues	0	0	0
Investment income	5,219	0	5,219
Miscellaneous	2,185	0	2,185
Total Revenues:	205,317	228,772	(23,455)
Expenditures:			
Physical Environment			
ENGINEERING FEES	15,381	5,000	(10,381)
ENGINEERING-PERMITS	250	0	(250)
LEGAL SERVICES	1,131	1,000	(131)
SPECIAL SERVICES	0	0	0
WATER QUALITY	526	1,577	1,051
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	103	562	459
CHEMICAL WEED CONTROL	1,746	7,550	5,804
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	2,500	12,000	9,500
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT - GATE/FENCE	0	1,000	1,000
Repairs & Maint - Catch Basins	0	5,000	5,000
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	1,885	2,173	288
Total Physical Environment	23,521	49,362	25,841
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	51,400	20,000	(31,400)
CULVERTS/STRUCTURES	0	0	0
Other	94	498	404
Total Capital outlay	51,494	20,498	(30,996)
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	75,015	69,860	(5,155)
Excess (deficiency) of revenues over expenditures	130,303	158,912	(28,609)
Other financing sources (uses):			
Transfers out	(16,610)	(43,912)	27,302
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):	(16,610)	(43,912)	27,302
Net change in fund balance	113,692	115,000	(1,308)
Fund balances, beginning of year	328,176	0	328,176

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 20
 From 10/1/2023 Through 1/31/2024
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	328,176	0	328,176
Fund balance, end of period	441,869	115,000	326,869

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	729,506	801,955	(72,449)
Intergovernmental revenues	0	0	0
Investment income	8,296	0	8,296
Miscellaneous	190	0	190
Total Revenues:	737,993	801,955	(63,962)
Expenditures:			
Physical Environment			
ENGINEERING FEES	6,000	10,000	4,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,500	1,500
WATER QUALITY	1,359	8,953	7,595
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	235	235
AUDITORS SERVICES	484	2,647	2,163
MARSH MAINT-LITTORAL ZONE	31,760	132,236	100,476
CHEMICAL WEED CONTROL	12,858	51,432	38,574
MOWING & LANDSCAPE MAINTENANCE	74	321	247
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	115,223	203,205	87,982
REPAIR & MAINT-AERATORS	1,648	52,940	51,292
REPAIR & MAINT-PUMP STATN	366	10,000	9,634
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	12,500	12,500
REPAIR & MAINT-BLDG	0	2,000	2,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMETRY	407	10,000	9,593
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	10,000	10,000
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
R&M- GENERATORS	0	12,500	12,500
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
R&M- PRESERVE STRUCTURE/INLETS	0	2,080	2,080
Other	12,325	29,753	17,428
Total Physical Environment	182,504	559,802	377,298
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	31,250	31,250
Other	74	392	318
Total Capital outlay	74	31,642	31,568
Principal	0	24,699	24,699
Interest	0	12,750	12,750
Total Expenditures:	182,578	628,893	446,315

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2023 Through 1/31/2024
(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>555,415</u>	<u>173,062</u>	<u>382,353</u>
Other financing sources (uses):			
Transfers out	(67,566)	(222,708)	155,142
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(67,566)</u>	<u>(222,708)</u>	<u>155,142</u>
Net change in fund balance	487,849	(49,646)	537,495
Fund balances, beginning of year	<u>424,374</u>	<u>0</u>	<u>424,374</u>
Total Fund balances, beginning of year	<u>424,374</u>	<u>0</u>	<u>424,374</u>
Fund balance, end of period	<u>912,223</u>	<u>(49,646)</u>	<u>961,869</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 23
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	288,231	322,542	(34,311)
Intergovernmental revenues	0	0	0
Investment income	5,513	0	5,513
Miscellaneous	380	0	380
Total Revenues:	294,124	322,542	(28,418)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	87	500	413
WATER QUALITY	261	1,568	1,307
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	230	1,258	1,028
MARSH MAINT-LITTORAL ZONE	2,336	36,805	34,469
CHEMICAL WEED CONTROL	9,724	38,896	29,172
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	150	648	498
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	1,771	115,031	113,260
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-TELEMETRY	70	1,000	930
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	100,000	100,000
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
REPAIR & MAINT- RTU GATES	0	2,000	2,000
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
R&M- PRESERVE STRUCTURE/INLETS	0	2,912	2,912
Other	2,878	3,440	562
Total Physical Environment	17,508	318,058	300,550
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	173	919	746
Total Capital outlay	173	919	746
Total Expenditures:	17,682	318,977	301,295
Excess (deficiency) of revenues over expenditures	276,442	3,565	272,877
Other financing sources (uses):			
Transfers out	(24,566)	(83,565)	58,999

