



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
March 22, 2023
8:00 a.m.

- 1) Roll Call
- 2) Establish a Quorum
- 3) Additions or Deletions to the Agenda
- 4) Approval of Minutes – February 22, 2023 Regular Meeting
- 5) Comments from the Public for Items not on the Agenda
- 6) **Consent Agenda (Ask for Public Comment before approving Consent Agenda)**
 - a) Unit No. 11 – PGA National
Consider Approval of Purchase Order to The Grassroots Corporation
 - b) Unit No. 16 – Palm Beach Park of Commerce
Consider Acceptance of Bill of Sale
 - c) Unit No. 29 – North Fork Development
Consider Ratification of Purchase Order to Shenandoah Construction
 - d) General
Consider Declaration of Surplus Equipment
 - e) Payment Requests
- 7) **Regular Agenda**
 - a) Multi-Unit
Consider Third Amendment to Agreement with Aquatic Vegetation Control, Inc.
Ask for Public Comment
 - b) Unit No. 2C – Alton
 - i) Status Report
 - ii) Consider Encumbrance Modification to Michael B. Schorah and Associates, Inc. – Parcels E & F
Ask for Public Comment
 - iii) Consider Funding Agreement No. 20
Ask for Public Comment

- iv) Consider Temporary License Agreements (2)
Ask for Public Comment
- v) Consider Non-Interference Agreement
Ask for Public Comment

- c) Unit No. 14 – Eastpointe
 - i) Consider Release of Easement
Ask for Public Comment
 - ii) Consider Release of Reservation of Easement
Ask for Public Comment
 - iii) Consider Replacement Easement
Ask for Public Comment
 - iv) Consider Temporary License Agreement
Ask for Public Comment

- d) Unit No. 43 – Mirasol
 - i) Consider Payment Request to WGI
Ask for Public Comment
 - ii) Consider Third Amendment to Agreement with SOLitude Lake Management, LLC
Ask for Public Comment

- e) Unit No. 53 - Arden
Status Report

- 8) Miscellaneous Reports:
 - a) Engineer
 - b) Attorney
 - c) Executive Director - Public & Community Relations Report

- 9) Receive and File

- 10) Comments from the Board

- 11) Adjourn

Please note the following upcoming meetings:

April 26, 2023 – 8:00 a.m.- Regular Meeting
May 24, 2023 – 8:00 a.m.- Regular Meeting

**MINUTES OF A BOARD OF SUPERVISORS MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 02/22/23**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:04 a.m. on February 22, 2023, in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida.

1) ROLL CALL

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

Also present were Director of Finance & Administration Katie Roundtree; District Engineer Kim Leser; District Clerk Susan Scheff; Director of Operations Ken Roundtree; Capital Construction/Permits Administrator Tim Helms; Programs & Facilities Maintenance Administrator Jared Kneiss; Moises Ariza and Tammy Goldstrich of Marcum LLP, Don Kiselewski and Bruce Barber of FPL; Steven Eaddy of Estrada Hinojosa; and Rita Feinman and Barry Weiss of BallenIsles Country Club (Unit 31).

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 no additions or deletions to the Agenda were necessary.

4) APPROVAL OF MINUTES

A **motion** was made by Mr. LaMotte, seconded by Mr. Cohn and unanimously passed approving the Minutes of the January 25, 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) Unit No. 2C – Alton
Consider Change Order to J.W. Cheatham, LLC – Parcel G, Phase III (CO No. 7)
- b) Unit No. 34 – Hidden Key
Consider First Amendment to Agreement with Sea Breeze Community Management Services, Inc.
- c) General
Consider Declaration of Surplus Equipment
- d) Payment Requests

copies of which are contained in applicable Northern files.

7) REGULAR AGENDA

a) GENERAL

i) **Consider Acceptance of Annual Financial Report for the Fiscal Year Ended September 30 2022 – Marcum, LLP**

Ms. Roundtree informed the Board that they each have a copy of the Annual Financial Report for the fiscal year ended September 30, 2022, placed in front of them along with a copy of the Letter to Those Charged with Governance from Marcum, LLP. She reported that, once again, Northern received an Unmodified Opinion as well as no adverse Management Letter comments. She then introduced Moises Ariza and Tammy Goldstrich of Marcum LLP, the Board’s auditors, to present their findings.

Mr. Aziza addressed the Board and explained that Marcum prepares the Auditor's Opinion on the financial statement, noting that the remainder of the document is prepared by Management which, for audit purposes, is Northern's Finance Department. He then briefly reviewed the document with emphasis on Management's responsibility, the Auditor's responsibility, the Auditor's Opinion, some of the financial highlights and the Communication Letter. He reported that it was a clean, Unmodified Opinion and there were no adverse Management Letter comments.

Mr. Aziza stated that the Communication Letter summarizes the Auditor's processes. He explained that there were no difficulties in performing the audit and no disagreements with Management. He stated that it is one of the first audits that they have completed this season and commended Northern's Finance Department for their efficiency and assistance throughout the process.

Mr. Block asked what would cause an auditor to issue a Modified Opinion, and Mr. Aziza provided a few examples, such as not being provided sufficient support for a transaction or if an auditor did not believe certain transactions were done in good will.

Mr. Aziza advised the Board that if they have any further questions, they may contact him at any time.

Mr. Beatty acknowledged and complimented Northern's Finance Department on their work.

Ms. Roundtree expressed that it is a team effort, aided by all of Northern Staff following the rules and she then briefly reviewed the filing and posting process of the Financial Report.

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 Annual Financial Report for Fiscal Year Ending September 30, 2022, as presented.

ii) Consider Resolution Approving Subaward and Grant Agreement for Hurricane Ian (2023-01)

Ms. Roundtree reported that, as she has mentioned at previous meetings, Northern has been approved by FEMA for reimbursement of some of the costs expended for stormwater pump usage during

Hurricane Ian, in the amount of approximately \$59,000. She explained that Northern is a subgrantee of the State of Florida, noting that FEMA provides the money to the State and then the State passes the money on to Northern via the provisions in this Agreement. She stated that Staff is requesting authorization to execute and forward this Agreement to the appropriate parties.

Mr. Boykin asked if the funds go to the specific units, and Ms. Roundtree responded affirmatively.

Mr. Boykin asked how many grants Northern has, and Ms. Roundtree advised that there are currently a couple. She noted that any time there is a natural disaster, you may apply for a grant for disaster cleanup, use of stormwater pumps, etc., noting that it also triggers a proactive Hazardous Mitigation Grant. She explained that, as a result of Hurricane Ian and Hurricane Nicole, Hazardous Mitigation Grants are now eligible for applications, and Northern will be applying for grants for the EOC roof replacement and generator replacements.

Mr. LaMotte asked about the possibility of having to reimburse grant funds, and Ms. Roundtree advised that FEMA always has the right to request fund reimbursement. She stated that Northern has always been able to substantiate the use of funds and has never had to reimburse FEMA for grant funds.

Mr. Edwards stated that the Board will need to make a motion to approve the Resolution approving the Agreement.

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

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and unanimously passed approving Resolution No. 2023-01, as presented.

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

Mr. Beatty began by showing the Board the unit map and displaying the site plan. He explained that the Consent Agenda approved earlier in the meeting included a Change Order to J.W. Cheatham, LLC closing

out their contract for land work in Artistry. He then showed various aerial photos of the area, noting that home sales are going very well.

Ms. Baker commented that her high school is starting a drone program and she is very excited for the students.

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

**c) UNIT OF DEVELOPMENT NO. 11 – PGA NATIONAL
Consider Grant of Easement to FPL**

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

Ms. Leser explained that FPL has applied for a Permit to install a new transmission line within real property owned by Northern that is located north of SR710 (Beeline Highway) and east of SFWMD C-18 Canal. She stated that, in conjunction with the permitted work, FPL is requesting that Northern grant a 15-foot-wide utility easement running parallel with the north right-of-way line of SR710. She explained that the initial sketch and descriptions have been reviewed by Keshavarz & Associates, Inc., Northern's subcontracted surveyor of record, with only minor comments given, noting that final review of the submitted revised sketch and legal descriptions has not been concluded, but is expected shortly.

She reported that there are no currently known fiscal impacts associated with the granting of this utility easement to FPL so, subject to the review and approval of the revised sketch and legal descriptions, the District Engineer and General Counsel recommend approval of the grant of the referenced easement to FPL.

Mr. Edwards stated that this is a different type of easement than Northern's normal form of easement, explaining that it came from FPL and there was much discussion with FPL's legal counsel before reaching

agreement on the language in this Easement and a similar one being presented later for Unit 24. He reported that there is one additional Easement that is still being negotiated.

Mr. Edwards further explained that this Easement requires Northern Staff to get FPL's approval before performing certain activities on the subject easement encumbered property due to safety concerns.

Mr. LaMotte had a question about the land, and Ms. Leser advised him of its location and Northern usage.

There were no comments from the public with regard to this item.

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and passed by the voting members approving of the grant of the referenced easement to Florida Power and Light Company, subject to the review and approval of the revised sketch and legal descriptions.

**d) UNIT OF DEVELOPMENT NO. 16 – PALM BEACH PARK OF COMMERCE
Consider Resolution to Accept Real Property (2023-02)**

Mr. Beatty explained that property formerly referred to as the "Franz Parcels" was incorporated into Unit 16 last year and the developer is now in the process of going through site plan approval with Palm Beach County. Included within these parcels is an existing 100' Drainage Easement dedicated to Northern for water management purposes. He explained that, as part of their review process, the County has determined that it would be beneficial to deed the Drainage Easement encumbered acreage to Northern in fee simple noting that by doing so, the developable property will no longer be contiguous with the right-of-way of Seminole-Pratt Whitney Road and not subject to certain County set back requirements.

Mr. Beatty stated that he has spoken with the County Engineer, who indicated that the County currently has sufficient right-of-way and does not believe it will need any additional right-of-way. Staff has determined that it does not appear to present any adverse issues and it provides fee simple ownership of the property to Northern, so approval of this Resolution is recommended in order to proceed with the conveyance.

Mr. Edwards stated that this Resolution authorizes the acceptance of these parcels once the checklist of items that has been attached to the Resolution have been finalized. He further stated that the Resolution identifies certain Designated Agents charged with notifying Northern when those conditions have been satisfied, noting that approval of the Resolution is a step towards the process of accepting the real property.

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

A **motion** was made by Ms. Baker, seconded by Mr. Cohn and unanimously passed approving Resolution No. 2023-02.

**e) UNIT OF DEVELOPMENT NO. 24 – IRONHORSE
Consider Grant of Easement to FPL**

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

Ms. Leser explained that this item is very similar to the Unit 11 request, but in a different location. She further explained that FPL has applied for a Permit to install a new transmission line within real property owned by Northern located south of SR710 (Beeline Highway) and west of Jog Road. She stated that, in conjunction with the permitted work, FPL is requesting that Northern grant FPL a 15-foot-wide utility easement running parallel with the west edge of pavement of Jog Road. The area is also encumbered by an existing 20-foot-wide Utility and Drainage Easement and includes drainage facilities owned and maintained by Palm Beach County. FPL is coordinating with Palm Beach County regarding any potential impacts to the County's existing infrastructure. She explained that the initial sketch and descriptions have been reviewed by Keshavarz & Associates, Inc. with only minor comments given, noting that final review of the submitted revised sketch and legal descriptions has not been concluded, but is expected shortly.

She reported that there are no currently known fiscal impacts associated with the granting of this utility easement to FPL so, subject to the review and approval of the revised sketch and legal descriptions,

the District Engineer and General Counsel recommend approval of the grant of the referenced easement to FPL.

Mr. LaMotte asked what FPL is planning to do in the easement, and Ms. Leser advised that the work will involve installation of concrete poles for a new transmission line.

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

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and passed by the voting members approving of the grant of the referenced easement to Florida Power and Light Company, subject to the review and approval of the revised sketch and legal descriptions.

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

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

Mr. Beatty explained that this item is a payment request in the amount of \$2,369.50 to WGI, Inc. for Unit No. 43 Boardwalk Repairs.

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 approving a payment request in the amount of \$2,369.50 to WGI, Inc.

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

Mr. Beatty began his report by initially displaying the unit map and site plan, followed by aerial photos of the project. He explained that the photos are similar to those shown last month since the site is so large and the same type of work is ongoing. He reported that the project is moving along very well and Staff will be advertising shortly for the next two phases, as there are sufficient bonds funds for that work. He stated that future phases would require additional funding.

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

8) MISCELLANEOUS REPORTS

a) ENGINEER

Ms. Leser reported that there are currently a couple of projects out for bid in Unit 11 and Unit 5 and she is currently preparing some others.

b) ATTORNEY

Mr. Edwards reported that the regular Legislative Session will begin in March. He stated that the Legislature did meet to address the Reedy Creek issue, noting that as shown by the treatment of Reedy Creek, whenever the Legislature wants to do something about special districts they have the power to do so. He briefly reviewed some pending bills dealing with ethics and explained how one of the proposed bills could pose problems with regard to the Board makeup of Chapter 298 Districts in agricultural areas and Chapter 189, Community Development Districts. Mr. Edwards explained that he is sure the language will change as it moves through Committees and noted that Mr. LaMotte, as a landowner-elected Board Member, would be the only Board Member affected at Northern should the bill pass.

c) EXECUTIVE DIRECTOR

Mr. Beatty stated that Northern has reached a settlement on a trip and fall case and Ms. Roundtree will give the report.

Ms. Roundtree stated that Northern has been working on a trip and fall case for the past couple of years regarding an alleged crack in the sidewalk. She reported that during mediation held on February 21, 2023, Northern's litigation counsel, Lyman Reynolds, was able to reach a settlement with Plaintiff's counsel, avoiding the need for a trial.

Mr. Beatty then reported on a recent incident in which a contractor, doing site work in Unit 16, was discovered to be discharging construction water during its excavation of a lake into a Northern canal. He explained that the turbidity barriers that they had in place were insufficient to prevent significant turbidity (muddy water) in the canal. Staff stopped the work as soon as it was discovered and notified South Florida

Water Management District (SFWMD). SFWMD is running turbidity tests and will likely impose fines on the contractor, as the contractor did not have a proper dewatering permit from SFWMD.

Mr. Beatty explained that the water did not reach Caloosa, noting that it will settle out, but Northern likes to keep those canals clear.

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

9) RECEIVE AND FILE

The following items were presented to be received and filed:

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

copies of which are contained in Northern’s records.

10) COMMENTS FROM THE BOARD

Ms. Baker thanked Ms. Roundtree and Ms. Ham for their work on the Financial Report. She noted that she liked the Northern Notes article on disposing of plastics bags properly, and she also reported that she attended the FASD Legislative Update webinar and will be in Tallahassee the first week of March.

11) ADJOURN

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte 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
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EXECUTIVE SUMMARY

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

DATE: March 22, 2023

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

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

RE: Unit of Development No. 11 – PGA National
Consider Purchase Order No. 23-449 to The Grassroots Corporation
Ryder Cup Pedestrian Crosswalks

Background

At the PGA Property Owner Association's (POA's) request, Northern issued a Purchase Order to Simmons and White, Inc. to complete an Engineering Evaluation and prepare Design plans for pedestrian crossings on Ryder Cup Boulevard. The evaluation and plans were completed in December 2022.

In January 2023, the PGA POA requested Staff move forward with the proposed installation of three crosswalks on Ryder Cup Boulevard. Staff solicited quotes from five of Northern's approved contractors in February 2023. Only two quotes were received with The Grassroots Corporation being the low quote in the amount of \$72,240.00, followed by Wynn & Son's Environmental Construction Co., LLC with a quote of \$141,267.00 (see attached bid tabulation). The Engineer's estimate for the project is \$78,987.00, which is in line with, but slightly higher than, the quote received from The Grassroots Corporation. The Grassroots Corporation has satisfactorily completed similar projects in the past for Northern.

Fiscal Impact

The cost of this project is included in the FY 2022/2023 budget for repair and maintenance services for Unit of Development No. 11, PGA National.

Recommendation

Northern Staff recommends Board approval of the referenced Purchase Order No. 23-449 to The Grassroots Corporation in the amount of \$72,240.00.

BID FORM FOR															
U11 Ryder Cup Blvd Pedestrian Crossings															
Unit of Development No. 11 P.G.A. National															
				Wynn and Sons		Grassroots		Flying Scot		Florida Paving		Fineline Striping			
								No Response		No Response		No Response			
Item	Description	Quantity	Unit	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item
101-1	MOBILIZATION/DEMObILIZATION	1	LS	\$ 12,500.00	\$12,500.00				\$3,000.00						
102-1	MOT	1	LS	\$2,200.00	2,200.00				3,000.00						
110-1-1	CLEARING AND GRUBBING	1	LS	\$1,500.00	1,500.00				2,000.00						
327-70-1	MILL 1"	16	SY	\$150.00	2,400.00				1,000.00						
337-7-82	FC-9.5 ASPHALT CONCRETE FRICTION COURSE (TYPE C)	0.9	TN	\$1,500.00	1,350.00	\$2,500.00	2,250.00								
522-1	CONCRETE SIDEWALK	76	SY	\$350.00	26,600.00	\$135.00	10,250.00								
527-2	DETECTABLE WARNINGS (F & I)	44	SF	\$42.00	1,848.00	\$80.00	3,520.00								
654-2-21	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON SIGN ASSEMBLY (RRFB) (F & I) (SOLAR) (COMPLETE SIGN ASSEMBLY SINGLE SIDED)	1	AS	\$21,890.00	\$21,890.00	\$8,500.00	\$8,500.00								
654-2-22	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON SIGN ASSEMBLY (RRFB) (F & I) (SOLAR) (COMPLETE SIGN ASSEMBLY BACK TO BACK)	2	AS	\$23,500.00	47,000.00	\$13,000.00	26,000.00								
700-1-11	SINGLE POST SIGN (F & I) (≤ 12 SF)	9	AS	\$1,520.00	13,680.00	\$700.00	6,300.00								
700-1-50	SINGLE POST SIGN (REMOVE)	3	EA	\$1,520	4,560.00	\$200	600.00								
711-11-12	THERMOPLASTIC (STD) (WHITE) (SOLID) (12")	353	LF	\$8.00	2,824.00	\$20.00	5,820.00								
Added Line item	24" Thermoplastic (wynn and sons added)	220	LF	\$ 13.25	\$ 2,915.00										
Total Bid Price					\$141,267.00		\$72,240.00								
Note: wynn and sons added line item (24" thermoplastic) and changed quantity for 12" thermoplastic from 291 to 353 .															



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

23-449

Purchase Order

Vendor :903

Grassroots Corporation

6072 Eagles Nest Drive
Jupiter, FL 33458
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 03/03/2023
Required Date 03/13/2023
Prepared By Justin Helms

Workflow ID 07
Status Board 2 Documents
Description U11 Ryder Cup Blvd Pedestrian Crossings

Change Order 0

Project No
Invoice to Y
follow

Comments : Please note that in the bid form, Wynn and Sons added an extra line item (24" thermoplastic) and adjusted the quantity for 12" thermoplastic from 291 to 353 (Line Item 711-11-123). Even if those line items were adjusted to properly fit the bid form, Grassroots would still be low bidder.

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	1101	54611	U11 Ryder Cup Blvd Pedestrian Crossings	72,240.00	72,240.00

Total : \$72,240.00

Approval Information

SUSAN P. SCHEFF	Board	03/08/2023 9:12 AM
KATHLEEN E. ROUN	Executive Director	03/07/2023 4:35 PM
KATHLEEN E. ROUN	Finance Director	03/07/2023 4:34 PM
LAURA L. HAM	Budget Manager	03/06/2023 12:03 PM
Kimberly A. Leser	District Engineer	03/06/2023 11:47 AM
KENNITH R. ROUN	Department Manager	03/06/2023 7:47 AM
Justin Helms	Requester	03/06/2023 7:32 AM
Justin Helms	Requester	03/03/2023 2:48 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.



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EXECUTIVE SUMMARY

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

DATE: March 22, 2023

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

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

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Acceptance of Bill of Sale for Drainage & ROW Improvements
Permit No. PER-16-157 – Building 26

Background

On January 27, 2021, Northern entered into an Exchange Agreement with the property owner and developer for a 16-acre parcel within the Palm Beach Park of Commerce. A Permit for development of the parcel including installation of “New Drainage Facilities” and subsequent backfill of an existing Northern drainage ditch bisecting the property was issued on March 18, 2021, under Permit No. PER-16-157. The work authorized in the permit included the “New Drainage Facilities” and the construction of drainage pipe, inlets, concrete sidewalk and concrete flumes within the District rights-of-way of Park of Commerce Boulevard and Corporate Road North. The project’s acceptance was separated, and the “New Drainage Facilities” associated with the Exchange Agreement were certified complete by the Engineer of Record and subsequently accepted by Northern at the March 2022 Board Meeting.

The construction associated with the remaining improvements within Park of Commerce Boulevard and Corporate Road North has been completed and certified by the Engineer of Record. The Engineer’s Certification and Contractor’s Release of Lien for the associated work is attached. The attached Bill of Sale conveys these improvements to Northern upon acceptance.

Fiscal Impact

The cost of maintaining these improvements will be included in the Unit 16 maintenance budget going forward.

Recommendation

Northern Staff and the District Engineer recommend acceptance of the Bill of Sale for the noted Improvements.



March 3, 2022

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

**RE: Palm Beach Park of Commerce Building 26
Permit No. 16-157
Engineer's Certification**

Dear Ms. Leser:

We have been retained by YTG Palm Beach IG NR LP to provide design, permitting and construction phase assistance for the construction of the Palm Beach Park of Commerce Building 26 project located in Jupiter, Florida. Based on Kimley-Horn's periodic site observations, I hereby certify that the permitted drainage improvements within the project limits have been installed in substantial conformance with the plans and specifications approved by Northern Palm Beach County Improvement District.

Please contact me at (561) 330-2345 or Jordan.Haggerty@kimley-horn.com should you have any questions or concerns.

Sincerely,

Jordan L. Haggerty, FL P.E. No. 80511
Project Manager

Jordan L. Haggerty, PE State of Florida, Professional Engineer, License No. 80511
This item has been electronically signed and sealed by Jordan L. Haggerty, PE on 04/06/2022 using a Digital Signature.
Printed Copies of this document are not considered signed and the signature must be verified on any electronic copies.



Moving Earth, Adding Value, Delivering Results.

FINAL WAIVER AND RELEASE OF LIEN - CONTRACTOR

State: Florida

County: Northern Palm Beach County Improvement District

THE REDLAND COMPANY, INC., (Hereinafter called "the Contractor"), with the right to execute this final waiver and release of lien.

All work constructed in the Northern Palm Beach County Improvement District's right-of-way (R.O.W.) of Park of Commerce Blvd., Corporate Road North, Distribution Way and NPBCID Dedicated Water Management and Drainage Easements as part of the Palm Beach Park of Commerce Plat 19, Building 26 constructed permitted improvements, located in Palm Beach County, Florida.

It being the understanding of the Contractor that this is a waiver and release of lien which the Contractor has against the facilities described herein, Contractor acknowledges that it has been paid in full for all work within and associated with Northern Palm Beach County described above.

The Contractor hereby agrees to indemnify and hold harmless Northern Palm Beach County Improvement District and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney fees and costs of defense, which the Northern Palm Beach County Improvement District or its officers, employees, agents or instrumentalities may occur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, relating to or resulting from the performance of work by the Contractor or its employees, agents, servants, partners, principals, contractors, subcontractors, Contractor hereby agrees to pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Northern Palm Beach County Improvement District, where applicable, including appellate proceeding, and shall pay all costs, judgements, and attorney's fees which may issue thereon.

Contractor hereby waives and releases all claims of any sorts as it may have against Northern Palm Beach County Improvement District, at law or equity, arising out of the construction of the above referenced improvements.

THE REDLAND COMPANY, INC.

Jon Hogler, Chief Financial Officer

Sworn and subscribed before this 9th day of February 2022. 2023

Tina Marie Vosburgh
My Commission # HH27197
Expires August 3, 2024
Bonded Through
Western Surety Company

Tina Marie Vosburgh

Notary Public
State of Florida-at-Large



The Redland Company, Inc.
Main Office & Mailing: 48 N.E. 15th Street, Homestead, FL 33030-4507 T: 305.247.3226 F: 305.247.1756
www.redlandcompany.com

NAME OF PROJECT: PER-16-157 Palm Beach Park of Commerce Plat 19 Building 26
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 YTG Palm Beach IG NR, LP, whose street address is 1776 PEACHTREE STREET NW, SUITE 100, ATLANTA, GA 30309 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 28 day of February, 2023.

YTG Palm Beach IG NR, LP
(Name of First Party)

By: _____
Print: J. Bradford Smith
Title: Managing Member

Georgia
STATE OF ~~FLORIDA~~
Fulton)ss:
COUNTY OF ~~PALM BEACH~~

Before me personally appeared J. Bradford Smith to me well known and known to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that said person executed said instrument for the purposes therein expressed and on behalf of the Party of the First Part.

WITNESS my hand and official seal in the State and County aforesaid, this 28 day of February, 2023.



Stephanie S. Graves
Notary Public
Print Name: Stephanie S. Graves
My commission expires: March 10, 2025

ATTEST:

Accepted by Northern Palm Beach County Improvement District

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

[DISTRICT SEAL]

EXHIBIT "A"

[DESCRIPTION OF WORKS AND MATERIALS]

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
STORM DRAINAGE SYSTEM				
Type C Inlet	3	EA	\$4,133.64	\$12,400.92
Type J Manhole	1	EA	\$8,355.49	\$8,355.49
18" RCP	749.80	LF	\$94.10	\$70,556.18
ROW Curb, Sod, Gutter, and Flume	1	LS	\$62,500.00	\$62,500.00
Sidewalk included in above				
TOTAL				\$153,812.59

Note: Prices must include all material and labor of facilities as installed, and shown on Accepted "Record Drawings."

I HEREBY CERTIFY THAT THE ABOVE COST BREAKDOWN IS COMPLETE AND ACCURATE.

[Handwritten Signature]
 MICHAEL SCHWARTZ
 LICENSE NO. 56200
 3/2/2012
 [Engineer's Seal] *
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER *

Date



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: March 22, 2023

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

RE: Unit of Development No. 29 – North Fork Development
Consider Ratification of Purchase Order No. 23-461 to Shenandoah Construction
Emergency Pipe Repair

Background

On February 24, 2023, Northern was notified by a resident within the North Fork Community that there was an apparent depression developing adjacent to North Fork Drive over an existing roadway drainage catch basin. Upon further inspection, it was determined that the catch basin is connected to a Northern owned 36” diameter Corrugated Metal Pipe (CMP) lake interconnect pipe. The inspection also revealed that portions of the 36” CMP pipe indicated evidence of significant deterioration and was in need of immediate replacement. The most effective and efficient course of action is to slip line the degraded pipe.

The area was secured with caution tape and barricades. This project was deemed an emergency due to the proximity of the roadway, and an appropriate plan of action was initiated with Shenandoah Construction, a slip lining company which is one of Northern’s approved contractors.

Fiscal Impact

A portion of this project will be paid from budgeted maintenance funds with the shortfall taken from Unit 29 reserves.

Recommendation

Northern Staff recommends Board ratification of the referenced Purchase Order No. 23-461 to Shenandoah Construction in the amount of \$90,500.00.



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

23-461

Purchase Order

Vendor :661

Shenandoah Construction

1888 N.W. 22nd Street
Pompano Beach, FL 33069
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 03/07/2023
Required Date 03/17/2023
Prepared By Greg Sale

Workflow ID 07
Status Board 2 Documents
Description Emergency sink hole repair in Unit 29

Change Order 0
Project No
Invoice to Y
follow

Comments : \$ 18,537.00 will come from GL 54613\$ 71,963.00 will come from emergency reserves

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	2901	54613	Emergency sink hole repair in Unit 29	90,500.00	90,500.00

Total : \$90,500.00

Approval Information

SUSAN P. SCHEFF Board 03/08/2023 9:51 AM
KATHLEEN E. ROUN Executive Director 03/07/2023 4:35 PM
KATHLEEN E. ROUN Finance Director 03/07/2023 4:33 PM
LAURA L. HAM Budget Manager 03/07/2023 10:36 AM
Kimberly A. Leser District Engineer 03/07/2023 9:41 AM
KENNITH R. ROUN Department Manager 03/07/2023 9:08 AM
Greg Sale Requester 03/07/2023 9:01 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
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EXECUTIVE SUMMARY

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

DATE: March 22, 2023

FROM: Katie Roundtree, Director of Finance and Administration

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

RE: Consider Declaration of Surplus Equipment

Background

Section 274.05, Florida Statutes, provides that Northern may offer property it designates as surplus property for donation to other governmental units as defined in §274.01 (1), Florida Statutes, or to a private non-profit agency as defined in §273.01 (3), Florida Statutes. Alternatively, under Section 274.06, Florida Statutes, the property may be disposed of for value to an individual, or alternately if the property is without commercial value, it may be donated, destroyed, or abandoned. Staff recently completed a phone conversion from Mitel to GoTo Connect as a result of better pricing with GoTo and Mitel being purchased by another company. As a result, the phones used by the Mitel system are no longer needed (approximately 38 phones), since new phones were provided with the new phone system.

The phones will be offered for sale on a government auction website used in the past. If they are not sold, then they will be disposed of in an environmentally safe manner.

Fiscal Impact

Replacement equipment has been provided by the new company or purchased with funds budgeted in this fiscal year.

Recommendation

Northern Staff recommends the Board declare the phones and associated equipment as surplus equipment and approve the disposal of obsolete items.

**RECOMMENDED DISBURSEMENTS FOR
MARCH 22, 2023 BOARD MEETING**

	BOND/COI**	EIPC*	NOTE PROCEEDS	LANDOWNER FUNDS	TOTALS
Unit No. 2C - Alton	9,219.35			-	9,219.35
Unit No. 5 - Henry Rolf			1,914.45		1,914.45
Unit 16 - P. B. Park of Commerce	3,350.50	-		604.50	3,955.00
Unit No. 18 - Ibis Golf & CC		138,666.00			138,666.00
Unit No. 53 - Arden	723,960.94				723,960.94
	736,530.79	138,666.00	1,914.45	604.50	877,715.74

* Equity in Pooled Cash

**Cost of Issuance

UNIT OF DEVELOPMENT NO. 2C

DISBURSEMENT NO. 170

MARCH 22, 2023

	BOND	LANDOWNER FUNDS	TOTALS
ENGINEERING:			
Arcadis U.S., Inc. (Construction Phase Svs.)	<u>19.50</u>	-	19.50
OTHER PROFESSIONALS:			
Caldwell & Pacetti (Legal Services)	<u>1,102.00</u>	-	1,102.00
MISCELLANEOUS:			
NPBCID Reimbursement (Auditors services)	2,505.89		
(NPBCID Personnel time)	<u>5,591.96</u>		8,097.85
	9,219.35	-	9,219.35

**UNIT OF DEVELOPMENT NO. 5
DISBURSEMENT NO. 17
MARCH 22, 2023**

	<u>NOTE PROCEEDS</u>	<u>TOTAL</u>
ENGINEERING:		
Mock Roos & Associates, Inc. (Replace 96" CMP in Vista Center)	<u>1,711.45</u>	1,711.45
PROFESSIONAL SERVICES:		
Caldwell & Pacetti (Legal Services)	<u>203.00</u>	203.00
	<u><u>1,914.45</u></u>	<u><u>1,914.45</u></u>

**UNIT OF DEVELOPMENT NO. 16
DISBURSEMENT NO. 134
MARCH 22, 2023**

	<u>BONDS</u>	<u>LANDOWNER FUNDS</u>	<u>TOTAL</u>
ENGINEERING:			
Kimley-Horn & Assoc. (Venture Way P.E. Services)	<u>1,813.50</u>	<u>604.50</u>	2,418.00
OTHER PROFESSIONALS:			
Caldwell & Pacetti (Legal Services)	<u>1,537.00</u>	-	1,537.00
	<u>3,350.50</u>	<u>604.50</u>	<u>3,955.00</u>

**UNIT OF DEVELOPMENT NO. 18
DISBURSEMENT NO. 194
MARCH 22, 2023**

EIPC

TOTAL

CONSTRUCTION:

Shenandoah Construction

(Ibis De-Silt and TV)

138,666.00

138,666.00

138,666.00

138,666.00

**UNIT OF DEVELOPMENT NO. 53
DISBURSEMENT NO. 119
MARCH 22, 2023**

	BOND	COST OF ISSUANCE	TOTAL
CONSTRUCTION:			
Centerline Utilities, Inc.			
(PODS D-southeast, D-southwest & I-north)	699,233.95		
			699,233.95
ENGINEERING:			
Michael Schorah & Assoc.			
(PE Construction Phase)	15,518.45		
			15,518.45
MISCELLANEOUS:			
NPBCID Reimbursements:			
(Auditors services)	4,878.26		
(NPBCID Personnel Time)	4,330.28		
			9,208.54
	723,960.94	-	723,960.94



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: March 22, 2023

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

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

RE: Unit of Development Nos. 2C, 3, 11, 16, 19, 21, 23, 24, 27B, 29, 33, 43, 45 and 49
Consider Third Amendment to Maintenance of Natural Preserves Contract
Aquatic Vegetation Control, Inc.

Background

In March 2013, Aquatic Vegetation Control, Inc. was awarded a contract for Maintenance of Natural Preserves. The contract term was one year with four additional one-year extensions. In March 2018, Northern's Board approved a Second Amendment to the contract extending the contract by one year and allowing for four additional one-year extensions through September 30, 2023.

Aquatic Vegetation Control, Inc. has agreed to a Third Amendment to their contract extending the term an additional one year with four additional one-year renewals. The remaining terms and conditions of the original contract are unchanged.

Fiscal Impact

This expenditure will be accounted for in the 2023/2024 FY budget and subsequent fiscal years' budgets.

Recommendation

Northern Staff requests Board approval of the Third Amendment to the contract with Aquatic Vegetation Control, Inc. for Maintenance of Natural Preserves.

**THIRD AMENDMENT TO MAINTENANCE OF NATURAL PRESERVES
CONTRACT BETWEEN
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
AND AQUATIC VEGETATION CONTROL, INC.
UNIT NOS. 2C, 3, 11, 16, 19, 21, 23, 24, 27B, 29, 33, 43, 45 AND 49**

This Third Amendment (the "Third Amendment") shall be effective as of the 1st day of October, 2023 (the "Effective Date") and is being entered into by and between **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT** (the "Owner") and **AQUATIC VEGETATION CONTROL INC.** (herein the "Contractor").

WITNESSETH

WHEREAS, the Owner and Contractor entered into a contract for the Maintenance of Natural Preserves within Multiple Units of Development on or about October 1, 2013, as thereafter amended in 2017 and 2018 (together the "Services Contract"); and

WHEREAS, the Owner and Contractor intend by this Third Amendment to supplement and extend the term and provisions of the Services Contract.

NOW, THEREFORE, for and in consideration of the mutual benefits to the respective parties hereto, the Owner and Contractor do hereby agree as follows:

(1) **Recitals**. The above recitals are true and correct to the best of the knowledge of the parties hereto and incorporated herein by this reference.

(2) **Amended Term**. The term of the Services Contract is hereby extended through September 30, 2024, following which the Owner may at its sole discretion grant annual renewals of the Services Contract for up to four additional one (1) year terms. Each of such annual renewals shall start on October 1 and run through September 30 of the following year and be implemented by the Owner's provision of written notice to the Contractor at or about thirty (30) days prior to commencement of the renewal term.

(3) **Contract price**. The current Contract Price shall continue through September 30, 2024. Thereafter, the Contract Price for each future annual renewal term shall be subject to an annual renegotiation which must be concluded on or before March 1st of each year (the "Re-negotiation Date"). The Contractor shall be responsible for initiating any re-negotiation of the Contract Price, with said negotiation to commence at or before sixty (60) days prior to the applicable Re-negotiation Date. The Contractor's failure to initiate a re-negotiation prior to the Re-negotiation Date shall result in continuation of the then current Contract Price during the upcoming renewal year term.

(4) **Reaffirmation**. Except as otherwise herein amended or supplemented, the terms and provisions of the Services Contract shall continue in full force and effect.

(5) **Counterparts.** This Third Amendment may be executed in one or more counterparts, all of which shall be considered as one and the same instrument.

(6) **Effective Date.** This Third Amendment shall be effective as of the date it is executed by both of the parties hereto.

IN WITNESS WHEREOF, the Owner and Contractor have hereunto set their hands and official seals on the dates hereinafter set forth.

Executed by Owner this ____ day of _____, 2023.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

Executed by Contractor this 20 day of February, 2023.

[CORPORATE SEAL]

AQUATIC VEGETATION CONTROL, INC.

By: 
Print: Sharon Eillenwaters
Title: President



UNIT NO. 2C – ALTON

STATUS REPORT



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

EXECUTIVE SUMMARY

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

DATE: March 22, 2023

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

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

RE: Unit of Development No. 2C - Alton
Consider Encumbrance Modifications to Michael B. Schorah and Associates, Inc.
Purchase Order No. 22-837-1 Design, Bidding & Construction Phase Services
Alton Phase 2 Final Paving Project – Neighborhood Parcels E and F

Background

On August 24, 2022, Northern approved a Purchase Order to Michael B. Schorah and Associates, Inc. for design, bidding and construction phase services for the remaining Community roads in Alton. KH Alton, LLC has requested Northern move forward with the installation of the final lift of asphalt on the Neighborhood roads within Parcels E and F.

The Parcel E and F Neighborhood roads are owned by Northern and, as such, would be considered Public Improvements funded by Bond Funds. In addition, the Neighborhood E and F Private alleyways were requested to be included in the bid as an Alternate and funded directly by KH Alton, LLC, per a Funding Agreement. The Engineer's estimate for the Neighborhood E and F Public and Private Improvements is approximately \$1.6 million with 86% of the cost associated with Public Improvements and 14% associated with Private Improvements. Utilizing these percentages, the Public and Private Improvements portions of this encumbrance are \$21,070.00 and \$3,430.00, respectively, for a total of \$24,500.00.

Fiscal Impact

Funding in the amount of \$21,070.00 will be paid from Northern's bond construction funds. Funding in the amount of \$3,430.00 will be funded by KH Alton, LLC.

Recommendation

Northern Staff recommends Board approval of this Encumbrance Modification to Purchase Order No. 22-837 to Michael B. Schorah & Associates, Inc. for inclusion of Final Paving Design, Bidding and Construction Phase Services for Parcels E and F in the amount of \$24,500.00.



March 1, 2023

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

Attn: Mr. Dan Beatty, P.E., Executive Director

RE: UNIT 2C – Alton Neighborhood Parcels E and F

Dear Mr. Beatty:

Michael B. Schorah and Associates, Inc. (MBSA) is pleased to present Northern Palm Beach County Improvement District (NPBCID) with this proposal, for your consideration, for bidding and construction administration services for Neighborhood Parcels E and F curb and walk repairs, final asphalt and paver placement, pavement markings and signage as outlined in the following scope of services.

A. ENGINEERING PLANS, SPECIFICATIONS AND PERMITTING

1. Perform walkthrough to identify required repair work associated with final lift of asphalt.
2. Prepare bid plans for curb and walk repairs, removal of asphalt transitions/manhole rim and valve box adjustments, placement of final lift of asphalt, installation of paver bricks, final thermoplastic striping, RPM placement and sign installations.
3. Prepare and submit Neighborhood Parcel E and F Final Paving Plans to the City of Palm Beach Gardens.
4. Address plan review comments as required for approval.
5. Prepare opinion of cost, specifications and final bid quantities based on final engineering plans.
6. A portion of the Neighborhood Parcel E and Parcel F services listed above are to be provided by Thomas Engineering Group. A 5% sub-consultant administrative fee has been added for these services.

B. BID PACKAGE ADMINISTRATION

1. Provide necessary information and input to NPBCID for preparation of project manual and bid documents.
2. Attend mandatory pre-bid meeting.
3. Respond to Contractor's requests for information during bid process.

C. MEETINGS

1. Organize and attend pre-construction conference with agencies, Client and Contractor(s).
2. Organize and attend coordination / progress meetings as required.

D. CONSTRUCTION PHASE SERVICES

General:

1. Review and verify quantities and measurements in Contractor's pay application requests.
2. Review and verify quantities and measurements in Contractor's change order requests as required.
3. Review and respond to Contractor's requests for information regarding Civil items as required.
4. Coordinate and perform construction observations as required by regulatory agencies.

Paving Systems:

1. Perform walkthrough with Contractor, NPBCID, PBG, Kolter and POA representatives to identify extent of curb replacement required prior to asphalt pavement installation.
2. Field observations of curb and walk replacement, final asphalt and paver brick installations, sign placement, temporary and final pavement markings / RPM placement.
3. Final reviews with the NPBCID, PBG, Kolter and POA.

E. POST CONSTRUCTION

1. Assemble final project documentation and data provided by Contractor.
2. Review documentation and process through agencies to facilitate project acceptance and conveyances.

F. FEES

A. Engineering Plans, Specifications and Permitting

Neighborhood E	
(MBSA).....	\$1,000.00
(Thomas Engineering Group).....	\$3,000.00
Neighborhood F	
(MBSA).....	\$1,000.00
(Thomas Engineering Group).....	\$3,000.00

B. Bid Package Administration

Neighborhood E	\$800.00
Neighborhood F	\$800.00

C. Meetings

Neighborhood E	\$800.00
Neighborhood F	\$800.00

Northern Palm Beach County Improvement District
March 1, 2023
Page 3

D.	<u>Construction Phase Services</u>	
	Neighborhood E	\$5,000.00
	Neighborhood F	\$5,000.00
E.	<u>Post Construction</u>	
	Neighborhood E	\$1,500.00
	Neighborhood F	\$1,500.00
	5% Administrative Fee	\$300.00
	Total	\$24,500.00

The sub-consultant proposal from Thomas Engineering Group has been attached herewith and made a part of this proposal.

Please review this information and feel free to contact me if you have any questions.

Sincerely,



Martha H. Carter, P.E.
Vice President

C:\mcarter\word\1665propCAFfinalAsphalt.doc

Cc: Ms. Kimberly Leser, P.E., District Engineer
Mr. Scott Morton, Kolter Homes, LLC

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

February 17, 2023

Michael B. Schorah & Associates, Inc.
1850 Forest Hill Blvd., Suite 206
West Palm Beach, FL 33406

Attention: Ms. Martha Carter

**RE: Professional Engineering Services
Proposed Single Family Development
Alton Parcels E & F
Palm Beach Gardens, FL**

Dear Ms. Carter,

Please find this Contract to perform the following services:

- A. Perform final walk through in Parcel E to identify limits of final paving, pavers and any required repair work associated with final lift of pavement. Prepare an exhibit and quantities to support final bid quantities.

FEE: \$ 3,000.00

- B. Perform final walk through in Parcel F to identify limits of final paving, pavers and any required repair work associated with final lift of pavement. Prepare an exhibit and quantities to support final bid quantities.