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 23
From 10/1/2023 Through 1/31/2024
(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>(24,566)</u>	<u>(83,565)</u>	<u>58,999</u>
Net change in fund balance	251,876	(80,000)	331,876
Fund balances, beginning of year	<u>327,633</u>	<u>0</u>	<u>327,633</u>
Total Fund balances, beginning of year	<u>327,633</u>	<u>0</u>	<u>327,633</u>
Fund balance, end of period	<u>579,509</u>	<u>(80,000)</u>	<u>659,509</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 24
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	294,864	335,774	(40,910)
Intergovernmental revenues	0	0	0
Investment income	11,603	0	11,603
Miscellaneous	73	0	73
Total Revenues:	306,540	335,774	(29,234)
Expenditures:			
Physical Environment			
ENGINEERING FEES	4,000	11,500	7,500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	116	1,000	884
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	272	272
AUDITORS SERVICES	267	1,461	1,194
MARSH MAINT-LITTORAL ZONE	167	48,071	47,904
CHEMICAL WEED CONTROL	9,800	39,200	29,400
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	5,771	24,956	19,185
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	24,157	24,157
REPAIR & MAINT-AERATORS	195	7,994	7,799
REPAIR & MAINT-PUMP STATN	111	20,000	19,889
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	113,500	113,500
REPAIR & MAINT-BLDG	0	2,000	2,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	578	5,000	4,422
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	60,000	60,000
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	0	0
R&M- GENERATORS	0	12,500	12,500
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	5,501	13,395	7,894
Total Physical Environment	26,506	399,506	373,000
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	150,000	150,000
MACHINERY & EQUIPMENT	0	61,250	61,250
Other	107	567	460
Total Capital outlay	107	211,817	211,710
Principal	0	0	0
Total Expenditures:	26,613	611,323	584,710

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 24
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Excess (deficiency) of revenues over expenditures	279,927	(275,549)	555,476
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(36,977)	(115,701)	78,724
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(36,977)	(115,701)	78,724
Net change in fund balance	242,950	(391,250)	634,200
Fund balances, beginning of year	829,074	0	829,074
Total Fund balances, beginning of year	829,074	0	829,074
Fund balance, end of period	1,072,024	(391,250)	1,463,274

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 27B
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	162,524	177,097	(14,573)
Investment income	4,800	0	4,800
Miscellaneous	350	0	350
Total Revenues:	167,674	177,097	(9,423)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
LEGAL SERVICES	440	500	60
FINANCIAL CONS./ADVISOR	0	200	200
AUDITORS SERVICES	281	1,533	1,252
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	167	7,512	7,345
CHEMICAL WEED CONTROL	1,391	5,562	4,171
TRASH DISPOSAL	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	9,292	69,021	59,729
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
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	0	15,000	15,000
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	2,975	2,778	(197)
Total Physical Environment	14,546	120,106	105,560
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	133	703	570
Total Capital outlay	133	703	570
Total Expenditures:	14,679	120,809	106,130
Excess (deficiency) of revenues over expenditures	152,996	56,288	96,708
Other financing sources (uses):			
Transfers out	(16,732)	(56,288)	39,556
Total Other financing sources (uses):	(16,732)	(56,288)	39,556
Net change in fund balance	136,263	0	136,263
Fund balances, beginning of year	329,693	0	329,693
Total Fund balances, beginning of year	329,693	0	329,693
Fund balance, end of period	465,957	0	465,957

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 29
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	84,143	91,247	(7,104)
Intergovernmental revenues	0	0	0
Investment income	1,406	0	1,406
Miscellaneous	0	0	0
Total Revenues:	<u>85,548</u>	<u>91,247</u>	<u>(5,699)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
LEGAL SERVICES	0	500	500
WATER QUALITY	261	1,568	1,307
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	3,000	0	(3,000)
AUDITORS SERVICES	54	295	241
MARSH MAINT-LITTORAL ZONE	167	6,386	6,219
CHEMICAL WEED CONTROL	2,813	11,252	8,439
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	30,820	30,820
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
Other	841	903	62
Total Physical Environment	<u>7,137</u>	<u>52,724</u>	<u>45,587</u>
Capital outlay	32	171	139
Principal	0	8,233	8,233
Interest	0	4,250	4,250
Total Expenditures:	<u>7,169</u>	<u>65,378</u>	<u>58,209</u>
Excess (deficiency) of revenues over expenditures	<u>78,379</u>	<u>25,869</u>	<u>52,510</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(7,588)	(25,869)	18,281
Total Other financing sources (uses):	<u>(7,588)</u>	<u>(25,869)</u>	<u>18,281</u>
Net change in fund balance	70,791	0	70,791
Fund balances, beginning of year	<u>80,991</u>	<u>0</u>	<u>80,991</u>
Total Fund balances, beginning of year	<u>80,991</u>	<u>0</u>	<u>80,991</u>
Fund balance, end of period	<u>151,782</u>	<u>0</u>	<u>151,782</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	777,344	894,231	(116,887)
Intergovernmental revenues	0	0	0
Investment income	25,259	0	25,259
Miscellaneous	620	0	620
Total Revenues:	803,222	894,231	(91,009)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	18,000	18,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	435	5,000	4,565
WATER QUALITY	831	5,140	4,309
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	766	4,183	3,417
MOWING & LANDSCAPE MAINTENANCE	240	1,037	797
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	63,947	317,235	253,288
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT-BLDG	0	40,000	40,000
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	0	6,000	6,000
REPAIR & MAINT-ROADS	0	25,000	25,000
REPAIR & MAINT-CULVERTS	0	50,000	50,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	170,000	170,000
R&M- Aerator refurbishments	0	35,000	35,000
REPAIR & MAINT- RTU GATES	0	4,000	4,000
REPAIR & MAINT- WATER CTRL STR	0	4,000	4,000
Other	101,358	317,989	216,631
Total Physical Environment	167,576	1,028,084	860,508
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	60,000	60,000
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	94,736	138,000	43,264
Other	647	2,106	1,459
Total Capital outlay	95,383	200,106	104,723
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	262,960	1,228,190	965,230
Excess (deficiency) of revenues over expenditures	540,262	(333,959)	874,221