FEE: \$3,000.00

TOTAL FEE: \$ 6,000.00

Please review this Contract for Services as it pertains to the above referenced items and indicate your acceptance by signing below and returning an executed copy to our office. Should you have any questions, comments or require any additional information, please do not hesitate to contact me.

Sincerely,

THOMAS ENGINEERING GROUP, LLC



Ryan O. Thomas, P.E.
President

ACCEPTED BY:

SCHORAH & ASSOCIATES, INC.

By: _____
Signature (date)

STANDARD TERMS AND CONDITIONS

This document is incorporated in and forms a part of the Contract between **THOMAS ENGINEERING GROUP, LLC** (the "Firm"), and **Caulfield & Wheeler, Inc.** (the "Client"), to which these Terms and Conditions are attached:

- I. PROFESSIONAL RESPONSIBILITY** – The Firm represents that it will perform the services described in the "Contract" attached hereto (the "Professional Services"), and in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms, under similar circumstances, at or near the same location, at the time the Firm performs the Professional Services. There are no other representations to the Client, either expressed or implied. The Firm does not guarantee approval of or a specific result from the preparation of any plans and/or documents submitted for review. The Firm will complete the Professional Services within a reasonable period of time consistent with applicable professional standards, subject to external parameters and delays and elements within the Firm's control, however, the Firm is not responsible for the timeliness of the Client obtaining applicable approvals, permits, or the like. The Firm has no duty, obligation or responsibility to inspect, observe, comment, or report on the work of other contractors, vendors or material suppliers, or on conditions, of any nature whatsoever, which exist at, in, on, about, or near the project or property which is the subject of these Terms and Conditions and the Contract.
- II. CLIENT RESPONSIBILITY** – Client agrees to provide access and right of entry to the subject property for Firm's personnel and any equipment or materials necessary for the Firm to complete the Professional Services. Client further agrees to assist the Firm by providing to the Firm, promptly after the Firm's request, with all information pertaining to the Project which is the subject of the Contract, any Agreement regarding the Project, if one exists and is applicable, and any other documents or materials related to an Agreement or the Project or referenced therein (collectively the "Contract Documents"), and/or these Terms and Conditions, including, but not limited to, existing plans, surveys, recorded deeds, correspondence, reports, specifications, subsurface reports, easement information, and any other related items or information, such that the Firm may perform and complete Professional Services in the most efficient fashion.
- III. PAYMENT TERMS** – The Firm agrees to perform the Professional Services and the Client agrees to pay the Firm for the Professional Services described in the Contract, without regard to the success or time of completion of the Project, but upon the Firm's completion of the Professional Services and invoicing Client for same. The Firm shall generate Invoices for Professional Services and expenses, monthly. Payment for Invoices is due immediately upon Client's receipt of an Invoice and, in no event, later than thirty (30) day of mailing of an Invoice (the "Due Date"). If Client fails to pay an Invoice on or before the Due Date, the Firm reserves the right, three (3) days after the Firm delivers written notice to Client of said delinquency, to: 1) immediately cease all Professional Services; and 2) to pursue any and all remedies against Client. Client shall fully indemnify and hold the Firm harmless from and against any and all damages of any nature and kind whatsoever, without limitation, that result in whole or in part, from Firm's cessation of its Professional Services as described herein.

In the event the Firm commences a legal action or pursues a claim of any kind or any collection effort against Client for an unpaid Invoice(s) or portion of same (collectively "Claim"), the Client agrees that it shall, in addition to owing the Firm for principal and interest in the amount of one percent (1%) per month commencing on the Due Date, also reimburse and be liable to the Firm for all collection costs, including but not limited to, court costs, reasonable attorneys' fees, staff time, administrative time, in-house Counsel time, and any other related expenses in connection with the Firm's pursuit of a Claim (collectively "Collection Fees"). In the event the Firm possesses a Client retainer, the Firm may, at its option, apply monies paid as a retainer to the Firm's Final Invoice or to any Invoice or delinquent Invoice(s), at any time, and Client specifically acknowledges and agrees to the Firm's right to do so. Once the Firm has been paid for all Professional Services and expenses, the Firm shall refund any remaining retainer to the Client, after Client's request. The Firm reserves the right to modify or increase its billing rates on or after the year anniversary date of the Contract.

Client shall provide the Firm with written notice of any disputed charge(s) on or before the Due Date for an Invoice (the "Dispute Notice"). If Client fails to provide the Dispute Notice, Client agrees that it is specifically waiving all rights to dispute said Invoice and any charges contained therein. If Client delivers the Dispute Notice to the Firm on or before the Invoice's Due Date, Client must pay the invoiced amount to Firm, minus the disputed amount, by the Invoice Due Date. Client shall not withhold amounts not disputed. The Dispute Notice must set forth, in specific detail, all bases and reasons for Client disputing said Invoice. Any bases and reasons that Client fails to include in the Dispute Notice are automatically and permanently waived. The Firm and Client shall attempt, in good faith, to promptly resolve disputed Invoices. If any dispute is subsequently resolved or settled in the Firm's favor, then the Client shall pay the disputed amount previously withheld within ten (10) days of such resolution (or settlement) in Firm's favor, including interest at the rate of one percent (1%) per month commencing on the Due Date for said Invoice through the date the Client pays said Invoice and all Collection Fees. If the dispute is subsequently resolved or settled in Client's favor, the Firm shall issue a credit on Client's subsequent Invoice for the disputed amount resolved or settled in Client's favor.

IV. INDEMNIFICATION – Client and the Firm

- A) **THE FIRM TO CLIENT:** The Firm hereby agrees to indemnify and hold the Client and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, and employees harmless from, against and for any losses, injuries, damages, claims, penalties, actions, causes of action, demands, liabilities, judgments, expenses, or the like, including reasonable attorney's fees and reasonable litigation costs (collectively "Damages"), which are directly and proximately caused by the Firm's or the Firm's employees, agents or subconsultant's negligence, gross negligence, action(s) and/or omissions(s); provided, however, that the Firm's obligation hereunder shall not exceed the percentage which the Firm is found liable and responsible for said Damages. After Client's request, the Firm will provide confirmation to the Client of the Firm's insurance coverage regarding professional liability and commercial liability coverage.
 - B) **CLIENT TO THE FIRM:** Client hereby agrees to indemnify and hold the Firm, and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, servants, employees, consultants, and subconsultants (collectively "The Firm Parties") harmless from, against and for all Damages, deriving out of, for or in any way related to any claim or loss of and/or for damage to person(s) (injury or death), and/or to property including, but not limited to, the Project, and/or injuries to or death of or to any and all persons, including injury or death to The Firm Parties or Third Parties, or damage to the Firm's property (the foregoing indemnification language shall collectively be referred to herein as "Indemnification Protection"). The Indemnification Protection includes any injury, death or damage, as more fully described above, which is caused by or results from Client's breach and/or violation of either these Terms and Conditions, the underlying Contract, and/or the Contract Documents, and/or the Client's negligence, gross negligence, action(s) and/or omission(s). Client, as used in this Article IV B, includes the Client's agents, servants, employees, subcontractors, anyone or entity for whom Client is responsible and/or anyone acting by, through, on behalf of, or under the Client.
- V. **OWNERSHIP OF DOCUMENTS** – All reports, field data, data, notes, plans, calculations, estimates, drawing documents and other work and items which Firm creates or prepares, either in electronic format or otherwise (collectively "Firm Materials"), are instruments of service and shall remain the Firm's property, until Client fully pays the Firm for all Professional Services and expenses related to the Firm's creation of the Firm Materials. Client agrees that it shall immediately return to the Firm, upon Firm's demand, all Firm Materials which the Firm furnishes to the Client or Client's agents, servants, employees, subcontractors, any person or entity for whom Client is responsible and/or anyone acting by, through or under Client (collectively "The Client Parties") which are not fully paid for, and that same will not be used for any purpose other than to complete the Project, other phases of the Project for which Firm prepared the Firm Materials, or any other project, whatsoever. During the time period when Firm is performing the Professional Services, the Firm will retain all pertinent records related to the Professional Services and the Firm Materials. Proprietary information and the Firm's intellectual property including, but not limited to, the Firm's layering process for Plans (collectively "Proprietary Information"), are not included within the phrase Firm Materials and shall, without exception, remain the Firm's property and the Firm shall retain all ownership rights and interests to the Proprietary Information under all circumstances, and without limitation.

The Client agrees not to use or re-use the Firm Materials, either in whole or in part, for any purpose other than for the Project and not to alter same. The Client agrees not to transfer, send, share, copy, convey or provide the Firm Materials to any individual or entity without the Firm's prior written consent and without executing the Firm's Standard Indemnification and Hold Harmless Agreement in the Firm's favor. The Client further covenants and agrees to waive any and all claims, actions, demands and causes of action, whether legal, equitable or otherwise, of every nature and description, that the Client has, had or may have against the Firm related to or resulting in any way either from the Client's unauthorized changes to (however small) or reuse of the Firm Materials for any other project, any other phase of the current Project, or any purpose by anyone other than the Firm (collectively "Misuse").

The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Firm and The Firm Parties harmless from any and all claims, damages, losses, injuries, injury to property, injury to person, lawsuits, actions, causes of action, third party action(s), and the like and for all costs and expenses, including but not limited to, court costs, reasonable attorneys' fees, collection fees, staff time, administrative time, in-house Counsel time, and any other related expenses (collectively "Claims, Damages and Costs") arising from or in any way related to Client's Misuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent. Client agrees that the Firm shall not be liable for any damage, injury to or death of persons, or damage to property of Client or any other person or entity, from any cause whatsoever, arising from or in any way relating to Client's Misuse or reuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent, which requirement of a writing cannot be waived.

- VI. REVOCAION OF CERTIFICATION OR STATEMENTS** – The Firm shall have the right to revoke any certification, statements, professionally sealed documents or plans (the "Firm's Documents") either if the Firm is made aware of the unauthorized or prohibited use of same by the Client, The Client Parties or any others, or based upon Client's failure to pay Invoices by the Due Date. The Client assumes the risk of any and all damages, injuries, claims and/or actions that result from the unauthorized use of the Firm's Documents as described in this Article VI.
- VII. TERMINATION** – Client may terminate the Contract if the Firm fails to substantially perform under the Contract, after five (5) business days' written notice to the Firm and an opportunity for the Firm to cure during that time period. The Client may terminate this Contract for convenience after three (3) business days' written notice to the Firm of said intention. The Firm may terminate the Contract if Client breaches the Contract or these Terms and Conditions. The terminating party must provide the other party with three (3) business days' written notice, which Notice describes, in detail, the reasons, to the extent they exist, for the termination. In the event either party terminates the Contract for any reason, Client shall pay the Firm for all Professional Services the Firm has performed and all expenses the Firm has incurred up through and including the termination date. The effective termination date is the third business day after the date the notice of termination is delivered, as described below in Article XIV.
- VIII. ASSIGNMENT** – This document is binding upon the parties, their successors, representatives, employees, agents, servants and assigns. Neither the Firm nor the Client shall assign or transfer this document or any interest herein without the other party's prior written consent and only after thirty (30) days; advance notice of intent to assign. The Firm may, without the Client's consent, subcontract any portion of the Professional Services hereunder or under the Contract, after fourteen (14) days' advance written notice to Client of the Firm's intention to do so.
- IX. NO WAIVER** – The failure of either party to insist, in any one or more instances, on the strict performance of any provisions of the Contract or these Terms and Conditions, or the failure of either party to exercise any right, option or remedy hereby reserved and/or provided under the applicable law, shall **not** be construed as a waiver of any such provision, right, option or remedy, or as a waiver of a subsequent breach. The Firm's consent or approval of any act by the Client requiring the Firm's consent or approval shall not be construed to waive or render unnecessary the requirement for the Firm to consent or approve any subsequent, similar act by Client. No provision of this document shall be deemed to have been waived unless such waiver shall be in writing and signed by the party to be charged with waiver.
- X. EXERCISE OF REMEDIES** – The parties to this document agree that the Firm's exercise of any one or more of the remedies set forth in these Terms and Conditions shall, at the Firm's option, constitute an exercise of the same remedy or remedies under any contract with Client. The parties agree that the Firm can terminate or suspend work under any contract with Client or entity with common ownership with Client, if Client violates this Contract and/or these Terms and Conditions. Further, either party's exercise of any remedy hereunder or otherwise, shall not preclude that party from exercising other remedies which it is permitted to exercise under the law. The remedial right available to either party regarding the Contract or these Terms and Conditions may be exercised simultaneously, cumulatively, or alternatively as may be necessary or appropriate to enforce such party's rights.
- XI. CONSEQUENTIAL DAMAGES** – The Firm shall not be liable to the Client for consequential damages under any circumstances including, but not limited to, as a result of the Firm's Termination of the Contract pursuant to Articles VII and/or X, hereunder.
- XII. SEVERABILITY AND TITLES** – The provisions of the Contract and these Terms and Conditions shall be severable, and if any provision of either shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder of these Terms and Conditions or the Contract. The titles given to the Articles in this document are for ease of reference, *only*, and shall not be relied upon or utilized for any other purpose.
- XIII. THIRD PARTIES** – Nothing contained in this document and/or the Contract shall create a contractual relationship with or cause of action in favor of any third party against the Firm, The Firm Parties, or the Client.
- XIV. NOTICES** – Whenever in this document, or the Contract, written notice or demand is required or permitted, such notice or demand shall be deemed to have been given to, delivered or served upon the party intended to receive the same if such notice is in writing addressed to that party at the address identified in the Contract, and sent or delivered either by (i) Registered or Certified Mail, return receipt requested, postage prepaid; (ii) Federal Express or such other nationally recognized commercial, overnight, receipted delivery service; or (iii) hand delivery. Legal Counsel for any party hereto shall be entitled to give any notice for such party. The date of delivery of any notice provided for herein shall be the date after the date of deposit to the overnight delivery service, or two days after the deposit if sent Certified Mail, return receipt requested, or the date of actual delivery if hand-delivered, unless said date falls on a weekend or legal holiday and then the date of delivery shall be the first non-holiday and non-weekend as outlined above. The person and place to which notice may be given may be changed from time to time by the Client or the Firm, upon written notice to the other, effective five (5) business days after delivery of such notice.
- XV. ENTIRE AGREEMENT** – This is a complete agreement. Each party hereto acknowledges its full understanding of, and agreement with this document and, further, the parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements in connection herewith, other than as contained in the Contract, that are not incorporated herein. All previous negotiations and agreements between the parties are merged into this document which, along with the Contract, fully and completely expresses the entire agreement between the parties hereto. The terms of this document may only be modified by a writing, signed by the parties hereto. This document is to be interpreted without regard to any rule of construction as to which party drafted this document.
- XVI. VENUE and GOVERNING LAW** – Any claims, actions, controversies, disputes, or the like, must be brought in the Federal or State County Court where the Firm is located, as indicated in the Contract. The parties hereto understand, agree and acknowledge the above constitutes a waiver of a right that the parties might otherwise have to bring a claim, action, etc., in any other venue, jurisdiction or location. This document shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State where the Firm's principal place of business is located, as indicated in the Contract.
- XVII. PERSONAL LIABILITY IMMUNITY** – An individual employee or agent of the design professional/consultant may not be held individually liable for negligence.



**Northern Palm Beach County
Improvement District**

Purchase Order No. 22-837-1

Encumbrance Modification

<p>Vendor :326</p> <p>MICHAEL B. SCHORAH & ASSOCIATE</p> <p>1850 FOREST HILL BLVD, STE 206 WEST PALM BEACH, FL 33406 Phone - / Fax -</p>	<p>Comments</p> <p>The Engineer's Est. for the Neigh. E and F Public & Private Imp. = +/- \$1.6 M with 86% being Public Improvements and 14% being Private. Therefore, Public portion =\$21,070.00 and Private portion =\$3,430.00.00</p>
<p>Document Information</p> <p>Document Date 03/03/2023 Required Date 03/03/2023 Prepared By KATHLEEN J. MALONEY-POLLACK Workflow ID 07</p> <p>Status Board 2 Documents Description Change Order No. 1 - Add Engineering Services for Parcels E and F</p>	<p>Change Order 01</p> <p>Project No 636</p> <p>Invoice to Y follow</p>

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	02CA	53101	Change Order No. 1 - Add Engineering Services for Parcels E and F	21,070.00	21,070.00
1	EA	02CB	53101	N/A	3,430.00	3,430.00

Total : \$24,500.00

Approval Information

SUSAN P. SCHEFF	Board	03/08/2023 9:23 AM
KATHLEEN E. ROUN	Executive Director	03/07/2023 4:35 PM
KATHLEEN E. ROUN	Finance Director	03/07/2023 4:34 PM
LAURA L. HAM	Budget Manager	03/06/2023 12:06 PM
Kimberly A. Leser	District Engineer	03/06/2023 11:44 AM
KATHLEEN E. ROUN	Finance Director	03/03/2023 5:34 PM
LAURA L. HAM	Budget Manager	03/03/2023 1:13 PM
Kimberly A. Leser	District Engineer	03/03/2023 11:27 AM
KENNITH R. ROUN	Department Manager	03/03/2023 11:25 AM
KATHLEEN J. MALO	Requester	03/03/2023 10:03 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: March 22, 2023

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

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

RE: Unit of Development No. 2C - Alton
Consider Funding Agreement No. 20
Alton Phase 2 Final Paving Project – Neighborhood Parcels E and F

Background

On August 24, 2022, Northern approved a Purchase Order to Michael B. Schorah and Associates, Inc. for design, bidding and construction phase services for the remaining Community roads in Alton. KH Alton, LLC requested Northern move forward with the installation of the final lift of asphalt on the Neighborhood roads within Parcels E and F as part of the Phase 2 Final Paving Project Bid.

The Parcel E and F Neighborhood roads are owned by Northern and, as such, would be considered Public Improvements funded by Bond Funds. In addition, the Neighborhood E and F Private alleyways were requested to be included in the bid as an Alternate to be funded directly by KH Alton, LLC. The Engineer's estimate for the Private Improvements is \$218,144.77. Funding in the amount of \$272,680.96, which represents 125% of the Private Improvements cost estimate, will be provided by the Landowner in accordance with Funding Agreement No. 20.

Fiscal Impact

Funding for the public improvements of approximately \$1.38 million will be paid from Northern's bond construction funds. Funding for the private improvements will be funded by KH Alton, LLC in the amount of \$272,680.96, which represents 125% of the private improvements.

Recommendation

Northern Staff recommends Board approval of Funding Agreement No. 20 in the amount of \$272,680.96.

**FUNDING AGREEMENT NO. 20 FOR CONSTRUCTION
OF PRIVATE IMPROVEMENTS
BY AND BETWEEN
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
AND
KH ALTON LLC
FOR
UNIT OF DEVELOPMENT NO. 2C**

This Agreement (the "Agreement") shall be effective as of the ____ day of _____, 2023 (the "Effective Date") and is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the State of Florida, located at 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as "Northern"), and KH ALTON LLC, a Florida limited liability company, located at 105 NE 1st Street, Delray Beach, Florida 33444 (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, Northern is an independent special district of the State of Florida, created pursuant to Chapter 2000-467, Laws of Florida, as amended, and has certain authorizations and powers as to lands located within its jurisdictional boundaries; and

WHEREAS, Northern previously created its Unit of Development No. 2C (the "Unit") and is willing to commence the implementation and construction of certain hereinafter identified private improvements on behalf of said Unit; and

WHEREAS, Northern has adopted a Plan of Improvements (the "Plan Improvements") for the Unit which describes all of the public infrastructure improvements to be constructed by Northern on behalf of the Unit; and

WHEREAS, the Developer has requested that in conjunction with Northern's implementation of its Plan of Improvements, that Northern also install or construct those improvements described in attached Exhibit "A" that the Developer would otherwise have to construct (hereinafter referred to as the "Private Improvements"); and

WHEREAS, the Developer acknowledges that for Northern to implement the installation or construction of the Private Improvements, the Developer will be obligated to provide financial security or funding for certain costs and expenses related to the Cost of Construction (as hereinafter defined) of the Private Improvements.

NOW, THEREFORE, for and in consideration of the mutual understandings and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

SECTION 2. DEFINITIONS.

(A) Cost of Construction. The phrase “*Cost of Construction*” shall mean all costs and expenses of whatsoever nature as may be required for, derived from or arise out of Northern’s design, permitting, implementation or construction of any one or more of the Private Improvements, including by way of example but not limitation: administrative, legal, engineering, surveying and other professionals or consultants fees, costs and expenses; advertisement and publication costs; photocopy, telecopy, computer and telephone costs and expenses; payments to contractors, subcontractors, materialmen and/or laborers for implementation, installation and/or construction of the Private Improvements; change orders to construction contracts or contractor delay claims; governmental entity or agency applications and permits; litigation costs, including appellate and/or mediation plus professional consultation relating thereto or as witnesses, and/or penalties or fines.

(B) Developer’s Agreement. The phrase “*Developer’s Agreement*” shall mean: (i) that particular Developer’s Agreement dated August 15, 2013 previously entered into by Northern and Kolter Acquisitions LLC, which Developer’s Agreement has been assigned to and assumed by Developer by virtue of that certain Assignment, Release and Assumption Agreement dated January 24, 2014, which was consented to by Northern on February 26, 2014 and (ii) the First Amendment thereto dated February 24, 2016.