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2023 Through 1/31/2024
(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>(92,233)</u>	<u>(276,041)</u>	<u>183,808</u>
Total Other financing sources (uses):	<u>(92,233)</u>	<u>(276,041)</u>	<u>183,808</u>
Net change in fund balance	448,029	(610,000)	1,058,029
Fund balances, beginning of year	1,551,748	0	1,551,748
Total Fund balances, beginning of year	<u>1,551,748</u>	<u>0</u>	<u>1,551,748</u>
Fund balance, end of period	<u><u>1,999,777</u></u>	<u><u>(610,000)</u></u>	<u><u>2,609,777</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	20,307	21,587	(1,280)
Intergovernmental revenues	0	0	0
Investment income	465	0	465
Miscellaneous	0	0	0
Total Revenues:	<u>20,771</u>	<u>21,587</u>	<u>(816)</u>
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	16	87	71
CHEMICAL WEED CONTROL	451	1,803	1,352
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	0	2,500	2,500
JANITORIAL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	510	2,204	1,694
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	203	215	12
Total Physical Environment	<u>1,180</u>	<u>15,809</u>	<u>14,629</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	5,000	5,000
CULVERTS/STRUCTURES	0	0	0
Other	14	72	58
Total Capital outlay	<u>14</u>	<u>5,072</u>	<u>5,058</u>
Total Expenditures:	<u>1,193</u>	<u>20,881</u>	<u>19,688</u>
Excess (deficiency) of revenues over expenditures	<u>19,578</u>	<u>706</u>	<u>18,872</u>
Other financing sources (uses):			
Transfers out	(1,872)	(7,781)	5,909
Total Other financing sources (uses):	<u>(1,872)</u>	<u>(7,781)</u>	<u>5,909</u>
Net change in fund balance	17,706	(7,075)	24,781
Fund balances, beginning of year	<u>29,705</u>	<u>0</u>	<u>29,705</u>
Total Fund balances, beginning of year	<u>29,705</u>	<u>0</u>	<u>29,705</u>
Fund balance, end of period	<u>47,411</u>	<u>(7,075)</u>	<u>54,486</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32A
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	4,430	4,808	(378)
Investment income	494	0	494
Total Investment income	494	0	494
Total Revenues:	<u>4,924</u>	<u>4,808</u>	<u>116</u>
Expenditures:			
Physical Environment			
WATER QUALITY	261	1,568	1,307
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	8	44	36
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	0	0
MOWING & LANDSCAPE MAINTENANCE	510	2,204	1,694
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CULVERTS	0	1,500	1,500
Other	44	49	5
Total Physical Environment	<u>823</u>	<u>5,365</u>	<u>4,542</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>823</u>	<u>5,365</u>	<u>4,542</u>
Excess (deficiency) of revenues over expenditures	<u>4,101</u>	<u>(557)</u>	<u>4,658</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(258)	(943)	685
Total Other financing sources (uses):	<u>(258)</u>	<u>(943)</u>	<u>685</u>
Net change in fund balance	3,843	(1,500)	5,343
Fund balances, beginning of year	38,136	0	38,136
Total Fund balances, beginning of year	<u>38,136</u>	<u>0</u>	<u>38,136</u>
Fund balance, end of period	<u>41,979</u>	<u>(1,500)</u>	<u>43,479</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 33
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	22,839	25,456	(2,617)
Intergovernmental revenues	0	0	0
Investment income	907	0	907
Miscellaneous	(5)	0	(5)
Total Revenues:	<u>23,741</u>	<u>25,456</u>	<u>(1,715)</u>
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
WATER QUALITY	261	1,568	1,307
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	20	107	87
CHEMICAL WEED CONTROL	507	2,026	1,519
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	11,505	11,505
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	228	252	24
Total Physical Environment	<u>1,016</u>	<u>19,958</u>	<u>18,942</u>
Capital outlay	19	102	83
Total Expenditures:	<u>1,035</u>	<u>20,060</u>	<u>19,025</u>
Excess (deficiency) of revenues over expenditures	<u>22,706</u>	<u>5,396</u>	<u>17,310</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(2,504)	(9,396)	6,892
Total Other financing sources (uses):	<u>(2,504)</u>	<u>(9,396)</u>	<u>6,892</u>
Net change in fund balance	20,202	(4,000)	24,202
Fund balances, beginning of year	63,656	0	63,656
Total Fund balances, beginning of year	<u>63,656</u>	<u>0</u>	<u>63,656</u>
Fund balance, end of period	<u>83,858</u>	<u>(4,000)</u>	<u>87,858</u>

Northern Palm Beach County Improvement District

Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)

Unit 34

From 10/1/2023 Through 1/31/2024

(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	153,300	190,698	(37,398)
Intergovernmental revenues	0	0	0
Investment income	4,131	0	4,131
Miscellaneous	190	0	190
Total Revenues:	<u>157,621</u>	<u>190,698</u>	<u>(33,077)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	7,000	7,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	3,183	19,096	15,913
AUDITORS SERVICES	198	1,080	882
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	0	2,500	2,500
MOWING & LANDSCAPE MAINTENANCE	2,724	11,780	9,056
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	2,370	10,000	7,630
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	26,000	26,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	6,339	10,000	3,661
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	20,000	20,000
Other	3,334	4,635	1,301
Total Physical Environment	<u>18,147</u>	<u>112,591</u>	<u>94,444</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	7,500	7,500
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	4,398	0	(4,398)
Other	23	120	97
Total Capital outlay	<u>4,420</u>	<u>7,620</u>	<u>3,200</u>
Principal	0	21,668	21,668
Interest	0	5,200	5,200
Total Expenditures:	<u>22,567</u>	<u>147,079</u>	<u>124,512</u>
Excess (deficiency) of revenues over expenditures	<u>135,054</u>	<u>43,619</u>	<u>91,435</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(21,940)	(71,829)	49,889
Total Other financing sources (uses):	<u>(21,940)</u>	<u>(71,829)</u>	<u>49,889</u>
Net change in fund balance	113,113	(28,210)	141,323
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 34
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	276,936	0	276,936
Total Fund balances, beginning of year	276,936	0	276,936
Fund balance, end of period	390,049	(28,210)	418,259

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 38
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	63,778	75,242	(11,464)
Investment income	4,758	0	4,758
Total Investment income	4,758	0	4,758
Total Revenues:	68,536	75,242	(6,706)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	8,000	8,000
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	43	237	194
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	5,000	5,000
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	70,000	70,000
Other	638	745	107
Total Physical Environment	681	107,482	106,801
Capital outlay			
ROADS/BRIDGES	0	0	0
Other	24	128	104
Total Capital outlay	24	128	104
Total Expenditures:	705	107,610	106,905
Excess (deficiency) of revenues over expenditures	67,831	(32,368)	100,199
Other financing sources (uses):			
Transfers out	(6,797)	(24,632)	17,835
Total Other financing sources (uses):	(6,797)	(24,632)	17,835
Net change in fund balance	61,034	(57,000)	118,034
Fund balances, beginning of year	354,864	0	354,864
Total Fund balances, beginning of year	354,864	0	354,864
Fund balance, end of period	415,897	(57,000)	472,897

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 41
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	6,512	7,539	(1,027)
Investment income	509	0	509
Miscellaneous	0	0	0
Total Revenues:	<u>7,021</u>	<u>7,539</u>	<u>(518)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
LEGAL SERVICES	0	0	0
WATER QUALITY	261	1,568	1,307
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	6	35	29
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	2,000	2,000
Other	65	75	10
Total Physical Environment	<u>333</u>	<u>3,678</u>	<u>3,345</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	10	50	40
Total Capital outlay	<u>10</u>	<u>50</u>	<u>40</u>
Total Expenditures:	<u>342</u>	<u>3,728</u>	<u>3,386</u>
Excess (deficiency) of revenues over expenditures	<u>6,679</u>	<u>3,811</u>	<u>2,868</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(1,358)	(5,811)	4,453
Total Other financing sources (uses):	<u>(1,358)</u>	<u>(5,811)</u>	<u>4,453</u>
Net change in fund balance	5,320	(2,000)	7,320
Fund balances, beginning of year	38,534	0	38,534
Total Fund balances, beginning of year	<u>38,534</u>	<u>0</u>	<u>38,534</u>
Fund balance, end of period	<u>43,854</u>	<u>(2,000)</u>	<u>45,854</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	959,494	1,034,066	(74,572)
Intergovernmental revenues	0	0	0
Investment income	18,215	0	18,215
Miscellaneous	1,198	0	1,198
Total Revenues:	<u>978,907</u>	<u>1,034,066</u>	<u>(55,159)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	1,410	5,000	3,590
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,958	1,500	(1,458)
LEGAL - SPECIAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	0	200	200
OTHER PROFESSIONAL SVCS	0	601	601
AUDITORS SERVICES	872	4,765	3,893
MONITORING REPORT	0	0	0
CHEMICAL WEED CONTROL	19,352	125,525	106,173
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	3,610	15,609	11,999
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	86,254	422,752	336,498
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	325	40,000	39,675
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	0	15,000	15,000
REPAIR & MAINT - GENERAL	0	15,000	15,000
REPAIR & MAINT-TELEMETRY	985	12,000	11,015
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	4,500	4,500
REPAIR & MAINT - IRRIGATION	0	0	0
R&M- GENERATORS	0	14,000	14,000
R & M PRESERVE STRUCTURES	0	20,000	20,000
REPAIR & MAINT- RTU GATES	0	6,000	6,000
REPAIR & MAINT- WATER CTRL STR	0	6,000	6,000
R&M- PRESERVE STRUCTURE/INLETS	0	2,000	2,000
Other	<u>17,487</u>	<u>42,582</u>	<u>25,095</u>
Total Physical Environment	<u>133,253</u>	<u>774,034</u>	<u>640,781</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	80,000	80,000
Other	<u>188</u>	<u>995</u>	<u>807</u>
Total Capital outlay	<u>188</u>	<u>80,995</u>	<u>80,807</u>
Total Expenditures:	<u>133,440</u>	<u>855,029</u>	<u>721,589</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2023 Through 1/31/2024
(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>845,466</u>	<u>179,037</u>	<u>666,429</u>
Other financing sources (uses):			
Transfers out	<u>(117,129)</u>	<u>(274,037)</u>	<u>156,908</u>
Total Other financing sources (uses):	<u>(117,129)</u>	<u>(274,037)</u>	<u>156,908</u>
Net change in fund balance	728,337	(95,000)	823,337
Fund balances, beginning of year			
	<u>1,113,556</u>	<u>0</u>	<u>1,113,556</u>
Total Fund balances, beginning of year	<u>1,113,556</u>	<u>0</u>	<u>1,113,556</u>
Fund balance, end of period	<u>1,841,893</u>	<u>(95,000)</u>	<u>1,936,893</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 44
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	100,246	119,939	(19,693)
Intergovernmental revenues	0	0	0
Investment income	6,838	0	6,838
Miscellaneous	2,280	0	2,280
Total Revenues:	109,364	119,939	(10,575)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	400	400
AUDITORS SERVICES	376	2,052	1,676
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	100,000	100,000
Repairs & Maint - Catch Basins	0	200,000	200,000
REPAIR & MAINT- STREET SWEEP	1,748	7,200	5,452
Other	3,702	3,238	(464)
Total Physical Environment	5,826	314,390	308,564
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	49	258	209
Total Capital outlay	49	258	209
Total Expenditures:	5,875	314,648	308,773
Excess (deficiency) of revenues over expenditures	103,489	(194,709)	298,198
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(11,975)	(55,291)	43,316
Capital contributions from landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(11,975)	(55,291)	43,316
Net change in fund balance	91,514	(250,000)	341,514
Fund balances, beginning of year	516,070	0	516,070
Total Fund balances, beginning of year	516,070	0	516,070
Fund balance, end of period	607,584	(250,000)	857,584