(C) Project Manual. The phrase “*Project Manual*” shall mean such contract documents that pertain to implementation and construction of any one or more of the Private Improvements that are made a part of any agreement entered into between Northern and a contractor, including but not limited to construction contracts, addenda thereto, contractor’s bids (including documentation accompanying the bids and any post-bid documentation submitted prior to a notice of award) when attached as an exhibit to the construction contract, payment and performance bonds, general and supplementary conditions to the construction contract, specifications and drawings as same are more specifically identified in the construction contract, together with all amendments, modifications and supplements issued by Northern pursuant to the construction contract on or after the effective date of same.

SECTION 3. NORTHERN CONSTRUCTION PROCEDURE. Provided the Developer complies with the terms and provisions of this Agreement and the Developer’s Agreement, then in that event Northern does hereby agree as follows:

(A) Construction of Private Improvements. To proceed with the implementation and construction of the Private Improvements, with such work to be carried out pursuant to the applicable Project Manual’s terms and conditions, as may be amended from time to time.

(B) Professional Services. The provision of such reasonable administrative, legal, survey and/or engineering services as may be necessary and appropriate in order to construct any one or more of the Private Improvements.

(C) Financing. All obligations and services of Northern as contained herein or in the Developer’s Agreement, are subject to the Developer providing payment, in a prompt and timely fashion, of the Cost of Construction pursuant to Section 4 of this Agreement.

(D) Expenditures. To expend any advanced Cost of Construction funds and/or draw upon any Irrevocable Standby Letter of Credit(s) in accordance with the provisions of Section 4 of this Agreement.

(E) Accountings. Upon receipt of a written request, to provide an itemization to the Developer of all expenditures by Northern for payment of the Cost of Construction for Private Improvements and, upon the Developer's specific request, copies of invoices and backup for such payments.

(F) Bill of Sale. At or before Northern's issuance of a Notice to Proceed for the construction of works pursuant to a Project Manual, which works include one or more of the Private Improvements, the Developer shall be obligated to provide written direction to Northern of the name and address of the entity or entities to which the Private Improvements are to be conveyed upon Northern's completion of their installation and/or construction. The Private Improvements shall be conveyed to such entity or entities by Northern through a Bill of Sale similar in form to that attached hereto and identified as Exhibit "B".

SECTION 4. DEVELOPER'S DUTIES AND OBLIGATIONS The Developer does hereby agree to the following duties and obligations, namely:

(A) Financing. At or before the Effective Date of this Agreement, to advance or deliver to Northern the initial estimated Cost of Construction for the Private Improvements as follows:

(i) Funding Developer may either: (a) advance to Northern at or before the Effective Date of this Agreement, the sum of \$272,680.96 which sum represents 125% of the current estimate of the Cost of Construction of the Private Improvements and shall be held by Northern in an advanced construction payment account (which may be commingled with other Northern funds but must be accounted for separately), and, together with any interest accumulated thereon, used by Northern for the payment of the Cost of Construction of the Private Improvements or, (b) provide an Irrevocable Standby Letter of Credit from a financial institution having a Weiss rating of no less than a "B-" and an expiration date of no less than six (6) months from date of issue, in form acceptable to Northern and as generally described in attached Exhibit "C", which Irrevocable Standby Letter of Credit shall be in the sum of \$272,680.96 as security for the Cost of Construction of the Private Improvements and equal to 125% of the current estimate of the Costs of Construction of the Private Improvements.

(ii) Use of Irrevocable Standby Letter of Credit. Before an Irrevocable Standby Letter of Credit may be drawn upon by Northern, Northern shall first submit a written invoice to the Developer for payment. Payment of the Northern invoice must be received by Northern on or before ten (10) business days after said invoice's dated date or Northern shall thereupon and without further notice be entitled to draw upon the Irrevocable Standby Letter of Credit in an amount equal to the invoiced amount.

(iii) Responsibility for Cost of Construction. Regardless of any language herein to the contrary, it is expressly understood and agreed that the Developer is solely responsible for the payment of all of the Cost of Construction for the Private Improvements. Therefore, if for any reason the herein identified advanced funds or amount of an Irrevocable Standby Letter of Credit are insufficient for Northern to pay the Cost of Construction for all or a part of the Private Improvements, the Developer shall be obligated to deliver payment to Northern of such underfunded, unpaid or unsecured portion of the Cost of Construction on or before ten (10) business days following the dated date of a written invoice or request from Northern for such payment.

(B) Indemnification. The Developer does hereby indemnify and hold Northern harmless of and from any and all loss or liability that Northern may sustain by reason of its design, implementation and construction of the Private Improvements, with said indemnification and hold harmless to include but not be limited to: (i) all Cost of Construction, (ii) direct costs or damages, (iii) indirect or

consequential costs and damages (provided there is a proximate cause relationship), (iv) fines and/or penalties and (v) any and all injuries or damages sustained by persons or property, including reasonable attorney's fees and costs (including appellate or mediation) that may be incurred or sustained by Northern that relate to the design, implementation, construction and, as limited by the immediately following sentence, the operation and maintenance of the Alton Improvement(s), but excluding any such loss or liability incurred or sustained that is a direct and proximate result of the gross negligence of Northern.

SECTION 5. TERM OF AGREEMENT. Unless otherwise terminated as herein provided, this Agreement shall continue in full force and effect for a period of twenty-four (24) months from the Agreement's Effective Date.

SECTION 6. MISCELLANEOUS PROVISIONS.

(A) Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, facsimile or telegraphic communication) and shall be (as elected by the person giving such notice) delivered by prepaid express overnight courier or messenger service, telecommunicated via facsimile or email (followed by mailing), or mailed to the following addresses:

As to NORTHERN: Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418-7106
Attn: Executive Director
Telephone: (561) 624-7830
Email: Danvers@npbcid.org

As to DEVELOPER: KH Alton LLC
105 NE 1st Street
Delray Beach, Florida 33444
Attn: John Csapo
Telephone: 561-682-9500
Email: jcsapo@kolter.com

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

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

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

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

(E) Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent

so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

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

(G) Waiver of 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 Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

(H) 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.

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

(J) Enforcement of Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights of remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

(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 be construed simply according to its fair meaning.

(L) 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.

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

EXECUTED by NORTHERN this ____ day of _____, 2023.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

Assistant Secretary

By: _____
President, Board of Supervisors

EXECUTED by DEVELOPER this 7th day of March, 2023.

KH ALTON LLC, a Florida limited liability company

By: 

Print: Brian Grove, P.E.

Title: Community Leader – Palm Beach

Exhibit “A”

PRIVATE IMPROVEMENTS

[See attached for List of Private Improvements]

The Private Improvements, identified as Alternate 1, in PRJ 636 Unit 2C – Alton Phase 2 Final Paving Project consist of curb, sidewalk and paver brick repair and the installation of final pavement markings on alleyways within Parcels E (Neighborhood 3) and F (Neighborhood 4) of the Alton PCD as identified on the Plat of Alton Neighborhood 3 PB 125 PG 179 and the Plat of Alton Neighborhood 4 PB 125 PG 187.

Exhibit "B"

Northern Palm Beach County Improvement District
Unit of Development No. 2C

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 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, chattels, all as 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 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 unconditionally 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 _____, 20__.

[DISTRICT SEAL]

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

Attest: _____
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 _____, 20__, 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 _____.

[Balance of Page Intentionally Left Blank]

CONSENT TO ASSIGNMENT OF WARRANTIES

The undersigned does hereby consent to and approve the assignment by Northern Palm Beach County Improvement District of all warranties the undersigned provided or is obligated to provide Northern Palm Beach County Improvement District for the goods and chattels described in Exhibit "A" to this instrument.

Executed this ____ day of _____, 20__.

[CORPORATE SEAL]

Name of Contractor
By: _____
Print: _____
Title: _____

[Balance of Page Intentionally Left Blank]

Exhibit "C"

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____.

ISSUE DATE:

EXPIRATION DATE:

BENEFICIARY

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT
359 Hiatt DRIVE
PALM BEACH GARDENS, FL 33418

APPLICANT

ISSUING BANK

AMOUNT:\$

FOR THE ACCOUNT OF APPLICANT WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ IN THE BENEFICIARY'S FAVOR FOR AN AMOUNT NOT EXCEEDING IN THE AGGREGATE USD \$ _____(U.S. DOLLARS) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT BEARING THE CLAUSE, DRAWN UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ AND ACCOMPANIED BY:

- 1.) A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IN THE FORM OF ANNEX "A" ATTACHED HERETO AND APPROPRIATELY COMPLETED.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT, TOGETHER WITH THE ATTACHED ANNEX "A", SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR INSTRUMENT.

WE HEREBY AGREE THAT EACH DRAFT DRAWN AND PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED BY US IF PRESENTED TO US AT OUR OFFICE LOCATED AT:

ADDRESS: _____

ATTENTION: _____

DURING REGULAR BUSINESS HOURS ON ANY DATE OR DATES ON OR BEFORE THE EXPIRATION DATE WITH THE CUTOFF TIME FOR PRESENTATION OF DRAFTS ON SAID EXPIRATION DATE TO BE 3:00 P.M. EASTERN STANDARD TIME.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS ALSO AVAILABLE BY SIGHT PAYMENT AT THE COUNTERS OF THE (name and address of local Bank Branch).

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE “UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS” (CURRENT REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600.

(NAME OF ISSUING BANK)

By: _____
SIGNATURE

PRINT NAME: _____

TITLE: _____

ANNEX "A"

RE: (name of bank) Irrevocable Standby Letter of Credit No. _____.

The undersigned, as an authorized representative of the Beneficiary, hereby certifies to you that the Beneficiary has approved for your payment the attached draft in the amount of \$ _____.

In witness whereof, the undersigned has executed this Annex "A" as of the _____ day of _____, 20__.

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____

Signature

{DISTRICT SEAL}

Print Name

Title

END OF ANNEX "A"



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: March 22, 2023

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

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

RE: Unit of Development No. 2C – Alton
Consider Temporary License Agreements (2)

Background

Northern is conducting work within the private alleys of Parcel E-Neighborhood 3 and Parcel F-Neighborhood 4 within the Alton Community. The alleyway tracts are identified as Tracts A1 through A5 on the Alton Neighborhood 3 Plat as recorded in Plat Book 125, Page 179 and as Tracts A1 through A3 on the Alton Neighborhood 4 Plat as recorded in Plat Book 125, Page 187, in the Official Records of Palm Beach County Florida. In order to construct the improvements, Northern's contractor will require access on private property. The attached Temporary License Agreements will authorize this activity. The agreements were prepared by Northern's General Counsel and provide the necessary authorization from the Landowner.

Fiscal Impact

There are no fiscal impacts associated with this item.

Recommendation

Northern Staff, General Counsel and District Engineer recommend approval of the Temporary License Agreements.

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (the “Agreement”) shall be effective as of the _____ day of _____, 2023 (the “Effective Date”), and is being made and entered into by and between Alton Neighborhood 3 Association, Inc. whose address is c/o Lang Management Company, 13255 Alton Road, Palm Beach Gardens, Fl. 33418 (hereinafter referred to as the “Licensor”) and 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 the “Licensee”).

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

SECTION 1. GRANT OF LICENSE. As to that real property described in attached Exhibit “A” (the “Property”) the Licensor hereby grants to Licensee, including the exercise and usage thereof by its authorized employees, consultants, contractors, subcontractors and materialmen, the right to carry out such installation and construction activity and work as is described on attached Exhibit “B”, including reasonable ingress and egress of personnel, motor vehicles, construction equipment and construction materials to, from and upon the Property as is reasonably necessary to carry out such activity and work, (together the “Licensed Activity”). Licensee and Licensor acknowledge and agree that the Licensed Activity is for the benefit of the Licensor, will result in a physical improvement being installed and located upon the Property and that upon the Licensed Activity’s completion, the Licensor shall thereafter own and be responsible for the maintenance and operation of such physical improvement.

SECTION 2. TERM. The term of this Agreement shall begin as of its Effective Date and automatically terminate two (2) years after said Effective Date.

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

SECTION 4. INDEMNITY. This Agreement is, and shall at all times remain, subject to the Licensee’s obligation and agreement to indemnify and hold harmless Licensor from and against monetary losses, damages, costs and expenses, including related reasonable attorneys’ fees, paralegals’ fees and court costs, that arise in tort and out of personal injury or death or damage to or loss of property resulting from the presence of the Licensee or its employees, agents, consultants, materialmen, or contractors on the Property pursuant to the rights conferred hereunder to the extent the Licensee may do so without waiver of its sovereign immunity from liability as afforded to a sovereign entity under applicable law, including the monetary dollar limitations afforded by Section 768.28, Florida Statutes. This indemnity shall survive the expiration or termination of this Agreement.

SECTION 5. INSURANCE. Prior to the exercise or usage of the rights granted by this Agreement, the Licensee’s contractor (and any other parties performing work on the Property) shall have provided an Accord Certificate of Insurance reflecting comprehensive general liability insurance in an amount of no less than \$1,000,000.00, plus an additional \$1,000,000.00 through an Umbrella Excess Liability policy, which coverages must be maintained at all times during which the Licensee’s contractor is involved in the Licensed Activity on behalf of the Licensee involving the Property. Licensor shall be named as an additional insured on such insurance policies.

SECTION 6. REPAIR AND RESTORATION. If an existing permanent facility or structure located near or adjacent to the Property is damaged as a result of the Licensee's usage or exercise of the License Activity, the Licensee shall be obligated to timely repair (including replace, if necessary) and restore the damaged facility or structure in a proper and competent manner to a condition substantially similar to that which existed prior to such damage. This obligation of the Licensee to repair (including replace, if necessary) and restore such damaged permanent facilities or structures shall continue throughout the term of this Agreement and for a notification period of sixty (60) calendar days thereafter during which the Licensor shall have the right to notify the Licensee in writing of any damage that the Licensor believes was caused as a result of the Licensee's exercise of the Licensed Activity. Upon receipt of such notice, the Licensee shall have thirty (30) calendar days within which to: (i) repair (including replace, if necessary) and restore the damaged permanent facility or structure, (ii) request a reasonable extension of time within which to conclude such repair (including replace, if necessary) and restoration, the approval of which request shall not be unreasonably withheld, or (iii) provide written notice to the Licensor of its denial of responsibility. If Licensor fails to perform its obligations hereunder, and such failure continues for twenty (20) calendar days after Licensor's provision of written notice of such failure to Licensee (except that such notice shall not be required in the event of an emergency), Licensor shall have the right to perform such repair (including replacement, if necessary) and restoration on its own behalf, and Licensee shall reimburse Licensor for the reasonable cost of such within thirty (30) days of Licensee's receipt of an invoice, together with reasonable supporting documentation, for same.

SECTION 7. MISCELLANEOUS PROVISIONS.

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

As to LICENSEE: Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418-7106
Attn: District Engineer
Telephone: (561) 624-7830
Email: Kim Leser kim@npbcid.org

As to LICENSOR: Alton Neighborhood 3 Association, Inc.
c/o Lang Management Company
13255 Alton Road
Palm Beach Gardens, FL 33418
Attention: Donna Wilson, LCAM
Telephone: (561) 410-5488
Email: donnaw@langmanagement.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed by Licensor this _____ day of _____, 2023.

Alton Neighborhood 3 Association, Inc.

(Seal)

By: _____

Print: Victoria Imhoff

Title: President

Executed by Licensee this _____ day of _____, 2023.

(SEAL)

Northern Palm Beach County
Improvement District

ATTEST:

By: _____

Print: _____

By: _____
Assistant Secretary

Title: _____

EXHIBIT “A”

(Specify construction plans identifying work area)

Alton Neighborhood 3 Parcel E Final Close Out Plan produced by Thomas Engineering Group, LLC signed and sealed March 1, 2023.

Alton Neighborhood 3 Parcel E Pavement Marking and Signage Plan produced by Thomas Engineering Group, LLC signed and sealed March 1, 2023.

EXHIBIT "B"

LICENSED ACTIVITY

Alton Phase 2 Final Paving Project Unit No. 2C - PRJ 636 PRIVATE IMPROVEMENTS (Alternate 1)					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GENERAL CONDITIONS					
135	PERMIT FEES (ALLOWANCE)	LS	1	\$300.00	
136	PAYMENT AND PERFORMANCE BOND	LS	1		
137	MOBILIZATION	LS	1		
138	MAINTENANCE OF TRAFFIC (INCLUDING PEDESTRIAN M.O.T.)	LS	1		
139	NPDES COMPLIANCE	LS	1		
140	SITE RESTORATION / REPAIRS	LS	1		
141	SURVEY LAYOUT	LS	1		
GENERAL CONDITIONS SUBTOTAL					
PARCEL E PRIVATE ALLEY IMPROVEMENTS					
142	PAVER BRICK REPAIR (REMOVE AND REPLACE)	SY	86		
143	CONCRETE REPAIR (REMOVE AND REPLACE)	SY	2,722		
144	TEMPORARY PAVEMENT MARKINGS	LS	1		
145	24" SOLID TRAFFIC STRIPE, WHITE (THERMO)	LF	121		
PARCEL E SUBTOTAL					
PARCEL F PRIVATE ALLEY IMPROVEMENTS					
146	CONCRETE REPAIR (REMOVE AND REPLACE)	SY	868		
147	REMOVE AND REPLACE CONCRETE CURB (SAWCUT)	EA	14		
148	TEMPORARY PAVEMENT MARKINGS	LS	1		
149	REFLECTIVE PAVEMENT MARKER, BI-DIRECTIONAL BLUE AT FH	EA	5		
150	6" SOLID TRAFFIC STRIPE, WHITE (THERMO)	LF	103		
151	24" SOLID TRAFFIC STRIPE, WHITE (THERMO)	LF	56		
PARCEL F SUBTOTAL					
ALTERNATE 1 PRIVATE IMPROVEMENTS GRAND TOTAL					

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (the “Agreement”) shall be effective as of the _____ day of _____, 2023 (the “Effective Date”), and is being made and entered into by and between Alton Neighborhood 4 Association, Inc. whose address is c/o Lang Management Company, 13255 Alton Road, Palm Beach Gardens, Fl. 33418 (hereinafter referred to as the “Licensor”) and 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 the “Licensee”).

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

SECTION 1. GRANT OF LICENSE. As to that real property described in attached Exhibit “A” (the “Property”) the Licensor hereby grants to Licensee, including the exercise and usage thereof by its authorized employees, consultants, contractors, subcontractors and materialmen, the right to carry out such installation and construction activity and work as is described on attached Exhibit “B”, including reasonable ingress and egress of personnel, motor vehicles, construction equipment and construction materials to, from and upon the Property as is reasonably necessary to carry out such activity and work, (together the “Licensed Activity”). Licensee and Licensor acknowledge and agree that the Licensed Activity is for the benefit of the Licensor, will result in a physical improvement being installed and located upon the Property and that upon the Licensed Activity’s completion, the Licensor shall thereafter own and be responsible for the maintenance and operation of such physical improvement.

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

SECTION 4. INDEMNITY. This Agreement is, and shall at all times remain, subject to the Licensee’s obligation and agreement to indemnify and hold harmless Licensor from and against monetary losses, damages, costs and expenses, including related reasonable attorneys’ fees, paralegals’ fees and court costs, that arise in tort and out of personal injury or death or damage to or loss of property resulting from the presence of the Licensee or its employees, agents, consultants, materialmen, or contractors on the Property pursuant to the rights conferred hereunder to the extent the Licensee may do so without waiver of its sovereign immunity from liability as afforded to a sovereign entity under applicable law, including the monetary dollar limitations afforded by Section 768.28, Florida Statutes. This indemnity shall survive the expiration or termination of this Agreement.

SECTION 5. INSURANCE. Prior to the exercise or usage of the rights granted by this Agreement, the Licensee’s contractor (and any other parties performing work on the Property) shall have provided an Accord Certificate of Insurance reflecting comprehensive general liability insurance in an amount of no less than \$1,000,000.00, plus an additional \$1,000,000.00 through an Umbrella Excess Liability policy, which coverages must be maintained at all times during which the Licensee’s contractor is involved in the Licensed Activity on behalf of the Licensee involving the Property. Licensor shall be named as an additional insured on such insurance policies.

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SECTION 7. MISCELLANEOUS PROVISIONS.

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

As to LICENSEE: Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418-7106
Attn: District Engineer
Telephone: (561) 624-7830
Email: Kim Leser kim@npbcid.org

As to LICENSOR: Alton Neighborhood 4 Association, Inc.
c/o Lang Management Company
13255 Alton Road
Palm Beach Gardens, FL 33418
Attention: Donna Wilson, LCAM
Telephone: (561) 410-5488
Email: donnaw@langmanagement.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed by Licensor this _____ day of _____, 2023.

Alton Neighborhood 4 Association, Inc.

(Seal)

By: _____

Print: Victoria Imhoff

Title: President

Executed by Licensee this _____ day of _____, 2023.

(SEAL)

Northern Palm Beach County
Improvement District

ATTEST:

By: _____

Print: _____

By: _____
Assistant Secretary

Title: _____

EXHIBIT “A”

(Specify construction plans identifying work area)

Alton Neighborhood 4 Parcel F Final Close Out Plan produced by Thomas Engineering Group, LLC signed and sealed March 1, 2023.

Alton Neighborhood 4 Parcel F Pavement Marking and Signage Plan produced by Thomas Engineering Group, LLC signed and sealed March 1, 2023.