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 45
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	402,442	453,110	(50,668)
Intergovernmental revenues	0	0	0
Investment income	8,779	0	8,779
Total Investment income	8,779	0	8,779
Total Revenues:	411,221	453,110	(41,889)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	10,000	10,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	261	1,568	1,307
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	246	1,342	1,096
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	167	6,386	6,219
CHEMICAL WEED CONTROL	2,054	8,214	6,161
MOWING SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	20,436	93,462	73,026
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	4,200	200,000	195,800
REPAIR & MAINT-CULVERTS	0	10,000	10,000
Repairs & Maint - Catch Basins	0	3,000	3,000
R & M PRESERVE STRUCTURES	0	20,000	20,000
REPAIR & MAINT- STREET SWEEP	4,040	18,412	14,372
Other	4,024	4,485	461
Total Physical Environment	35,429	382,869	347,440
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	79	421	342
Total Capital outlay	79	421	342
Debt issuance costs	0	0	0
Total Expenditures:	35,508	383,290	347,782
Excess (deficiency) of revenues over expenditures	375,713	69,820	305,893
Other financing sources (uses):			
Transfers out	(28,772)	(90,451)	61,679
Total Other financing sources (uses):	(28,772)	(90,451)	61,679
Net change in fund balance	346,941	(20,631)	367,572
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 10/1/2023 Through 1/31/2024
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	558,507	0	558,507
Total Fund balances, beginning of year	558,507	0	558,507
Fund balance, end of period	905,448	(20,631)	926,079

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 46
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	39,554	44,189	(4,635)
Investment income	3,804	0	3,804
Miscellaneous	(170)	0	(170)
Total Revenues:	<u>43,189</u>	<u>44,189</u>	<u>(1,000)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	4,000	4,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	200	200
AUDITORS SERVICES	215	1,177	962
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	10,000	10,000
Other	396	1,465	1,069
Total Physical Environment	<u>611</u>	<u>19,342</u>	<u>18,731</u>
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	203	1,075	872
Total Capital outlay	<u>203</u>	<u>1,075</u>	<u>872</u>
Total Expenditures:	<u>814</u>	<u>20,417</u>	<u>19,603</u>
Excess (deficiency) of revenues over expenditures	<u>42,375</u>	<u>23,772</u>	<u>18,603</u>
Other financing sources (uses):			
Transfers out	(7,293)	(23,772)	16,479
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(7,293)</u>	<u>(23,772)</u>	<u>16,479</u>
Net change in fund balance	35,082	0	35,082
Fund balances, beginning of year	<u>291,971</u>	<u>0</u>	<u>291,971</u>
Total Fund balances, beginning of year	<u>291,971</u>	<u>0</u>	<u>291,971</u>
Fund balance, end of period	<u>327,053</u>	<u>0</u>	<u>327,053</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 47
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	49,766	56,377	(6,611)
Intergovernmental revenues	0	0	0
Investment income	5,716	0	5,716
Miscellaneous	54	0	54
Total Revenues:	<u>55,536</u>	<u>56,377</u>	<u>(841)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	261	1,568	1,307
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	48	263	215
MARSH MAINT-LITTORAL ZONE	0	0	0
MOWING & LANDSCAPE MAINTENANCE	390	1,685	1,295
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	7,500	7,500
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	1,495	5,000	3,505
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
Repairs & Maint - Catch Basins	0	75,000	75,000
REPAIR & MAINT- STREET SWEEP	0	3,000	3,000
REPAIR & MAINT- RTU GATES	0	2,000	2,000
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	1,308	1,610	302
Total Physical Environment	<u>3,503</u>	<u>107,626</u>	<u>104,123</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	118	627	509
Total Capital outlay	<u>118</u>	<u>627</u>	<u>509</u>
Total Expenditures:	<u>3,621</u>	<u>108,253</u>	<u>104,632</u>
Excess (deficiency) of revenues over expenditures	<u>51,915</u>	<u>(51,876)</u>	<u>103,791</u>
Other financing sources (uses):			
Transfers out	(10,799)	(35,624)	24,825
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 10/1/2023 Through 1/31/2024
(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>(10,799)</u>	<u>(35,624)</u>	<u>24,825</u>
Net change in fund balance	41,116	(87,500)	128,616
Fund balances, beginning of year	<u>444,966</u>	<u>0</u>	<u>444,966</u>
Total Fund balances, beginning of year	<u>444,966</u>	<u>0</u>	<u>444,966</u>
Fund balance, end of period	<u>486,081</u>	<u>(87,500)</u>	<u>573,581</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 49
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	77,472	87,661	(10,189)
Investment income	2,963	0	2,963
Miscellaneous	3,808	0	3,808
Total Revenues:	<u>84,244</u>	<u>87,661</u>	<u>(3,418)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	2,782	0	(2,782)
LEGAL SERVICES	435	500	65
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	70	381	311
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	1,748	6,993	5,245
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	1,054	4,558	3,504
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	43,138	43,138
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-CULVERTS	0	5,000	5,000
Other	775	868	93
Total Physical Environment	<u>6,864</u>	<u>66,438</u>	<u>59,574</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	19	100	81
Total Capital outlay	<u>19</u>	<u>100</u>	<u>81</u>
Total Expenditures:	<u>6,883</u>	<u>66,538</u>	<u>59,655</u>
Excess (deficiency) of revenues over expenditures	<u>77,361</u>	<u>21,123</u>	<u>56,238</u>
Other financing sources (uses):			
Transfers out	(9,747)	(31,123)	21,376
Total Other financing sources (uses):	<u>(9,747)</u>	<u>(31,123)</u>	<u>21,376</u>
Net change in fund balance	67,613	(10,000)	77,613
Fund balances, beginning of year	213,398	0	213,398
Total Fund balances, beginning of year	<u>213,398</u>	<u>0</u>	<u>213,398</u>
Fund balance, end of period	<u>281,011</u>	<u>(10,000)</u>	<u>291,011</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 51
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	30,402	41,270	(10,868)
Investment income	1,626	0	1,626
Miscellaneous	0	0	0
Total Revenues:	<u>32,028</u>	<u>41,270</u>	<u>(9,242)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	8,000	8,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
AUDITORS SERVICES	24	132	108
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	304	408	104
Total Physical Environment	<u>328</u>	<u>24,040</u>	<u>23,712</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	19	101	82
Total Capital outlay	<u>19</u>	<u>101</u>	<u>82</u>
Total Expenditures:	<u>347</u>	<u>24,141</u>	<u>23,794</u>
Excess (deficiency) of revenues over expenditures	<u>31,681</u>	<u>17,129</u>	<u>14,552</u>
Other financing sources (uses):			
Transfers out	(3,155)	(12,596)	9,441
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(3,155)</u>	<u>(12,596)</u>	<u>9,441</u>
Net change in fund balance	28,526	4,533	23,993
Fund balances, beginning of year	<u>116,111</u>	<u>0</u>	<u>116,111</u>
Total Fund balances, beginning of year	<u>116,111</u>	<u>0</u>	<u>116,111</u>
Fund balance, end of period	<u>144,636</u>	<u>4,533</u>	<u>140,103</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 53
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	94,601	99,011	(4,410)
Investment income	4,183	0	4,183
Miscellaneous	37,178	0	37,178
Total Revenues:	<u>135,963</u>	<u>99,011</u>	<u>36,952</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	885	0	(885)
LEGAL SERVICES	783	500	(283)
FINANCIAL CONS./ADVISOR	0	600	600
AUDITORS SERVICES	316	1,727	1,411
TRASH DISPOSAL	0	0	0
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	156	1,000	844
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	30,000	30,000
Other	3,076	3,941	865
Total Physical Environment	<u>5,216</u>	<u>62,768</u>	<u>57,552</u>
Capital outlay	465	2,467	2,002
Total Expenditures:	<u>5,681</u>	<u>65,235</u>	<u>59,554</u>
Excess (deficiency) of revenues over expenditures	<u>130,282</u>	<u>33,776</u>	<u>96,506</u>
Other financing sources (uses):			
Transfers out	(11,103)	(33,776)	22,673
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(11,103)</u>	<u>(33,776)</u>	<u>22,673</u>
Net change in fund balance	119,178	0	119,178
Fund balances, beginning of year	<u>253,599</u>	<u>0</u>	<u>253,599</u>
Total Fund balances, beginning of year	<u>253,599</u>	<u>0</u>	<u>253,599</u>
Fund balance, end of period	<u>372,778</u>	<u>0</u>	<u>372,778</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Common area fund
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Intergovernmental revenues	0	0	0
Investment income	1,396	0	1,396
Total Investment income	1,396	0	1,396
Total Revenues:	1,396	0	1,396
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
AUDITORS SERVICES	68	371	303
MARSH MAINT-LITTORAL ZONE	0	0	0
TRASH DISPOSAL	8,154	15,000	6,846
MOWING & LANDSCAPE MAINTENANCE	7,336	31,724	24,388
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	1,000	15,000	14,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	0	0
REPAIR & MAINT- STREET SWEEP	0	5,000	5,000
Other	12,426	21,906	9,480
Total Physical Environment	28,984	89,001	60,017
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	10,000	10,000
Other	0	0	0
Total Capital outlay	0	10,000	10,000
Total Expenditures:	28,984	99,001	70,017
Excess (deficiency) of revenues over expenditures	(27,588)	(99,001)	71,413
Other financing sources (uses):			
Transfers out	(1,127)	(3,404)	2,277
Capital contributions from landowners			
CONTRIBUTIONS GOVERNMENTS	10,646	46,442	(35,796)
Other	12,681	55,963	(43,282)
Total Capital contributions from landowners	23,328	102,405	(79,077)
Total Other financing sources (uses):	22,201	99,001	(76,800)
Net change in fund balance	(5,387)	0	(5,387)
Fund balances, beginning of year	115,610	0	115,610
Total Fund balances, beginning of year	115,610	0	115,610