EXHIBIT "B"

LICENSED ACTIVITY

Alton Phase 2 Final Paving Project Unit No. 2C - PRJ 636 PRIVATE IMPROVEMENTS (Alternate 1)					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GENERAL CONDITIONS					
135	PERMIT FEES (ALLOWANCE)	LS	1	\$300.00	
136	PAYMENT AND PERFORMANCE BOND	LS	1		
137	MOBILIZATION	LS	1		
138	MAINTENANCE OF TRAFFIC (INCLUDING PEDESTRIAN M.O.T.)	LS	1		
139	NPDES COMPLIANCE	LS	1		
140	SITE RESTORATION / REPAIRS	LS	1		
141	SURVEY LAYOUT	LS	1		
GENERAL CONDITIONS SUBTOTAL					
PARCEL E PRIVATE ALLEY IMPROVEMENTS					
142	PAVER BRICK REPAIR (REMOVE AND REPLACE)	SY	86		
143	CONCRETE REPAIR (REMOVE AND REPLACE)	SY	2,722		
144	TEMPORARY PAVEMENT MARKINGS	LS	1		
145	24" SOLID TRAFFIC STRIPE, WHITE (THERMO)	LF	121		
PARCEL E SUBTOTAL					
PARCEL F PRIVATE ALLEY IMPROVEMENTS					
146	CONCRETE REPAIR (REMOVE AND REPLACE)	SY	868		
147	REMOVE AND REPLACE CONCRETE CURB (SAWCUT)	EA	14		
148	TEMPORARY PAVEMENT MARKINGS	LS	1		
149	REFLECTIVE PAVEMENT MARKER, BI-DIRECTIONAL BLUE AT FH	EA	5		
150	6" SOLID TRAFFIC STRIPE, WHITE (THERMO)	LF	103		
151	24" SOLID TRAFFIC STRIPE, WHITE (THERMO)	LF	56		
PARCEL F SUBTOTAL					
ALTERNATE 1 PRIVATE IMPROVEMENTS GRAND TOTAL					



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: March 22, 2023

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

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

RE: Unit of Development No. 2C – Alton
Consider Non-Interference Agreement with KH Alton LLC
Alton Phase 2 Final Paving Project - Neighborhoods 3 and 4

Background

Northern is scheduled to begin constructing its remaining public infrastructure improvements in Neighborhood 3 - Parcel E and Neighborhood 4 – Parcel F in the second quarter of 2023. There will be private home construction by KH Alton LLC at the same time Northern's improvements are being constructed. Therefore, Northern's construction activities could be impacted by KH Alton LLC's activities. Components of the both projects will be constructed in close proximity to one another. Northern requires KH Alton LLC to enter into the attached Non-Interference Agreement to protect Northern in the event conflicts arise between the two entities. The agreement was prepared by Northern's General Counsel and is consistent with previous agreements prepared for similar circumstances in the past.

Fiscal Impact

There are no fiscal impacts associated with this item.

Recommendation

The District Engineer and General Counsel recommend approval of the proposed Non-Interference Agreement with KH Alton LLC.

**NON-INTERFERENCE AGREEMENT
(UNIT OF DEVELOPMENT NO. 2C)**

THIS NON-INTERFERENCE AGREEMENT (the "Agreement") shall be effective as of the ___ day of _____, 20__, (the "Effective Date") and is being entered into by and between Northern Palm Beach County Improvement District, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as "Northern"), and KH Alton LLC, 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33410, (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, Northern previously created its Unit of Development No. 2C (the "Unit") and has previously, is currently or will be installing public works within various sites located within the Unit; and

WHEREAS, the Developer is installing or constructing private improvements within the Unit that may impact or affect Northern's installation or construction of its public works; and

WHEREAS, the Developer acknowledges that its activities within areas where Northern or its contractors are currently or are expected to implement and construct public works could adversely affect or delay such Northern activity, including but not limited to that encompassed by and listed in attached Exhibit "A", resulting in a Northern contractor seeking or being entitled to seek reimbursement and/or claims from Northern for damages, including but not limited to economic losses and/or delay damages; and

WHEREAS, the Developer further acknowledges that interference or damage by it or its employees, agents or contractors (together the "Developer Group") with a Northern public work or its contractor's implementation and/or construction of public works for Northern may result in Northern's contractor seeking or being entitled to seek reimbursement and/or claims from Northern for damages, including but not limited to economic losses, delay damages and/or property damages from Northern.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the sufficiency of consideration for which is hereby acknowledged, Northern and the Developer agree as follows:

ARTICLE I. RECITALS. The recitals set forth above are hereby deemed true and correct to the best of the knowledge of the parties hereto and are incorporated herein by this reference.

ARTICLE II. TERM OF AGREEMENT. The parties agree that this Agreement shall continue in full force and effect from its Effective Date through and including the last date that a Northern contractor would be entitled to seek claims or damages from or against Northern as a result of the Developer Group's interference with such a contractor's implementation and/or construction of public works within the Unit or the Developer Group's damage to such a contractor's public works.

ARTICLE III. NON-INTERFERENCE. The Developer for itself and the Developer Group

does hereby agree that it and they shall not interfere with a Northern contractor's implementation and/or construction of public works within the Unit nor cause any damage to a public work during or following a Northern contractor's installation and/or construction of such public works.

ARTICLE IV. INDEMNIFICATION. If, however, the Developer or the Developer Group should, for whatever reason, fail to comply with the requirements set forth in Article III then in such event the Developer shall be obligated to indemnify, defend and hold Northern harmless of, from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, judgments, interest, costs and/or expenses of whatsoever nature (including, without limitation, reasonable attorney's fees, expert fees, appellate costs and litigation costs) which are directly or indirectly incurred, arise out of, relate to, or result from such failure.

ARTICLE V. NOTICE OF CLAIM. Northern does hereby agree that within ten (10) business days following receipt of a written claim from one of its contractors that any of the conditions above exist or for claims or damages for which the Developer has herein indemnified Northern that it shall provide written notice of such claim to the Developer. Such notice shall include a reasonable and appropriate deadline as to when the Developer may comment, reply or otherwise respond to the claim from the contractor.

ARTICLE VI. REVIEW OF CLAIM. Northern agrees to exercise reasonable diligence to ascertain the validity of any such claim by its contractor and to consider all input received from the Developer within the deadline established by the notice referenced in Article V above.

ARTICLE VII. MISCELLANEOUS.

A. **Notice Format.** All notices required or permitted under this Agreement shall be in writing (including telex, facsimile or telegraphic communication) and shall be (as elected by the party giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed by registered or certificated mail (postage prepaid), return receipt requested, to the following addresses:

As to NORTHERN: **Northern Palm Beach County Improvement District**
359 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attn: Executive Director
Telephone: (561) 624-7830
Email: Dan@npbcid.org

As to DEVELOPER: **KH Alton LLC**
105 NE 1st Street
Delray Beach, Florida 33444
Attn: John Csapo
Email: jcsapo@kolter.com

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

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

D. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.

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

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

G. Waiver of 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 Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

H. 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.

I. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

J. Enforcement of Remedies. The failure of any party to insist on the strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights to remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

K. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

L. Attorney's Fees. With the exception of legal expenses which are required to be paid pursuant to above Article IV, it is hereby understood and agreed that in the event any lawsuit

in the judicial system, federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own attorney's fees and costs, including appellate fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

Executed by NORTHERN this ____ day of _____, 20__.

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

[SEAL]

ATTEST:

Assistant Secretary

By: _____

Print: _____

Title: _____

[Balance of this page intentionally left blank]

Executed by the DEVELOPER this 7th day of March, 2023.

KH ALTON LLC

By: 

Print: Brian Grove, P.E.

Title: Community Leader – Palm Beach

Exhibit "A"

Northern Palm Beach County Improvement District is in the process of issuing a contract for the following Project to which this Non-Interference Agreement shall be applicable:

NPBCID Project No. 636 (Alton Phase 2 Final Paving Improvements)

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

RELEASE OF EASEMENT

This Release is given this ____ day of _____, 2023 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.

WITNESSETH:

WHEREAS, a tract of real property is subject to an easement granted to Northern Palm Beach County Improvement District which was recorded in Official Record Book 33700 Page 1724 of the Public Records of Palm Beach County, Florida, and hereinafter referred to as the "Easement"; and

WHEREAS, the Easement encumbers that certain hereinafter described parcel of real property over which the Easement is no longer required.

NOW, THEREFORE, Northern Palm Beach County Improvement District does hereby terminate and release the Easement.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Release on the day and year first above written.

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

WITNESSES:

Print Name: _____

Print Name: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

[DISTRICT SEAL]

By: _____
Assistant Secretary

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 March, 2023, 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 _____.



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: March 22, 2023

FROM: Kenneth W. Edwards, General Counsel

RE: Unit of Development No. 14 – Eastpointe
Consider: Approval of Release of Easement, Acceptance of Replacement
Easement, Approval of Release of Quit Claim Deed Easement and Acceptance of
Temporary License Agreement

Background

On June 24, 2019, Northern entered into a Multi-Party Agreement with the Eastpointe Country Club and the EPBG, LLC. The Agreement set forth a number of requirements that each party agreed to satisfy in order for the further development of acreage within the Unit to occur. The Agreement has since been amended three times, with some but not all of the requirements having been completed. One aspect of the Agreement dealt with an open canal owned by Northern that eventually is to be filled in and replaced by underground culverts within a still to be constructed roadway. EPBG, LLC recently submitted Eastpointe Country Club PUD Plat 16 (Plat 16) to the County which contained language regarding various Agreement requirements that apply to the subject acreage. The County rejected this language indicating it was non-standard.

EPBG, LLC has requested that Northern assist it with its pending Plat 16. To do so, four (4) documents have been prepared which are intended to address the County's objections, namely: a Release of Easement, a Release of Easement reserved in a Quit Claim Deed, a Replacement Easement and a Temporary License Agreement. The two Releases would be recorded just before Plat 16 is resubmitted to the County for approval, with the Replacement Easement to be held in escrow and not recorded until after Plat 16 is approved and recorded. The Temporary License Agreement is not to be recorded but will allow Northern to continue to operate and maintain its open canal by means of an adjacent water management maintenance area until EPBG, LLC satisfies its obligations under the Agreement.

Fiscal Impact

There are no fiscal impacts associated with this item.

Recommendation

Northern Staff and General Counsel recommend that the Board approve the four documents subject to the above.

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

RELEASE OF RESERVATION OF EASEMENT
(Unit of Development No.14)

This Release of Reservation of Easement is given this _____ day of March, 2023 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, Northern Palm Beach County Improvement District reserved an easement in paragraph 5 of the Corrective Quit Claim Deed recorded in Official Record Book 33851 at Page 511 of the Public Records of Palm Beach County, Florida (the “Easement”); and

WHEREAS, a determination has been made that the Northern Palm Beach County Improvement District no longer needs or requires said Easement; and

WHEREAS, Northern Palm Beach County Improvement District is willing to fully release and terminate said Easement.

NOW, THEREFORE, the Board of Supervisors of the Northern Palm Beach County Improvement District does, by this instrument, terminate and release its Easement as set forth in paragraph 5 of the Corrective Quit Claim Deed recorded in Official Record Book 33851 at Page 511 of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Release of Easement on the day and year first above written.

[Signature Page Attached]

[DISTRICT SEAL]

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

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

Signature

Print Name

Signature

Print Name

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 ____ day of March, 2023, 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 _____.

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

EASEMENT

THIS EASEMENT (the "Easement") shall be effective as the _____ day of March, 2023, (the "Effective Date") and is being granted by EPBG, LLC, a Florida limited liability company, (hereinafter referred to as the "Grantor"), whose mailing address is 8144 Okeechobee Boulevard, Ste. B, West Palm Beach, Florida 33408 to Northern Palm Beach County Improvement District, an independent special district of the State of Florida (hereinafter referred to as the "District") whose street address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418.

W I T N E S S E T H:

WHEREAS, Grantor is the record fee title owner of certain real property located in Palm Beach County, Florida, the legal description of which is set forth in attached Exhibit "A" and hereinafter referred to as the "Property"; and

WHEREAS, the District intends to acquire, implement, install, construct, repair, replace, enlarge, remove, upgrade, operate and/or maintain those public improvements, works and facilities herein generally described as "Public Improvements" in, over, under, upon the Property; and

WHEREAS, in order for the District to acquire, implement, install, construct, repair, replace, enlarge, remove, upgrade, operate and/or maintain such Public Improvements, the Grantor hereby grants to the District the herein described easements and construction authorizations in, over, under, upon and within the Property.

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

SECTION 1. RECITALS. The above recitals are deemed true and correct and are incorporated into this Instrument and made a part hereof.

SECTION 2. INGRESS AND EGRESS EASEMENT. The Grantor does hereby grant to the District, and its authorized successors or assigns, a perpetual unobstructed and nonexclusive ingress and egress easement in, over, under and upon the Property for the purpose of providing ingress and egress for pedestrian, vehicular and/or equipment usage, including storage and parking, by the District, together with its authorized employees, contractors, suppliers, consultants, licensees and agents for the construction, management, operation, maintenance, repair, replacement, removal, enlargement and/or upgrade of Public Improvements, including necessary

and associated facilities, systems, structures, works and utilities located in, under, and within the Property. For the purposes of this Easement the term "unobstructed" shall not prohibit the installation in, over, under or upon the Property of a paved roadway, sidewalk, grass shrubbery or other public utilities.

SECTION 3. CONSTRUCTION/IMPLEMENTATION EASEMENT. The Grantor does hereby grant to the District a perpetual easement in, over, under and upon the Property for the right but not the obligation to own, acquire, implement, install, construct, repair, replace, remove, enlarge, upgrade, operate and/or maintain Public Improvements and associated appurtenances and utilities, if any, required or relating thereto.

SECTION 4. EXCLUSIVITY OF EASEMENTS. To the extent the easements granted herein intersect or coincide with other easements or property rights created, given and/or granted by the Grantor to any other governmental agency, utility or cable company prior to the effective date of this Easement, then the Easement granted herein to the District shall be on a nonexclusive basis but subject to the following provision.

If the District owns, acquires, implements, constructs or installs any Public Improvements or associated appurtenant works and utilities in, under or within any portion of the Property, the construction/implementation easement granted herein to the District as to that portion of the Property shall be an exclusive and perpetual easement and any individual or entity wishing to connect to, modify, install any improvement therein, or in any other manner affect said Easement area or the Public Improvements (including associated appurtenant works and utilities) located therein or thereon shall be required to first obtain a permit from the District prior to commencement, implementation, installation or construction of any such activity or works. Provided, however, this exclusivity shall not apply to such easements that are granted to other governmental entities, utilities or cable companies that contain a written consent by Northern, (which shall not be unreasonably withheld), to their encumbrance of some or all of the Property

SECTION 5. RELEASE OF EASEMENT. A material provision to this Easement is the agreement between the parties that in the event the District should subsequently determine that it no longer requires all or any portion of the easements granted hereunder in order to carry out its lawful duties, functions and responsibilities, then in such event said easement or portion thereof, as the case may be, which is no longer required by the District shall terminate and the Property or portion thereof otherwise so encumbered by the Easement shall be released without the requirement for payment of any consideration for said release by or from the Grantor. Provided, however, such termination and release of the Easement or portion thereof by the District shall not be effective until such time as the District has received a written request from the Grantor for the above-described determination of need by the District and the recording in the Public Records of Palm Beach County, Florida, of a release, termination or other appropriate document executed by the District as to the encumbrance by the Easement of the Property for which the Easement or portion thereof is being released.

SECTION 6. RELOCATION. Subject to the following conditions precedent, the Grantor, hereby reserve unto itself, its successors and assigns, the right to require the District to release some or all of the Property from the easements herein granted, as well as rights the District may

have as to any Public Improvements located therein provided the following conditions have first been satisfied: (a) the District's receipt of a written request from the Grantor requesting such release, (b) the District's receipt and acceptance of an alternative and unencumbered perpetual equivalent easements granted to it over other real property that is suitable for the purposes of the easements for which the release is being requested and which thereupon shall be made a part of the Property, as hereinabove defined, and (c) the Grantor and/or other third party's completion of installation and construction within the new easement area, at no cost to the District, of equivalent and new facilities, systems, structures and works (which must be accepted in writing by the District and upon being so accepted deemed to be a Public Improvement as defined herein and thereupon subject to the terms and provisions of this Easement) as those located within the Property area for which the release and relocation is sought and (d) conveyance to the District of such new Public Improvements by a bill of sale absolute, together with applicable (i) signed and sealed "as built" plans and drawings, (ii) assignment of warranties and guaranties and (iii) appropriate affidavits of ownership and authorization for conveyance of the Public Improvements and releases of lien.

SECTION 7. ASSIGNMENT. The District agrees that it shall not sell, assign or transfer any of the easements, authorizations or rights created hereunder, either directly or indirectly, without the prior written consent of Grantor and any attempt to do so shall be null and void; provided, however, that this prohibition shall not apply to an assignment or transfer to any other governmental entity or agency.

SECTION 8. USAGE OF EASEMENT. The Grantor does hereby agree that the District may allow its employees, consultants, agents and contractors to use the easements and authorizations granted herein for the purposes herein authorized.

SECTION 9. JOINER AND SUBORDINATION. Grantor does hereby agree to provide to the District in recordable form a joinder and subordination agreement, or if requested by the District a full release, executed by any and all mortgagees, property owners, creditors, lienors, or holders of any security interest which encumber the Property that is subject to the Easement and authorizations granted herein or in replacement/substitution thereof.

SECTION 10. WARRANTY OF TITLE. Grantor does hereby fully warrant the title to the 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 Easement and authorizations as set forth herein.

SECTION 11. EFFECTIVE DATE. This Easement shall be effective as of the last date it has been signed by all parties hereto.

SECTION 12. SUCCESSORS AND ASSIGNS. Where the context of this Easement allows or permits, the terms "Grantor" and "District" shall also include said parties, together with their successors and assigns.

SECTION 13. PARTIES BOUND BY AGREEMENT. This Easement, including all rights, authorizations, warranties and agreements given or granted herein, shall be binding upon and shall inure to the extent applicable to the benefit of the Grantor and District, together with their

respective successors and assigns, and shall be deemed perpetual covenants that run with the land.

SECTION 14. MODIFICATIONS. Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party in such format that is recorded in the Public Records of Palm Beach County, Florida.

SECTION 15. 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 attorney's fees, costs, including appellate, and mediation.

SECTION 16. GOVERNING LAW AND VENUE. The Easement, warranties, 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.

SECTION 17. 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 following provision of notice of an address change to the other party.

[SIGNATURES ARE ATTACHED ON SEPARATE PAGES]

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument as of the day and year hereinafter set forth.

EXECUTED BY GRANTOR this _____ day of _____, 2023.

Witnesses:

EPBG, LLC
a Florida limited liability company

Witness Signature

By: _____

Print

Print: _____

Witness Signature

Title: _____

Print

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____, for EPBG, LLC.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification

Type of Identification Produced _____.

IN WITNESS WHEREOF, the undersigned have signed and sealed this instrument as of the day and year hereinafter set forth.

EXECUTED BY DISTRICT this _____ day of _____, 2023.

(DISTRICT SEAL)

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____

Assistant Secretary

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 March, 2023, 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"
Legal Description of Property

[SEE ATTACHED]

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN TRACT C, OF EASTPOINTE COUNTRY CLUB PUD PLAT 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 9, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

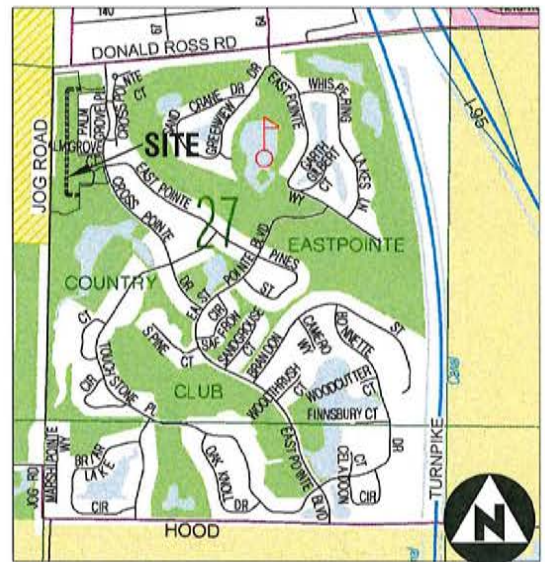
COMMENCE AT THE NORTHWEST CORNER OF TRACT B OF SAID PLAT, ALSO BEING A CORNER OF SAID TRACT C; THENCE, SOUTH 00°00'00" WEST, ALONG THE EASTERLY BOUNDARY OF SAID TRACT C, A DISTANCE OF 136.22 FEET TO THE **POINT OF BEGINNING**;

THENCE, NORTH 88°44'28" WEST, DEPARTING SAID TRACT BOUNDARY, A DISTANCE OF 149.18 FEET; THENCE, NORTH 43°44'28" WEST, A DISTANCE OF 14.44 FEET; THENCE, NORTH 01°15'32" EAST, A DISTANCE OF 548.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 330.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°15'32", A DISTANCE OF 7.25 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 763.53 FEET; THENCE, NORTH 45°00'00" EAST, A DISTANCE OF 27.07 FEET; THENCE, SOUTH 90°00'00" EAST, A DISTANCE OF 148.04 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT C AND THE WESTERLY BOUNDARY OF A WATER MANAGEMENT EASEMENT AS SHOWN ON SAID PLAT; THENCE, NORTH 72°58'03" WEST, ALONG SAID TRACT AND SAID EASEMENT BOUNDARY, A DISTANCE OF 9.66 FEET; THENCE, NORTH 05°30'59" WEST, CONTINUING ALONG SAID TRACT AND SAID EASEMENT BOUNDARY A DISTANCE OF 29.30 FEET; THENCE, NORTH 90°00'00" WEST, DEPARTING SAID TRACT AND SAID EASEMENT BOUNDARY, A DISTANCE OF 149.23 FEET; THENCE, SOUTH 45°00'00" WEST, A DISTANCE OF 53.58 FEET; THENCE, SOUTH 00°00'00" WEST, A DISTANCE OF 780.05 FEET; THENCE, SOUTH 01°15'32" WEST, A DISTANCE OF 562.42 FEET; THENCE, SOUTH 43°44'28" EAST, A DISTANCE OF 42.12 FEET; THENCE, SOUTH 88°44'28" EAST, A DISTANCE OF 162.21 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT AND THE WESTERLY BOUNDARY OF A WATER MANAGEMENT EASEMENT AS SHOWN ON SAID PLAT; THENCE, NORTH 01°15'32" EAST, ALONG SAID TRACT AND SAID EASEMENT BOUNDARY, A DISTANCE OF 2.60 FEET; THENCE, NORTH 00°00'00" EAST, CONTINUING ALONG SAID TRACT AND SAID EASEMENT BOUNDARY, A DISTANCE OF 27.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 54,028 SQUARE FEET OR 1.24 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

BY: *Stephen L. Shirley* DATE: 3/8/2023
STEPHEN L. SHIRLEY, P.S.M. 3918



LOCATION MAP
NOT TO SCALE

NOTE: THIS IS NOT A SURVEY

SEE SHEETS 2 AND 3 OF 3 FOR SKETCH

LEGAL DESCRIPTION OF:

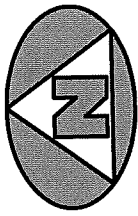
**WATER MANAGEMENT EASEMENT
EASTPOINTE COUNTRY CLUB PUD PLAT 15**



ASSOCIATED LAND SURVEYORS, INC.