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Common area fund
 From 10/1/2023 Through 1/31/2024
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	110,223	0	110,223

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
NPDES funds
From 10/1/2023 Through 1/31/2024
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Investment income	9,869	0	9,869
Miscellaneous	<u>467,726</u>	<u>0</u>	<u>467,726</u>
Total Revenues:	<u>477,595</u>	<u>0</u>	<u>477,595</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	73,269	0	(73,269)
LEGAL SERVICES	203	0	(203)
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
Other	<u>44,563</u>	<u>0</u>	<u>(44,563)</u>
Total Physical Environment	118,035	0	(118,035)
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>118,035</u>	<u>0</u>	<u>(118,035)</u>
Excess (deficiency) of revenues over expenditures	<u>359,560</u>	<u>0</u>	<u>359,560</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(614)</u>	<u>0</u>	<u>(614)</u>
Total Other financing sources (uses):	<u>(614)</u>	<u>0</u>	<u>(614)</u>
Net change in fund balance	358,946	0	358,946
Fund balances, beginning of year	<u>485,376</u>	<u>0</u>	<u>485,376</u>
Total Fund balances, beginning of year	<u>485,376</u>	<u>0</u>	<u>485,376</u>
Fund balance, end of period	<u>844,321</u>	<u>0</u>	<u>844,321</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2023 Through 1/31/2024

(In Whole Numbers)

	Unit 2C	Unit 5	Unit 5A	Unit 16
Revenues:				
Intergovernmental revenues	-	-	-	-
Investment income	26,856	27,813	14,810	7,224
Miscellaneous	-	-	-	-
Total Revenues:	26,856	27,813	14,810	7,224
Expenditures:				
Capital outlay	1,377,187	517,125	-	167,590
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	28,875	-
Total Expenditures:	1,377,187	517,125	28,875	167,590
Excess (deficiency) of revenues over expenditures	(1,350,330)	(489,312)	(14,065)	(160,367)
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	(10,378)	-	-	(1,639)
Capital contributions from landowners	-	-	-	-
Repayment to landowners	-	-	-	-
Promissory notes issued	-	-	3,000,000	-
Special assessment bond proceeds	-	-	-	-
Discount on special assessment bonds issued	-	-	-	-
Premium on special assessment bonds issued	-	-	-	-
Total Other financing sources (uses):	(10,378)	-	3,000,000	(1,639)
Net change in fund balance	(1,360,708)	(489,312)	2,985,935	(162,006)
Fund balances, beginning of year	2,690,891	2,388,986	-	643,910
Fund balance, end of period	1,330,183	1,899,674	2,985,935	481,905

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2023 Through 1/31/2024

(In Whole Numbers)

	Unit 18	Unit 21	Unit 25	Unit 29
Revenues:				
Intergovernmental revenues	-	-	-	-
Investment income	2,962	1,481	257	494
Miscellaneous	-	-	-	-
Total Revenues:	2,962	1,481	257	494
Expenditures:				
Capital outlay	-	-	-	-
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	5,775	2,888	-	963
Total Expenditures:	5,775	2,888	-	963
Excess (deficiency) of revenues over expenditures	(2,813)	(1,406)	257	(469)
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Capital contributions from landowners	-	-	-	-
Repayment to landowners	-	-	-	-
Promissory notes issued	600,000	300,000	-	100,000
Special assessment bond proceeds	-	-	-	-
Discount on special assessment bonds issued	-	-	-	-
Premium on special assessment bonds issued	-	-	-	-
Total Other financing sources (uses):	600,000	300,000	-	100,000
Net change in fund balance	597,187	298,594	257	99,531
Fund balances, beginning of year	-	-	20,744	-
Fund balance, end of period	597,187	298,594	21,001	99,531

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2023 Through 1/31/2024

(In Whole Numbers)

	Unit 53
Revenues:	
Intergovernmental revenues	-
Investment income	25,889
Miscellaneous	-
Total Revenues:	25,889
Expenditures:	
Capital outlay	444,190
Principal	-
Interest	-
Debt issuance costs	-
Total Expenditures:	444,190
Excess (deficiency) of revenues over expenditures	(418,301)
Other financing sources (uses):	
Transfers in	-
Transfers out	(3,005)
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):	(3,005)
Net change in fund balance	(421,306)
Fund balances, beginning of year	1,879,037
Fund balance, end of period	1,457,732

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2023 Through 1/31/2024

(In Whole Numbers)

	Unit 2A	Unit 2C	Unit 3A	Unit 5B
Revenues:				
Non-ad valorem assessments	297,156	5,010,840	375,637	339,454
Intergovernmental revenues	-	-	-	-
Investment income	2,267	135,164	2,835	2,347
Miscellaneous	-	-	-	-
Total Revenues:	299,424	5,146,004	378,472	341,801
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	2,972	50,108	3,756	3,395
Total Expenditures:	2,972	50,108	3,756	3,395
Excess (deficiency) of revenues over expenditures	296,452	5,095,896	374,715	338,407
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	296,452	5,095,896	374,715	338,407
Fund balances, beginning of year	45,597	8,270,602	55,827	23,585
Fund balance, end of period	342,049	13,366,498	430,542	361,991

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2023 Through 1/31/2024

(In Whole Numbers)