801 NORTHPOINT PARKWAY, SUITE 35 WEST PALM BEACH, FL 33407
PHONE (561) 848-2102 L.B. NO. 7344 FAX (561) 844-9659 EMAIL: ALS@ALSSURVEY.NET

FILE: P1801-WME	DATE: 3/8/2023	BY: BLS	CKD: SLS	W.O.#: P1801	SHEET 1 OF 3
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SCALE: 1" = 80'

C/L 18' DRAINAGE EASEMENT (PLAT BOOK 134, PAGE 9)

TRACT B (PLAT BOOK 134, PAGE 9)

C/L 30' WATER MANAGEMENT EASEMENTS AND DRAINAGE EASEMENT (PLAT BOOK 134, PAGE 9)

EASTERLY BOUNDARY OF TRACT C

WESTERLY BOUNDARY OF WATER MANAGEMENT EASEMENT

POINT OF COMMENCEMENT NORTHWEST CORNER OF TRACT B

POINT OF BEGINNING

S00°00'00"W 136.22'

N01°15'32"E 2.60'

N00°00'00"E 27.41'

CA=01°15'32" R=330.00' L=7.25'

N00°00'00"E 763.53'

N43°44'28"W 14.44'

N01°15'32"E 548.72'

WATER MANAGEMENT EASEMENT

32.00'

N88°44'28"W 149.18'

30.00'

S88°44'28"E 162.21'

30.00'

S43°44'28"E 42.12'

S00°00'00"W 780.05'

S01°15'32"W 562.42'

TRACT C EASTPOINTE COUNTRY CLUB PUD PLAT 15 (PLAT BOOK 134, PAGE 9)

MATCH LINE SEE SHEET 3 OF 3

ABBREVIATIONS:

- CA = CENTRAL ANGLE
- C/L = CENTERLINE
- L = ARC LENGTH
- O.R.B. = OFFICIAL RECORDS BOOK
- PUD = PLANNED UNIT DEVELOPMENT
- R = RADIUS
- R/W = RIGHT-OF-WAY

NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

SKETCH OF:

WATER MANAGEMENT EASEMENT EASTPOINTE COUNTRY CLUB PUD PLAT 15

ASSOCIATED LAND SURVEYORS, INC.

801 NORTHPOINT PARKWAY, SUITE 35 WEST PALM BEACH, FL 33407 PHONE (561) 848-2102 L.B. NO. 7344 FAX (561) 844-9659 EMAIL: ALS@ALSSURVEY.NET

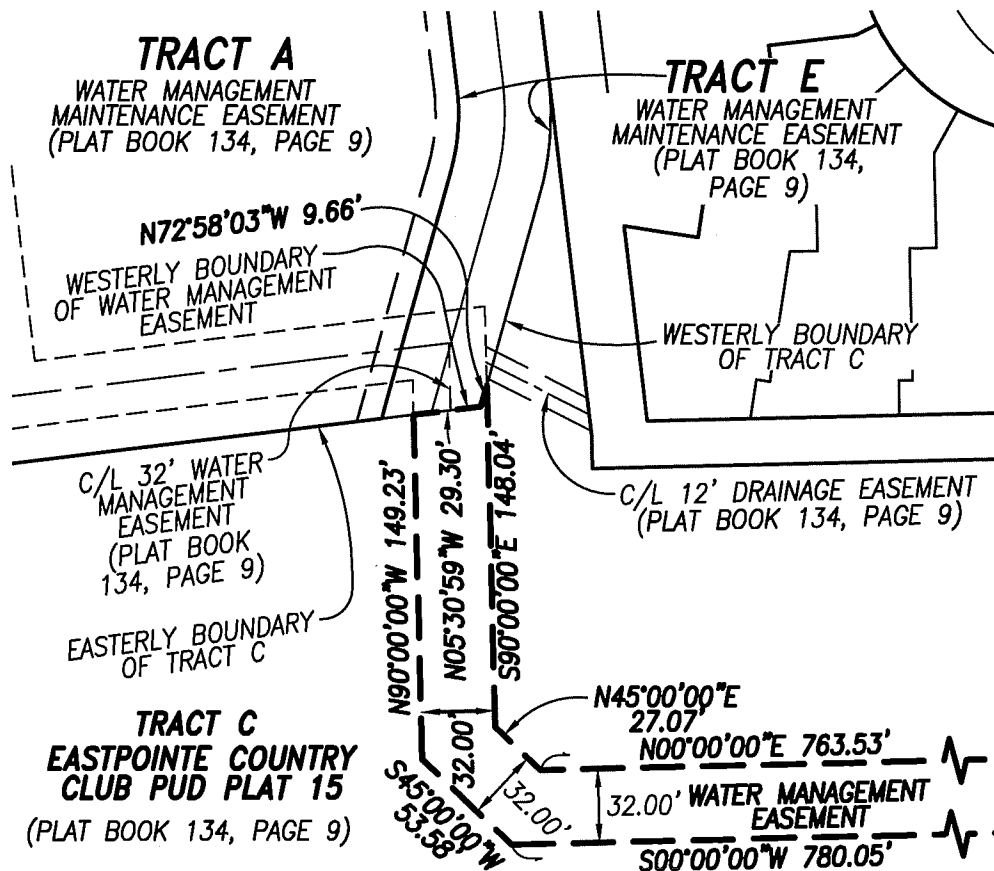


FILE: P1801-WME	DATE: 3/8/2023	BY: BLS	CKD: SLS	W.O.#: P1801	SHEET 2 OF 3
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0 40' 80'
 GRAPHIC SCALE
 (IN FEET)

SCALE: 1" = 80'



MATCH LINE
 SEE SHEET 2 OF 3

ABBREVIATIONS:

- CA = CENTRAL ANGLE
- C/L = CENTERLINE
- L = ARC LENGTH
- O.R.B. = OFFICIAL RECORDS BOOK
- PUD = PLANNED UNIT DEVELOPMENT
- R = RADIUS
- R/W = RIGHT-OF-WAY

NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

SKETCH OF:

**WATER MANAGEMENT EASEMENT
 EASTPOINTE COUNTRY CLUB PUD PLAT 15**



ASSOCIATED LAND SURVEYORS, INC.

801 NORTHPOINT PARKWAY, SUITE 35 WEST PALM BEACH, FL 33407
 PHONE (561) 848-2102 L.B. NO. 7344 FAX (561) 844-9659 EMAIL: ALS@ALSSURVEY.NET

FILE: P1801-WME	DATE: 3/8/2023	BY: BLS	CKD: SLS	W.O.#: P1801	SHEET 3 OF 3
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TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (the "Agreement") shall be effective as of the _____ day of _____, 2023 (the "Effective Date"), and is being made and entered into by and between EPBG, LLC, a Florida limited liability company, whose mailing address is 8144 Okeechobee Boulevard, Ste. B, West Palm Beach, Florida 33408 (hereinafter referred to as the "Licensor") and 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 the "Licensee").

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

SECTION 1. GRANT OF LICENSE. As to that real property described in attached Exhibit "A" (the "Property") the Licensor hereby grants a license (the "License") to Licensee, including the exercise and usage thereof by its authorized employees, consultants, contractors, subcontractors and materialmen, the authorization in, over, under and upon the Property of both unobstructed and nonexclusive ingress and egress for the purpose of providing ingress and egress for pedestrian, vehicular and/or equipment usage, including storage and parking, by the Licensee, together with its authorized employees, contractors, suppliers, consultants, licensees and agents for the also herein authorized construction, management, operation, maintenance, repair, replacement, removal, enlargement and/or upgrade of public improvements, including surface water and stormwater works and associated canals, berms and interconnecting culverts, and removal of and relocation of birds, plants and animals located on or within the Property, together with necessary and associated facilities, systems, structures, works and utilities located in, under, and within the Property (the "Licensed Activity"). Licensee and Licensor acknowledge and agree that any such public improvement shall be owned, operated and maintained by the Licensee.

SECTION 2. TERM. The term of this Agreement shall begin as of its Effective Date and automatically terminate upon the earlier to occur of (a) an easement(s), in recordable form, including subordination by any mortgagee or other security holder therein, is granted by Licensor to Licensee, accepted in writing by Licensee and recorded in the Public Records of Palm Beach County, Florida that provides powers to the Licensee of no less than that of the herein Licensed Activity over the Property or (b) the Licensor's satisfaction of the requirements contained in the Agreement between the Licensor, Licensee and Eastpointe Country Club, Inc. dated June 27, 2019, as amended by the First, Second and Third Amendments thereto, including but not limited to those contained in Sections 3 and 7 of said Agreement, as so amended.

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

SECTION 4. MISCELLANEOUS PROVISIONS.

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

As to LICENSEE: Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418-7106
Attn: Kimberly A. Leser, P.E., District Engineer
Telephone: (561) 624-7830
Email: kim@npbcid.org

As to LICENSOR: EPBG, LLC, A Florida Limited Liability Company
8144 Okeechobee Boulevard, Suite B
West Palm Beach, Florida 33408
Attn: Michael Smolak
Telephone: (561) 762-2509
Email: MichaelS@schickedanzfl.com

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

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

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

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

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

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

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

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

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

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

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

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

Executed by Licensor this _____ day of _____, 2023.

EPBG, LLC, a Florida limited liability company

By: Michael J Smolak

Print: Michael J Smolak

Title: Authorized Signatory

Executed by Licensee this _____ day of _____, 2023.

(SEAL)

Northern Palm Beach County
Improvement District

ATTEST:

By: _____

Print: _____

By: _____
Assistant Secretary

Title: _____

EXHIBIT "A"

SEE ATTACHED

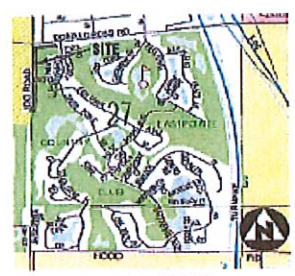
LEGAL DESCRIPTION
 A PARCEL OF LAND BEING ALL OF THE WATER MANAGEMENT TRACT, OF PLAT NO. 14 EASTPOINTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE 20, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; TOGETHER WITH A PORTION OF THE WATER MANAGEMENT TRACT, OF PLAT NO. 12 EASTPOINTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 168, SAID PUBLIC RECORDS; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID PLAT NO. 14 EASTPOINTE SUBDIVISION; THENCE, SOUTH 01°15'32" WEST, ALONG THE WEST LINE OF SAID PLAT AND THE WEST LINE OF SAID PLAT NO. 12 EASTPOINTE SUBDIVISION, A DISTANCE OF 1821.74 FEET; THENCE, SOUTH 88°44'28" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 70.00 FEET TO THE BOUNDARY OF SAID WATER MANAGEMENT TRACT OF PLAT NO. 12 EASTPOINTE SUBDIVISION; THENCE, NORTH 01°15'32" EAST, ALONG SAID TRACT BOUNDARY FOR THIS AND THE NEXT FOUR COURSES, A DISTANCE OF 241.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 17.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 50.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°03'00", A DISTANCE OF 50.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 17.82 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 01°15'32" EAST, CONTINUING ALONG SAID TRACT BOUNDARY AND THE BOUNDARY OF SAID WATER MANAGEMENT TRACT OF PLAT NO. 14 EASTPOINTE SUBDIVISION, A DISTANCE OF 1418.92 FEET; THENCE, NORTH 64°29'01" EAST, CONTINUING ALONG SAID BOUNDARY OF WATER MANAGEMENT TRACT OF PLAT NO. 14 EASTPOINTE SUBDIVISION, FOR THIS AND THE REMAINING TWO COURSES, A DISTANCE OF 537.97 FEET; THENCE, NORTH 42°53'33" WEST, A DISTANCE OF 75.55 FEET; THENCE, SOUTH 64°29'01" WEST, A DISTANCE OF 655.42 FEET TO THE POINT OF BEGINNING.

CONTAINING: 159,306 SQUARE FEET OR 3.69 ACRES, MORE OR LESS.
 SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATE:
 I HEREBY CERTIFY THAT THIS DESCRIPTION AND ATTACHED SKETCH, AS PREPARED UNDER MY DIRECTION, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEET THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027

BY: Stephen L. Shirley DATE: 6/10/2010
 STEPHEN L. SHIRLEY, P.S.M. 3918



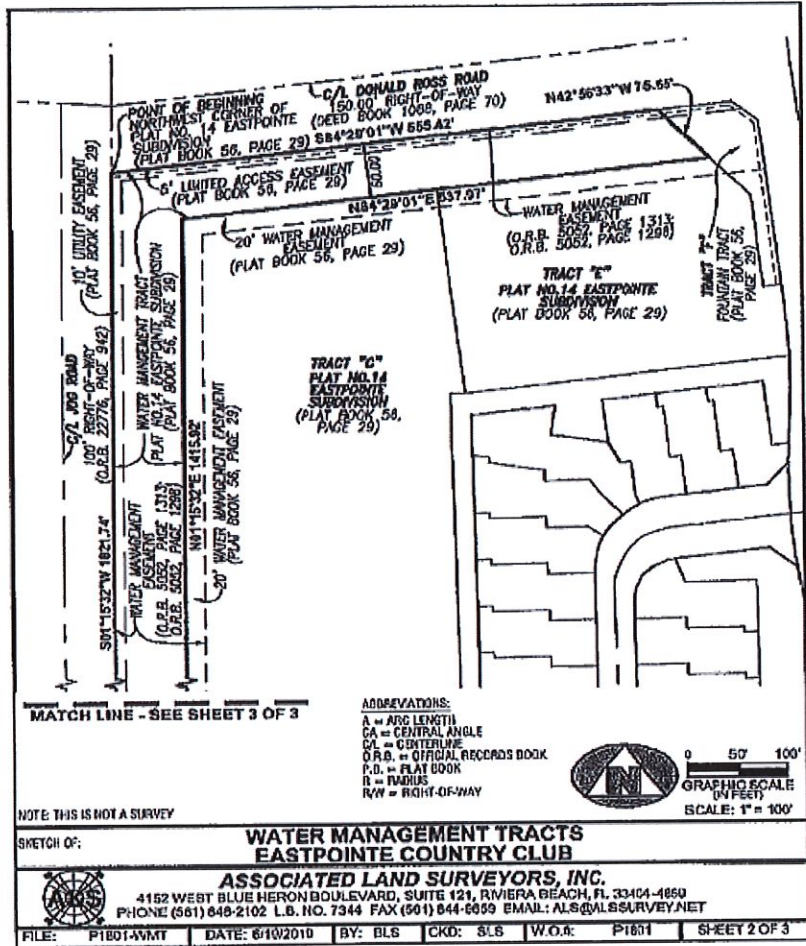
NOTE: THIS IS NOT A SURVEY

LEGAL DESCRIPTION OF: **WATER MANAGEMENT TRACTS EASTPOINTE COUNTRY CLUB**

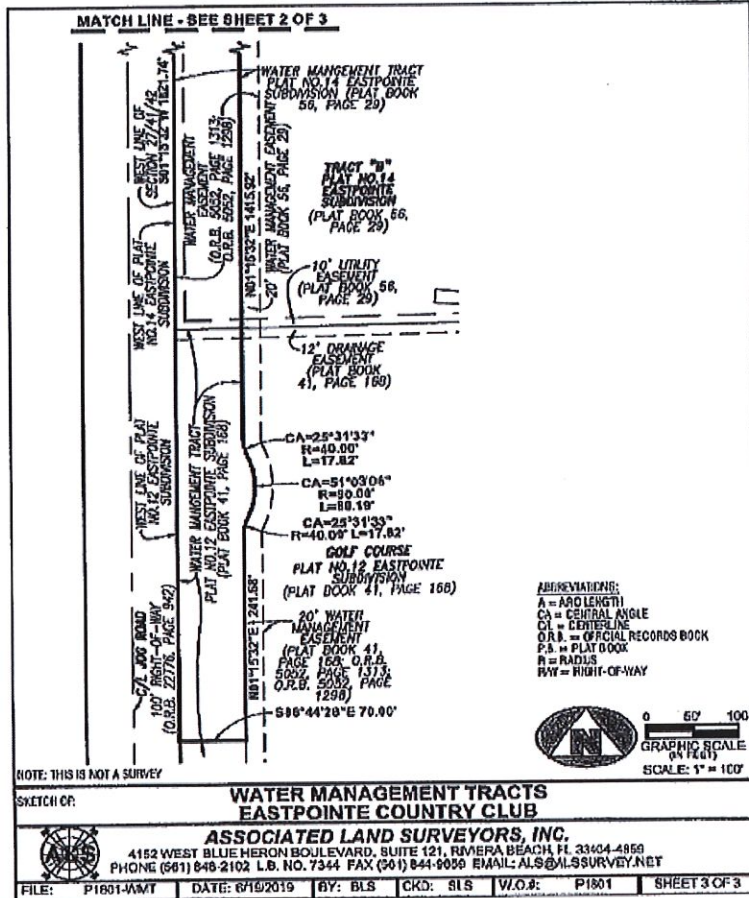
ASSOCIATED LAND SURVEYORS, INC.
 4152 WEST BLUE HERON BOULEVARD, SUITE 121, RIVERA BEACH, FL 33404-4659
 PHONE (888) 848-2102 L.E. NO. 7344 FAX (888) 844-9959 EMAIL: ALS@ALSURVEY.NET

FILE: P1801-WMT DATE: 6/10/2010 BY: BLS CKD: SLS W.O.#: P1801 SHEET 1 OF 3

And Eastpointe\NPBCID QCD corrective 8/1/22



And Eastpointe\NPBCID QCD corrective R/1/22



And Eastpointe\NPBCID QCD corrective 8/1/22

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF THAT CERTAIN 20.00 FOOT WIDE WATER MANAGEMENT EASEMENT SHOWN ON PLAT NO. 14 EASTPOINTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 06, PAGE 28, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; TOGETHER WITH A PORTION OF THAT CERTAIN 20.00 FOOT WIDE WATER MANAGEMENT EASEMENT SHOWN ON PLAT NO. 12 EASTPOINTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 108, SAID PUBLIC RECORDS; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT NO. 14 EASTPOINTE SUBDIVISION; THENCE SOUTH 01°15'32" WEST, ALONG THE WEST LINE OF SAID PLAT AND THE WEST LINE OF SAID PLAT NO. 12 EASTPOINTE SUBDIVISION, A DISTANCE OF 1621.74 FEET; THENCE SOUTH 89°44'28" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 70.00 FEET TO THE BOUNDARY OF SAID 20.00 FOOT WIDE WATER MANAGEMENT EASEMENT AS SHOWN ON PLAT NO. 12 EASTPOINTE SUBDIVISION AND THE POINT OF BEGINNING.

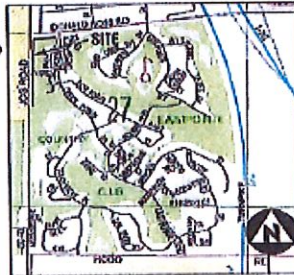
THENCE NORTH 01°15'32" EAST, ALONG SAID EASEMENT BOUNDARY FOR THIS AND THE NEXT FOUR COURSES, A DISTANCE OF 241.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 17.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 80.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°03'06", A DISTANCE OF 80.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 17.82 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°15'32" EAST, CONTINUING ALONG SAID EASEMENT BOUNDARY AND ALONG THE BOUNDARY OF SAID WATER MANAGEMENT EASEMENT OF PLAT NO. 14 EASTPOINTE SUBDIVISION, A DISTANCE OF 1415.92 FEET; THENCE NORTH 04°29'01" EAST, CONTINUING ALONG THE BOUNDARY OF SAID WATER MANAGEMENT EASEMENT OF PLAT NO. 14 EASTPOINTE SUBDIVISION FOR THIS AND THE NEXT THREE COURSES, A DISTANCE OF 537.97 FEET; THENCE SOUTH 42°59'33" EAST, A DISTANCE OF 26.18 FEET; THENCE SOUTH 84°28'01" WEST, A DISTANCE OF 634.51 FEET; THENCE SOUTH 01°15'32" WEST, CONTINUING ALONG SAID EASEMENT BOUNDARY, AND ALONG THE BOUNDARY OF SAID 20.00 FOOT WIDE WATER MANAGEMENT EASEMENT AS SHOWN ON PLAT NO. 12 EASTPOINTE SUBDIVISION, A DISTANCE OF 1398.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY, ALONG SAID CURVE AND CONTINUING ALONG SAID EASEMENT BOUNDARY FOR THIS AND THE NEXT THREE COURSES, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 8.91 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°03'06", A DISTANCE OF 98.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 8.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°15'32" WEST, A DISTANCE OF 241.68 FEET; THENCE NORTH 89°44'28" WEST, DEPARTING SAID EASEMENT BOUNDARY, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 46,028 SQUARE FEET OR 1.06 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATE:
I HEREBY CERTIFY THAT THIS DESCRIPTION AND ATTACHED SKETCH, AS PREPARED UNDER MY DIRECTION, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEET THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027

BY: *Stephen L. Shirley* DATE: 6/4/2019
STEPHEN L. SHIRLEY, P.S.M. 3010



LOCATION MAP
NOT TO SCALE

NOTE: THIS IS NOT A SURVEY

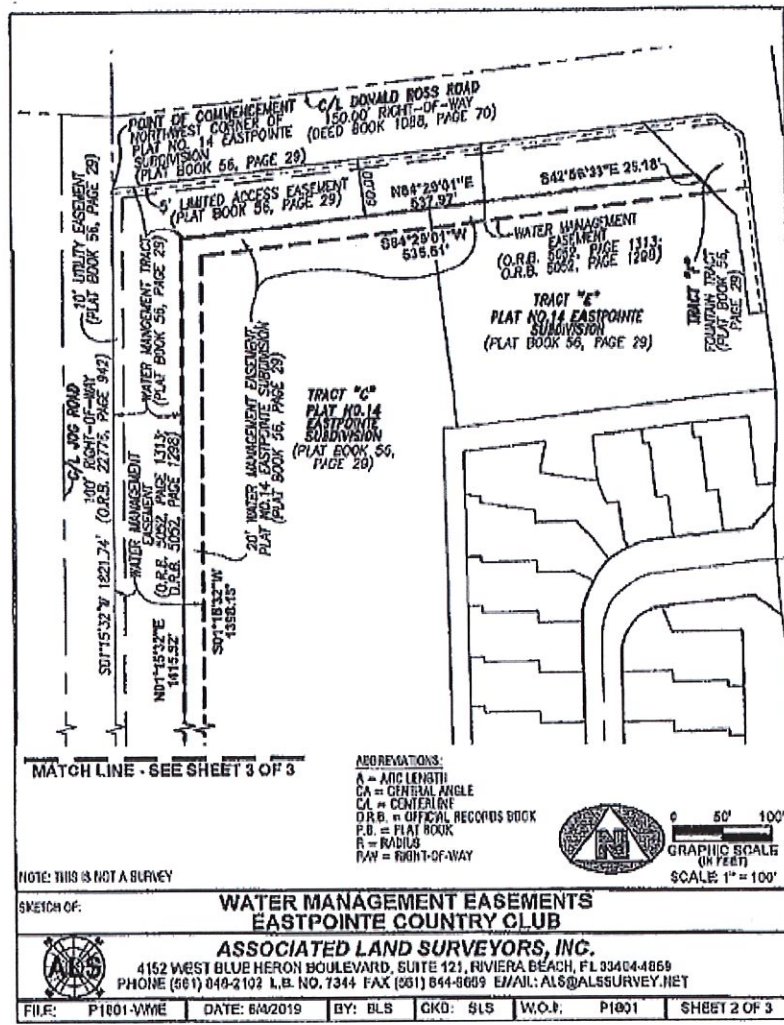
LEGAL DESCRIPTION OF:

**WATER MANAGEMENT EASEMENTS
EASTPOINTE COUNTRY CLUB**

ASSOCIATED LAND SURVEYORS, INC.

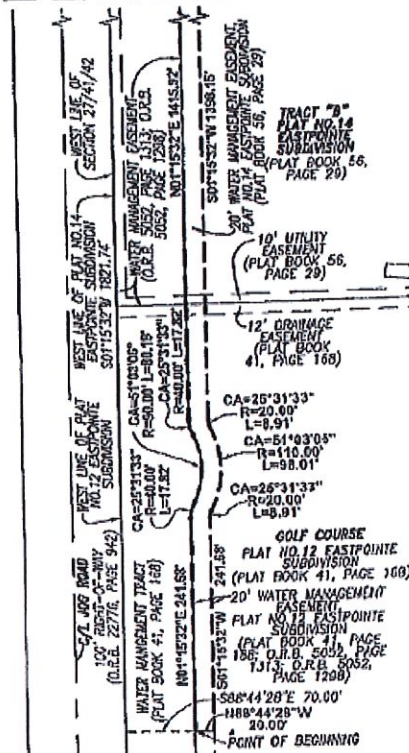
4152 WEST BLUE HERON BOULEVARD, SUITE 121, RIVIERA BEACH, FL 33404-4859
PHONE (561) 840-2102 L.B. NO. 7344 FAX (561) 844-5659 EMAIL: ALS@ALSURVEY.NET

FILE: P1801-WME	DATE: 6/4/2019	BY: BLS	CKD: SLB	W.O.B: P1801	SHEET 1 OF 3
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And Eastpointe\NPBCID QCD corrective 8/1/22

MATCHLINE - SEE SHEET 2 OF 3



ABBREVIATIONS:
 A = ARC LENGTH
 CA = CENTRAL ANGLE
 C.L.B. = CITIZEN RECORDS BOOK
 P.B. = PLAT BOOK
 R = RADIUS
 H.W. = RIGHT-OF-WAY



NOTE: T149 IS NOT A SURVEY

SKETCH OF:

**WATER MANAGEMENT EASEMENTS
 EASTPOINTE COUNTRY CLUB**

ASSOCIATED LAND SURVEYORS, INC.

4102 WEST BLUE HERON BOULEVARD, SUITE 121, RIVIERA BEACH, FL 33404-4850
 PHONE (561) 848-2102 L.B. NO. 7344 FAX (561) 844-8059 EMAIL: ALS@ALSSURVEY.NET

FILE: P1601/WME	DATE: 6M/2019	BY: DLS	CKD: SLS	W.O.#:	P1601	SHEET 3 OF 3
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And Eastpointe's NPBCID QCD corrective 8/1/22

Subordination

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

_____ (the "Mortgagee") hereby certifies that it is the owner of that mortgage recorded in O.R. Book ____ at Page ____ of the Official Records of Palm Beach County, Florida (the "Mortgage"), that encumbers some or all of the real property subject to and described in the attached Easement.

The Mortgagee hereby consents to the terms, provisions and execution by the therein named Licensor of the attached Temporary License Agreement over the real property described therein.

The Mortgagee hereby agrees that its Mortgage, Mortgage note and any amendments thereto, shall be subject to the attached Temporary License Agreement and that the lien and operation of the Mortgage and Mortgage note are subordinate to said Temporary License Agreement, including the terms and provisions contained therein.

IN WITNESS WHEREOF, the Mortgagee has on this ____ day of _____, 2023 caused these presents to be signed by its undersigned authorized officer and its corporate seal to be affixed hereon.

ATTEST:

By: _____
Print: _____
Title: _____

By: _____
Print _____
Title _____

(SEAL)

**UNIT OF DEVELOPMENT NO. 43
DISBURSEMENT NO. 208A
MARCH 22, 2023**

EIPC

TOTALS

OTHER PROFESSIONALS:

WGI, Inc.

13,032.25

(Unit 43 Board Walk Repairs)

13,032.25

(PO#23-48)

13,032.25

13,032.25



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: March 22, 2023

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

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

RE: Unit of Development No. 43 - Mirasol
Consider Third Amendment to Aquatic Weed Control Contract
SOLitude Lake Management, LLC (fka Lake Masters)

Background

In March 2013, SOLitude Lake Management, LLC (fka Lake Masters) was awarded a contract for Aquatic Weed Control in Mirasol. The contract term was one year with four additional one-year extensions. In March 2018, Northern's Board approved a Second Amendment to the contract extending the contract by one year and allowing for four additional one-year extensions through September 30, 2023.

SOLitude Lake Management, LLC has agreed to a Third Amendment to their contract extending the term an additional one year with four additional one-year renewals. The remaining terms and conditions of the original contract are unchanged.

Fiscal Impact

This expenditure will be accounted for in the 2023/2024 FY budget and subsequent fiscal years' budgets.

Recommendation

Northern Staff requests Board approval of the Third Amendment to the contract with SOLitude Lake Management, LLC for Aquatic Weed Control.

**THIRD AMENDMENT TO AQUATIC WEED CONTROL CONTRACT
BETWEEN NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
AND SOLITUDE LAKE MANAGEMENT, LLC
UNIT OF DEVELOPMENT NO. 43**

This Third Amendment (the "Third Amendment") shall be effective as of the 1st day of October, 2023 (the "Effective Date") and is being entered into by and between **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT** (the "Owner") and **SOLITUDE LAKE MANAGEMENT, LLC** (herein the "Contractor").

WITNESSETH

WHEREAS, the Owner and Contractor entered into a contract for the Aquatic Weed Control within Unit of Development No. 43 on or about October 1, 2013, as thereafter amended in 2017 and 2018 (together the "Services Contract"); and

WHEREAS, the Owner and Contractor intend by this Third Amendment to supplement and extend the term and provisions of the Services Contract.

NOW, THEREFORE, for and in consideration of the mutual benefits to the respective parties hereto, the Owner and Contractor do hereby agree as follows:

(1) **Recitals**. The above recitals are true and correct to the best of the knowledge of the parties hereto and incorporated herein by this reference.

(2) **Amended Term**. The term of the Services Contract is hereby extended through September 30, 2024, following which the Owner may at its sole discretion grant annual renewals of the Services Contract for up to four additional one (1) year terms. Each of such annual renewals shall start on October 1 and run through September 30 of the following year and be implemented by the Owner's provision of written notice to the Contractor at or about thirty (30) days prior to commencement of the renewal term.

(3) **Contract price**. The current Contract Price shall continue through September 30, 2024. Thereafter, the Contract Price for each future annual renewal term shall be subject to an annual renegotiation which must be concluded on or before March 1st of each year (the "Re-negotiation Date"). The Contractor shall be responsible for initiating any re-negotiation of the Contract Price, with said negotiation to commence at or before sixty (60) days prior to the applicable Re-negotiation Date. The Contractor's failure to initiate a re-negotiation prior to the Re-negotiation Date shall result in continuation of the then current Contract Price during the upcoming renewal year term.

(4) **Reaffirmation**. Except as otherwise herein amended or supplemented, the terms and provisions of the Services Contract shall continue in full force and effect.

(5) **Counterparts.** This Third Amendment may be executed in one or more counterparts, all of which shall be considered as one and the same instrument.

(6) **Effective Date.** This Third Amendment shall be effective as of the date it is executed by both of the parties hereto.

IN WITNESS WHEREOF, the Owner and Contractor have hereunto set their hands and official seals on the dates hereinafter set forth.

Executed by Owner this ____ day of _____, 2023.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

Executed by Contractor this 7th day of February _____, 2023.

[CORPORATE SEAL]

SOLITUDE LAKE MANAGEMENT, LLC

By: Trina L. Duncan
Print: Trina L. Duncan
Title: Business Manager

UNIT NO. 53 – ARDEN

STATUS REPORT



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

MEMORANDUM

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

DATE: March 22, 2023

FROM: Susan P. Scheff, District Clerk

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

RE: Public and Community Relations Board Report

Community Relations

1. Northern Staff attended the following meetings on behalf of the District:
 - Florida Association of Special Districts
 - Florida Government Finance Officers Association
 - National Pollutant Discharge Elimination System
 - Safety Council of the Palm Beaches
2. Northern Staff met with representatives of the following Units to discuss projects and provide information:

Unit No. 2	Frenchman's Creek
Unit No. 2C	Alton
Unit No. 3	Horseshoe Acres/Square Lake
Unit No. 5A	Vista Center of Palm Beach
Unit No. 11	PGA National
Unit No. 14	Eastpointe
Unit No. 18	Ibis Golf & Country Club
Unit No. 21	Old Marsh
Unit No. 23	The Shores
Unit No. 33	Cypress Cove
Unit No. 43	Mirasol
Unit No. 47	Jupiter Isles
3. Dan Beatty attended the PGA Property Owners Association Annual Meeting held at the PGA Resort on March 1.
4. Dan Beatty attended the 2023 FASD Legislative Forum held at the Hotel Duval in Tallahassee on March 8 and 9.

5. Ken Roundtree attended a virtual Safety Awards Luncheon Committee Meeting, hosted by the Safety Council of the Palm Beaches on March 8 and an Award Nominations Meeting on March 15.
6. Katie Roundtree attended the Government Finance Professionals Week Presentation held at the Board of County Commissioners Chambers on March 14. (See photo below.)



Training

1. Ken Roundtree attended the Resiliency Coordination Forum sponsored by South Florida Water Management District (SFWMD). The meeting was held at SFWMD Headquarters on March 1.
2. Several members of Northern's Engineering and Operations Staff attended virtual National Pollutant Discharge Elimination System (NPDES) Permit MS4 Staff IDDE, SPCR & Construction Site Refresher Training presented by Cheryl Moore Consulting on March 10.
3. Katie Roundtree and Laura Ham participated in a webinar entitled "ERP Implementation", sponsored by the FGFOA on March 16.
4. Several members of Northern's Staff attended a Civilian Response to Active Shooter Events (CRASE) Presentation on March 21, 2023. The event was sponsored by the Safety Council of Palm Beach County at the Riviera Beach Marina Village Event Center.

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



Know the Flow

Flood control in Florida is a shared responsibility that provides maximum benefit only when all components (primary, secondary and tertiary) are designed and constructed to work together and are maintained in proper working order. Florida is more complex than many states, where one entity is usually responsible for providing local and regional drainage for the community. Some areas have no formal drainage systems and are prone to routine flooding; others may be covered by several organizations or governments providing varying service levels. Depending on conditions, water may have to be routed through several interconnected, though independent, conveyance systems –each of which must be properly maintained and functioning – to provide flood protection for south Florida neighborhoods.

So what path does stormwater typically follow from your neighborhood to its final destination? Here's an example. Five inches of rain falls in 24 hours over an inland community. This rain follows a wet period, so groundwater levels are already high. According to most approved drainage designs, some water is temporarily stored in public recreational areas, yard swales and streets. The excess surface water slowly drains to community lakes or on-site ponds via street and yard drainage grates, swales, ditches or canals. Water then drains from the community or “tertiary” system through underground pipes to the “secondary” system, in this area mainly operated by Northern Palm Beach County Improvement District (Northern) or the city or county. Maintenance and upkeep of community drainage facilities are typically the responsibility of homeowner associations.

The “secondary” drainage system is usually a network of canals, structures, pumping stations and storage areas. These systems can cover several hundred square miles and serve many communities. In communities maintained by Northern, stormwater systems are gravity-fed or pumped using stormwater pump stations. Water moves through a series of lakes and canals via weirs (fixed structures), operable gates and pump stations. These systems move water through multiple communities at times, so the “downstream” effects must be considered when moving water from one area to another. The stormwater systems discharge into local canals managed by either Northern or other municipalities. Northern uses a telemetry system to monitor and remotely open

and close gates and pumps. Weather conditions and water levels are monitored around the clock. These systems discharge water in the “primary” flood control system as long as carrying capacity is available.

Finally, the water flows to the “primary” drainage system operated by the South Florida Water Management District or other natural waterways. Floodgates may be opened, and water levels might be lowered in anticipation of heavy rains to accommodate direct rainfall and inflows from the “secondary” systems. During and after heavy rains, excess water is routed through all available “primary” waterways to regional storage areas or coastal discharge points to relieve flooding as quickly and safely as possible.

What can YOU do to help?

- Residents and business owners:

- Make sure drainage gates, ditches and swales in your neighborhood are clear of debris.
- Remove loose items, including yard debris, from your yard. Debris and litter can clog storm drains and cause flooding.
- Check your community retention pond or lake for obstructed pipes and contact the appropriate authority for removal (could be your HOA, city, county, or local drainage district).
- Find out who is responsible for drainage in your community. Visit SFWMD.gov/FloodControl.

- Homeowner Association officials – familiarize yourself with your particular drainage system and how it fits into the overall south Florida drainage picture. Specifically, learn how the system works and how to maintain the facilities under your responsibility properly.

- Report the location and condition of any clogged or damaged facilities to the proper authority (homeowner association, city, county or local drainage district, or the South Florida Water Management District) in ADVANCE of and DURING the summer rainy season. Please make a note of important telephone numbers and keep them handy.

NPDES tip: Your neighborhood drainage system is not a garbage disposal — don’t treat it like one. Encourage residents to take responsibility and to not dump chemicals, fertilizer, paint, oil, etc. in inlets or pipes. Discourage sweeping of lawn clippings and dirt into street drains and disposing of lawn clippings and other debris (wood, concrete blocks, Christmas trees, etc.) directly into retention lakes. Keep drainage facilities clear of vegetation, trash, improperly and illegally discarded appliances, shopping carts, tires, cars, garbage bags, etc.



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: March 22, 2023

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

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

RE: Assessments Received to Date Status Report

Attached is the “Tax Collection Status” report with receipts to date for the 2022-2023 fiscal year. The Assessments Received to Date Report shows year-to-date collections of \$34,256,028, representing an 95.36% collected rate.

A comparison to prior year distributions is shown in the table below:

Through March			
Fiscal Year Ending	Total Budget \$	YTD Collected \$	Total YTD Collected % of Budget
2023	\$ 35,922,095	\$ 34,256,028	95.36%
2022	\$ 34,164,263	\$ 33,363,481	97.66%
2021	\$ 31,694,504	\$ 28,248,300	89.13%
2020	\$ 32,069,289	\$ 28,573,638	89.10%
2019	\$ 30,878,079	\$ 26,838,989	86.92%
2018	\$ 30,395,272	\$ 27,652,436	90.98%
2017	\$ 29,851,907	\$ 28,174,974	94.38%
2016	\$ 24,785,265	\$ 23,343,706	94.18%
2015	\$ 24,863,731	\$ 23,497,416	94.50%
2014	\$ 25,594,227	\$ 23,895,700	93.36%

The next expected distribution is scheduled for April 5, 2023.

Northern Palm Beach County Improvement District
Summary Budget Comparison
From 10/1/2022 Through 9/30/2023

Account Title	YTD Actual	YTD Budget	Difference	% Collected	% Uncollec...
UNIT 1 - MAINTENANCE FUND	50,229.59	55,080.00	(4,850.41)	91.19%	8.80%
UNIT 2 - MAINTENANCE FUND	359,876.19	380,235.00	(20,358.81)	94.64%	5.35%
UNIT 2A - MAINTENANCE FUND	122,315.54	129,498.00	(7,182.46)	94.45%	5.54%
UNIT 2A - DEBT FUND	324,454.88	342,260.00	(17,805.12)	94.79%	5.20%
UNIT 2C - MAINTENANCE FUND	341,638.65	357,240.00	(15,601.35)	95.63%	4.36%
UNIT 2C - DEBT SERVICE FUND	5,568,077.36	5,606,705.00	(38,627.64)	99.31%	0.68%
UNIT 3 - MAINTENANCE FUND	329,425.10	349,666.00	(20,240.90)	94.21%	5.78%
UNIT 3A - MAINTENANCE FUND	225,745.67	237,063.00	(11,317.33)	95.22%	4.77%
UNIT 3A - DEBT FUND	410,846.72	431,444.00	(20,597.28)	95.22%	4.77%
UNIT 4 - MAINTENANCE FUND	518,337.18	560,725.00	(42,387.82)	92.44%	7.55%
UNIT 5 - MAINTENANCE FUND	496,274.04	520,645.00	(24,370.96)	95.31%	4.68%
UNIT 5A - MAINTENANCE FUND	334,916.29	344,719.00	(9,802.71)	97.15%	2.84%
UNIT 5B - MAINTENANCE FUND	96,006.48	102,798.00	(6,791.52)	93.39%	6.60%
UNIT 5B - DEBT FUND	379,281.31	406,112.00	(26,830.69)	93.39%	6.60%
UNIT 5C - MAINTENANCE FUND	43,879.88	46,956.00	(3,076.12)	93.44%	6.55%
UNIT 5D - MAINTENANCE FUND	88,787.76	93,308.00	(4,520.24)	95.15%	4.84%
UNIT 7 - MAINTENANCE FUND	115,177.57	121,377.00	(6,199.43)	94.89%	5.10%
UNIT 9 - MAINTENANCE FUND	116,299.60	121,673.00	(5,373.40)	95.58%	4.41%
UNIT 9A - MAINTENANCE FUND	955,190.98	1,019,285.00	(64,094.02)	93.71%	6.28%
UNIT 9A - DEBT FUND	2,734,016.12	2,917,472.00	(183,455.88)	93.71%	6.28%
UNIT 9B - MAINTENANCE FUND	776,751.80	832,585.00	(55,833.20)	93.29%	6.70%
UNIT 9B - DEBT FUND	1,286,698.03	1,379,187.00	(92,488.97)	93.29%	6.70%
UNIT 11 - MAINTENANCE FUND	2,766,573.41	2,953,690.00	(187,116.59)	93.66%	6.33%
UNIT 12 - MAINTENANCE FUND	63,831.65	67,666.00	(3,834.35)	94.33%	5.66%
UNIT 12A - MAINTENANCE FUND	23,770.77	25,027.00	(1,256.23)	94.98%	5.01%
UNIT 14 - MAINTENANCE FUND	770,779.97	833,676.00	(62,896.03)	92.45%	7.54%
UNIT 15 - MAINTENANCE FUND	850,278.99	914,107.00	(63,828.01)	93.01%	6.98%
UNIT 16 - MAINTENANCE FUND	1,177,921.31	1,226,866.00	(48,944.69)	96.01%	3.98%
UNIT 16 - DEBT FUND	528,930.27	550,908.00	(21,977.73)	96.01%	3.98%
UNIT 18 - MAINTENANCE FUND	1,606,623.54	1,711,074.00	(104,450.46)	93.89%	6.10%
UNIT 19 - MAINTENANCE FUND	495,551.22	522,865.00	(27,313.78)	94.77%	5.22%
UNIT 19A - MAINTENANCE FUND	41,140.63	42,237.00	(1,096.37)	97.40%	2.59%
UNIT 20 - MAINTENANCE FUND	213,398.87	229,726.00	(16,327.13)	92.89%	7.10%
UNIT 21 - MAINTENANCE FUND	492,320.91	515,485.00	(23,164.09)	95.50%	4.49%
UNIT 23 - MAINTENANCE FUND	297,476.71	312,532.00	(15,055.29)	95.18%	4.81%
UNIT 24 - MAINTENANCE FUND	229,345.32	244,229.00	(14,883.68)	93.90%	6.09%
UNIT 27B - MAINTENANCE FUND	173,086.34	180,634.00	(7,547.66)	95.82%	4.17%
UNIT 27B - DEBT FUND	223,056.12	232,507.00	(9,450.88)	95.93%	4.06%
UNIT 29 - MAINTENANCE FUND	47,208.46	48,979.00	(1,770.54)	96.38%	3.61%
UNIT 31 - MAINTENANCE FUND	655,364.09	694,482.00	(39,117.91)	94.36%	5.63%
UNIT 32 - MAINTENANCE FUND	19,858.56	20,690.00	(831.44)	95.98%	4.01%
UNIT 32A - MAINTENANCE FUND	5,031.18	5,455.00	(423.82)	92.23%	7.76%
UNIT 33 - MAINTENANCE FUND	16,019.34	16,988.00	(968.66)	94.29%	5.70%
UNIT 34 - MAINTENANCE FUND	175,668.51	188,798.00	(13,129.49)	93.04%	6.95%
UNIT 38 - MAINTENANCE FUND	69,425.85	75,950.00	(6,524.15)	91.40%	8.59%
UNIT 41 - MAINTENANCE FUND	4,886.07	4,983.00	(96.93)	98.05%	1.94%
UNIT 43 - MAINTENANCE FUND	954,597.87	984,461.00	(29,863.13)	96.96%	3.03%
UNIT 43 - DEBT FUND	1,223,909.95	1,265,449.00	(41,539.05)	96.71%	3.28%
UNIT 44 - MAINTENANCE FUND	69,852.76	75,261.00	(5,408.24)	92.81%	7.18%
UNIT 44 - DEBT FUND	550,757.87	593,399.00	(42,641.13)	92.81%	7.18%
UNIT 45 - MAINTENANCE FUND	410,845.45	431,486.00	(20,640.55)	95.21%	4.78%
Unit 45- Debt Fund	268,469.19	281,957.00	(13,487.81)	95.21%	4.78%
Unit 46 - Maint Fund	38,173.89	40,597.00	(2,423.11)	94.03%	5.96%