	Unit 9A	Unit 9B	Unit 16	Unit 27B
Revenues:				
Non-ad valorem assessments	2,455,143	1,137,425	497,385	182,445
Intergovernmental revenues	-	-	-	-
Investment income	17,079	17,889	4,283	1,573
Miscellaneous	-	-	-	-
Total Revenues:	2,472,221	1,155,314	501,668	184,018
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	24,551	11,374	4,974	1,824
Total Expenditures:	24,551	11,374	4,974	1,824
Excess (deficiency) of revenues over expenditures	2,447,670	1,143,939	496,694	182,194
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	2,447,670	1,143,939	496,694	182,194
Fund balances, beginning of year	796,400	898,638	102,943	47,474
Fund balance, end of period	3,244,070	2,042,577	599,638	229,668

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2023 Through 1/31/2024

(In Whole Numbers)

	Unit 43	Unit 44	Unit 45	Unit 46
Revenues:				
Non-ad valorem assessments	1,130,070	475,720	238,808	680,355
Intergovernmental revenues	-	-	-	-
Investment income	9,381	4,142	1,951	13,619
Miscellaneous	-	-	-	-
Total Revenues:	1,139,451	479,862	240,759	693,974
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	11,176	4,757	2,388	6,804
Total Expenditures:	11,176	4,757	2,388	6,804
Excess (deficiency) of revenues over expenditures	1,128,275	475,104	238,371	687,171
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	1,128,275	475,104	238,371	687,171
Fund balances, beginning of year	507,088	147,230	88,495	767,871
Fund balance, end of period	1,635,363	622,334	326,866	1,455,042

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2023 Through 1/31/2024

(In Whole Numbers)

	Unit 53
Revenues:	
Non-ad valorem assessments	2,939,609
Intergovernmental revenues	-
Investment income	75,418
Miscellaneous	-
Total Revenues:	3,015,027
Expenditures:	
Principal	-
Interest	-
Debt issuance costs	-
Advance Refunding escrow agent	-
Other	29,396
Total Expenditures:	29,396
Excess (deficiency) of revenues over expenditures	2,985,631
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	2,985,631
Fund balances, beginning of year	4,826,031
Fund balance, end of period	7,811,662

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual- General Fund (Cash Basis)
GEN - General Fund
From 10/1/2023 Through 1/31/2024

	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	9,401.36	0.00	9,401.36
Miscellaneous	2,407.28	0.00	2,407.28
Total Revenues:	11,808.64	0.00	11,808.64
Expenditures:			
Physical Environment			
ADM/OPS SALARIES	734,029.31	2,529,714.00	1,795,684.69
ENGINEERING FEES	0.00	30,000.00	30,000.00
LEGAL SERVICES	22,272.68	100,000.00	77,727.32
IT Services	46,514.41	73,905.00	27,390.59
MOWING & LANDSCAPE MAINTENANCE	10,646.38	55,963.00	45,316.62
ELECTRICITY	4,385.98	29,380.00	24,994.02
INSURANCE-GENERAL	379,456.40	356,480.00	(22,976.40)
REPAIR & MAINT-BLDG	6,451.49	74,480.00	68,028.51
R & M - HVAC REPAIRS	6,635.00	50,000.00	43,365.00
PUBLIC INFORMATION	5,249.99	25,000.00	19,750.01
FUEL-VEHICLES	17,754.81	68,500.00	50,745.19
Other	474,961.71	1,573,757.00	1,098,795.29
Total Physical Environment	1,708,358.16	4,967,179.00	3,258,820.84
Capital outlay			
FURNITURE	0.00	0.00	0.00
Other	114,066.62	401,000.00	286,933.38
Total Capital outlay	114,066.62	401,000.00	286,933.38
Principal	0.00	18,659.00	18,659.00
Interest	0.00	1,765.00	1,765.00
Total Expenditures:	1,822,424.78	5,388,603.00	3,566,178.22
Excess (deficiency) of revenues over expenditures	(1,810,616.14)	(5,388,603.00)	3,577,986.86
Other financing sources (uses):			
Transfers in	1,704,686.68	5,188,603.00	(3,483,916.32)
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	14,068.81	0.00	14,068.81
Total Other financing sources (uses):	1,718,755.49	5,188,603.00	(3,469,847.51)
Net change in fund balance	(91,860.65)	(200,000.00)	108,139.35
Fund balances, beginning of year	1,194,994.83	0.00	1,194,994.83
Total Fund balances, beginning of year	1,194,994.83	0.00	1,194,994.83
Fund balance, end of year	1,103,134.18	(200,000.00)	1,303,134.18

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STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

09/24/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/24/2023

Michele Jacobs

Legal Clerk

Kathleen Allen

Notary, State of WI, County of Brown

1-7-25

My commission expires

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KATHLEEN ALLEN
Notary Public
State of Wisconsin

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, 2023 and Sept. 30, 2024. 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 10/25/2023, 11/15/2023, 12/13/2023, 01/24/2024, 02/28/2024, 03/27/2024, 04/24/2024, 05/22/2024, 06/26/2024, 07/24/2024, 08/28/2024 and 09/25/2024.

Possible Board of Supervisors or Committee meetings may also be held, on an as-needed basis, on the following dates: 10/11/2023, 01/10/2024, 02/14/2024, 03/13/2024, 04/10/2024, 05/08/2024, 06/12/2024, 07/10/2024, 08/14/2024 and 09/11/2024.

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
9218757 9/24/23