Northern Palm Beach County Improvement District
Summary Budget Comparison
From 10/1/2022 Through 9/30/2023

Account Title	YTD Actual	YTD Budget	Difference	% Collected	% Uncollec...
Unit 46 - Debt Service Fund	742,309.63	789,511.00	(47,201.37)	94.02%	5.97%
UNIT 47- MAINTENANCE FUND	47,450.53	50,641.00	(3,190.47)	93.69%	6.30%
UNIT 49- MAINTENANCE FUND	68,379.40	84,626.00	(16,246.60)	80.80%	19.19%
UNIT 51 - MAINTENANCE FUND	36,512.16	42,841.00	(6,328.84)	85.22%	14.77%
Unit 53 - Maintenance Fund	99,327.49	101,894.00	(2,566.51)	97.48%	2.51%
Unit 53 Debt Service Fund	<u>3,123,667.08</u>	<u>3,204,385.00</u>	<u>(80,717.92)</u>	<u>97.48%</u>	<u>2.51%</u>
Report Difference	<u>34,256,028.10</u>	<u>35,922,095.00</u>	<u>(1,666,066.90)</u>	<u>95.36%</u>	<u>4.64%</u>

Northern Palm Beach County Improvement District
Investment Summary
February 28, 2023

Description	Bank Balance			% of Investments	Interest Rates		
	Current Month	Prior Month	Prior Year		Current Month	Prior Month	This Month Last Year
Pooled Cash Accounts:							
Wells Fargo (2)	\$ 28,085,680	\$ 28,771,818	\$ 52,671,661	37.2%	0.00%	0.00%	0.00%
Alt Ckg (TD Bank)	\$ 3,021,641	\$ 3,015,857	\$ 4,987,175	4.0%	2.45%	2.25%	0.10%
Synovus	\$ 2,006,494	\$ 2,005,186	\$ -	2.7%	0.85%	0.85%	0.00%
FL FIT CP Pool Investments	\$ -	\$ -	\$ -	0.0%	0.00%	0.00%	0.00%
FL FIT PDP Investments	\$ -	\$ -	\$ -	0.0%	0.00%	0.00%	0.00%
Dreyfus Govt Cash Mgmt (DR289)	\$ 7,050,868	\$ 7,025,760	\$ 72	9.3%	4.29%	4.07%	0.00%
Dreyfus Pfd MM (DR194)	\$ 7,061,931	\$ 7,036,038	\$ 181	9.3%	4.39%	4.20%	0.00%
Dreyfus Trsy Agy (DR521)	\$ 7,050,969	\$ 7,025,907	\$ 24	9.3%	4.28%	4.06%	0.00%
JP Morgan USTrsy (J3918)	\$ 7,055,919	\$ 7,031,232	\$ 29	9.3%	4.21%	3.93%	0.00%
Total Pooled Cash	\$ 61,333,500	\$ 61,911,797	\$ 57,659,142				
Bond Trust Accounts (held with Bank Of New York Mellon):							
Debt Service Funds	\$ 99,052	\$ 3,711,771	\$ 119,083	0.1%	0.00%	0.00%	0.00%
Reserve Funds	\$ 10,551,060	\$ 10,522,122	\$ 10,367,352	14.0%	0.00% - 0.25%	0.00% - 0.25%	0.00% - 1.92%
Project Funds	\$ 3,587,501	\$ 4,501,328	\$ 8,366,331	4.7%	0.00%	0.00%	0.00%
Total Trust Monies	\$ 14,237,613	\$ 18,735,221	\$ 18,852,765				
GRAND TOTAL	\$ 75,571,114	\$ 80,647,018	\$ 76,511,907				

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 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	118,710	123,406	(4,696)
Intergovernmental revenues	0	0	0
Investment income	1,111	0	1,111
Miscellaneous	6,916	0	6,916
Total Revenues:	126,738	123,406	3,332
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	2,875	0	(2,875)
LEGAL SERVICES	3,364	500	(2,864)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	427	752	325
CHEMICAL WEED CONTROL	6,207	14,897	8,690
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	7,992	16,920	8,928
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	500	500
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	1,000	1,000
Other	477	522	45
Total Physical Environment	21,342	55,091	33,749
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	29,000	36,000	7,000
Other	631	2,739	2,108
Total Capital outlay	29,631	38,739	9,108
Total Expenditures:	50,973	93,830	42,857
Excess (deficiency) of revenues over expenditures	75,765	29,576	46,189
Other financing sources (uses):			
Transfers out	(24,336)	(66,881)	42,545
Total Other financing sources (uses):	(24,336)	(66,881)	42,545
Net change in fund balance	51,429	(37,305)	88,734
Fund balances, beginning of year	214,355	0	214,355
Total Fund balances, beginning of year	214,355	0	214,355
Fund balance, end of period	265,784	(37,305)	303,089

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	345,383	370,204	(24,821)
Intergovernmental revenues	0	0	0
Investment income	2,555	0	2,555
Miscellaneous	22,408	0	22,408
Total Revenues:	370,346	370,204	142
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	2,000	2,000
ENGINEERING-PERMITS	0	0	0
ENVIRONMENTAL LIASON	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,040	1,832	792
CHEMICAL WEED CONTROL	7,663	18,390	10,727
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	5,075	16,460	11,385
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	8,925	31,686	22,761
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	1,200	2,500	1,300
REPAIR & MAINT - GENERAL	0	4,500	4,500
REPAIR & MAINT-TELEMETRY	502	5,000	4,498
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R&M- Aerator refurbishments	6,026	6,850	824
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	15,000	15,000
Other	11,292	24,312	13,020
Total Physical Environment	41,722	150,530	108,808
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	6,000	6,000
Other	2,663	11,556	8,893
Total Capital outlay	2,663	17,556	14,893
Total Expenditures:	44,385	168,086	123,701
Excess (deficiency) of revenues over expenditures	325,961	202,118	123,843
Other financing sources (uses):			
Transfers out	(65,295)	(206,514)	141,219
Total Other financing sources (uses):	(65,295)	(206,514)	141,219
Net change in fund balance	260,666	(4,396)	265,062
Fund balances, beginning of year	389,575	0	389,575

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	389,575	0	389,575
Fund balance, end of period	650,240	(4,396)	654,636

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2A
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	116,096	124,518	(8,422)
Intergovernmental revenues	0	0	0
Investment income	1,609	0	1,609
Miscellaneous	26,634	0	26,634
Total Revenues:	<u>144,339</u>	<u>124,518</u>	<u>19,821</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	3,230	0	(3,230)
LEGAL SERVICES	667	2,000	1,333
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	31	375	344
AUDITORS SERVICES	824	1,452	628
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	1,295	4,200	2,905
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMETRY	2,508	9,000	6,492
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	3,000	3,000
REPAIR & MAINT - GATE/FENCE	0	1,200	1,200
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	8,000	8,000
Other	2,864	3,398	534
Total Physical Environment	<u>11,419</u>	<u>46,625</u>	<u>35,206</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	4,340	4,340
Total Capital outlay	<u>0</u>	<u>4,340</u>	<u>4,340</u>
Total Expenditures:	<u>11,419</u>	<u>50,965</u>	<u>39,546</u>
Excess (deficiency) of revenues over expenditures	<u>132,920</u>	<u>73,553</u>	<u>59,367</u>
Other financing sources (uses):			
Transfers out	(25,702)	(77,352)	51,650
Total Other financing sources (uses):	<u>(25,702)</u>	<u>(77,352)</u>	<u>51,650</u>
Net change in fund balance	107,217	(3,799)	111,016
Fund balances, beginning of year	<u>300,183</u>	<u>0</u>	<u>300,183</u>
Total Fund balances, beginning of year	<u>300,183</u>	<u>0</u>	<u>300,183</u>
Fund balance, end of period	<u>407,400</u>	<u>(3,799)</u>	<u>411,199</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2C
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	326,218	343,501	(17,283)
Intergovernmental revenues	0	0	0
Investment income	2,504	0	2,504
Miscellaneous	867	0	867
Total Revenues:	329,588	343,501	(13,913)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	3,692	0	(3,692)
LEGAL SERVICES	3,835	500	(3,335)
FINANCIAL CONS./ADVISOR	31	375	344
AUDITORS SERVICES	826	1,456	630
CHEMICAL WEED CONTROL	661	1,586	925
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	1,027	3,330	2,303
PRESERVE/EXOTIC MAINT	48,840	146,395	97,555
REPAIR & MAINT-AERATORS	0	12,500	12,500
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	60,000	60,000
R&M- Aerator refurbishments	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	3,881	5,221	1,340
Total Physical Environment	62,792	264,363	201,571
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	62,792	264,363	201,571
Excess (deficiency) of revenues over expenditures	266,796	79,138	187,658
Other financing sources (uses):			
Transfers out	(37,938)	(62,126)	24,188
Total Other financing sources (uses):	(37,938)	(62,126)	24,188
Net change in fund balance	228,858	17,012	211,846
Fund balances, beginning of year	409,720	0	409,720
Total Fund balances, beginning of year	409,720	0	409,720
Fund balance, end of period	638,578	17,012	621,566

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	312,841	342,518	(29,677)
Intergovernmental revenues	0	0	0
Investment income	2,255	0	2,255
Miscellaneous	4,675	0	4,675
Total Revenues:	<u>319,771</u>	<u>342,518</u>	<u>(22,747)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	2,391	1,000	(1,391)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	812	1,000	188
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	734	1,293	559
CHEMICAL WEED CONTROL	9,487	30,769	21,282
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	2,500	2,500
MOWING & LANDSCAPE MAINTENANCE	12,348	46,140	33,792
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	706	6,048	5,342
REPAIR & MAINT-AERATORS	128	10,178	10,050
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	11,080	36,000	24,920
REPAIR & MAINT - GENERAL	3,630	6,000	2,370
REPAIR & MAINT-TELEMETRY	2,160	5,000	2,840
REPAIR & MAINT-CULVERTS	0	3,500	3,500
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	5,000	5,000
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	1,500	1,500
Other	3,497	11,285	7,788
Total Physical Environment	<u>46,973</u>	<u>167,713</u>	<u>120,740</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	4,500	17,000	12,500
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	81,660	43,723	(37,937)
Other	797	3,458	2,661
Total Capital outlay	<u>86,957</u>	<u>64,181</u>	<u>(22,776)</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>133,929</u>	<u>231,894</u>	<u>97,965</u>
Excess (deficiency) of revenues over expenditures	<u>185,842</u>	<u>110,624</u>	<u>75,218</u>
Other financing sources (uses):			
Transfers out	(41,815)	(126,708)	84,893
Capital contributions from landowners	4,689	11,556	(6,867)

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Total Other financing sources (uses):	<u>(37,126)</u>	<u>(115,152)</u>	<u>78,026</u>
Net change in fund balance	148,716	(4,528)	153,244
Fund balances, beginning of year	<u>402,878</u>	<u>0</u>	<u>402,878</u>
Total Fund balances, beginning of year	<u>402,878</u>	<u>0</u>	<u>402,878</u>
Fund balance, end of period	<u>551,593</u>	<u>(4,528)</u>	<u>556,121</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3A
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	210,276	227,946	(17,670)
Intergovernmental revenues	0	0	0
Investment income	1,939	0	1,939
Miscellaneous	(370)	0	(370)
Total Revenues:	211,845	227,946	(16,101)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	15,000	15,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	638	2,000	1,362
FINANCIAL CONS./ADVISOR	16	188	172
IT Services	0	0	0
AUDITORS SERVICES	750	1,321	571
CHEMICAL WEED CONTROL	2,729	8,852	6,123
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	5,663	31,658	25,995
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-ROADS	0	23,000	23,000
REPAIR & MAINT-CULVERTS	0	60,000	60,000
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	10,000	10,000
R&M- Aerator refurbishments	6,026	13,700	7,674
REPAIR & MAINT- STREET SWEEP	6,240	18,354	12,114
Other	11,119	29,591	18,472
Total Physical Environment	33,181	217,164	183,983
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	33,181	217,164	183,983
Excess (deficiency) of revenues over expenditures	178,664	10,782	167,882
Other financing sources (uses):			
Transfers out	(21,984)	(73,997)	52,013
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(21,984)	(73,997)	52,013
Net change in fund balance	156,680	(63,215)	219,895
Fund balances, beginning of year	335,581	0	335,581
Total Fund balances, beginning of year	335,581	0	335,581
Fund balance, end of period	492,261	(63,215)	555,476

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 4
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	504,021	554,171	(50,150)
Intergovernmental revenues	0	0	0
Investment income	4,097	0	4,097
Miscellaneous	3,165	0	3,165
Total Revenues:	511,283	554,171	(42,888)
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	1,225	2,158	933
CHEMICAL WEED CONTROL	5,745	18,634	12,889
MOWING SERVICES	0	0	0
TRASH DISPOSAL	350	1,000	650
MOWING & LANDSCAPE MAINTENANCE	5,606	18,180	12,574
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	27,811	75,978	48,167
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT - GENERAL	350	4,000	3,650
REPAIR & MAINT-TELEMTRY	1,003	5,000	3,997
REPAIR & MAINT-CULVERTS	0	300,000	300,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R&M- Aerator refurbishments	0	0	0
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,500	2,500
Other	22,800	57,204	34,404
Total Physical Environment	64,889	489,154	424,265
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	13,500	13,500
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	65,585	65,585
Other	2,322	10,078	7,756
Total Capital outlay	2,322	89,163	86,841
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	67,212	578,317	511,105
Excess (deficiency) of revenues over expenditures	444,071	(24,146)	468,217
Other financing sources (uses):			
Transfers out	(68,191)	(198,614)	130,423
Total Other financing sources (uses):	(68,191)	(198,614)	130,423
Net change in fund balance	375,880	(222,760)	598,640
Fund balances, beginning of year			

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 4
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	657,299	0	657,299
Total Fund balances, beginning of year	657,299	0	657,299
Fund balance, end of period	1,033,179	(222,760)	1,255,939

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	474,864	503,606	(28,742)
Intergovernmental revenues	0	0	0
Investment income	3,837	0	3,837
Miscellaneous	100	0	100
Total Revenues:	478,801	503,606	(24,805)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	35,200	0	(35,200)
LEGAL SERVICES	0	500	500
WATER QUALITY	2,373	4,492	2,119
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	8,000	8,000
AUDITORS SERVICES	485	855	370
CHEMICAL WEED CONTROL	4,195	10,067	5,872
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	4,055	13,150	9,095
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	3,550	5,000	1,450
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	750	303,500	302,750
REPAIR & MAINT - GATE/FENCE	0	500	500
Other	5,651	4,922	(729)
Total Physical Environment	56,258	354,486	298,228
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	19,600	19,600
Other	4,448	9,269	4,821
Total Capital outlay	4,448	28,869	24,421
Principal	0	66,773	66,773
Interest	0	85,661	85,661
Total Expenditures:	60,707	535,789	475,082
Excess (deficiency) of revenues over expenditures	418,094	(32,183)	450,277
Other financing sources (uses):			
Transfers out	(50,460)	(115,809)	65,349
Total Other financing sources (uses):	(50,460)	(115,809)	65,349
Net change in fund balance	367,634	(147,992)	515,626
Fund balances, beginning of year	618,061	0	618,061
Total Fund balances, beginning of year	618,061	0	618,061
Fund balance, end of period	985,695	(147,992)	1,133,687

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5A
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	320,430	331,461	(11,031)
Intergovernmental revenues	0	0	0
Investment income	5,560	0	5,560
Miscellaneous	10,186	0	10,186
Total Revenues:	<u>336,176</u>	<u>331,461</u>	<u>4,715</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	7,841	20,000	12,159
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	2,000	2,000
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	735	1,296	561
MARSH MAINT-LITTORAL ZONE	259	17,884	17,625
CHEMICAL WEED CONTROL	12,136	36,409	24,273
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	57,000	57,000
REPAIR & MAINT-CULVERTS	8,207	500,000	491,793
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	125,000	125,000
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	7,675	17,843	10,168
Total Physical Environment	<u>36,854</u>	<u>785,932</u>	<u>749,078</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
Other	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>36,854</u>	<u>785,932</u>	<u>749,078</u>
Excess (deficiency) of revenues over expenditures	<u>299,322</u>	<u>(454,471)</u>	<u>753,793</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(46,823)	(152,052)	105,229
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(46,823)</u>	<u>(152,052)</u>	<u>105,229</u>
Net change in fund balance	<u>252,499</u>	<u>(606,523)</u>	<u>859,022</u>
Fund balances, beginning of year			

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5A
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	1,150,506	0	1,150,506
Total Fund balances, beginning of year	1,150,506	0	1,150,506
Fund balance, end of period	1,403,005	(606,523)	2,009,528

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5B
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	91,350	98,844	(7,494)
Intergovernmental revenues	0	0	0
Investment income	913	0	913
Miscellaneous	0	0	0
Total Revenues:	<u>92,263</u>	<u>98,844</u>	<u>(6,581)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	3,000	3,000
LEGAL SERVICES	0	500	500
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	16	188	172
AUDITORS SERVICES	415	731	316
MOWING & LANDSCAPE MAINTENANCE	1,516	4,916	3,400
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	13,550	10,500	(3,050)
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	0	35,000	35,000
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMTRY	6,501	5,000	(1,501)
R&M- GENERATORS	1,131	2,500	1,369
REPAIR & MAINT- WATER CTRL STR	0	750	750
Other	<u>3,073</u>	<u>8,277</u>	<u>5,204</u>
Total Physical Environment	26,202	75,362	49,160
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital outlay	0	0	0
Principal	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>26,202</u>	<u>75,362</u>	<u>49,160</u>
Excess (deficiency) of revenues over expenditures	<u>66,061</u>	<u>23,482</u>	<u>42,579</u>
Other financing sources (uses):			
Transfers out	<u>(19,872)</u>	<u>(50,361)</u>	<u>30,489</u>
Total Other financing sources (uses):	<u>(19,872)</u>	<u>(50,361)</u>	<u>30,489</u>
Net change in fund balance	46,190	(26,879)	73,069
Fund balances, beginning of year	<u>183,573</u>	<u>0</u>	<u>183,573</u>
Total Fund balances, beginning of year	<u>183,573</u>	<u>0</u>	<u>183,573</u>
Fund balance, end of period	<u>229,763</u>	<u>(26,879)</u>	<u>256,642</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5C
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	41,576	45,150	(3,574)
Investment income	<u>1,105</u>	<u>0</u>	<u>1,105</u>
Total Investment income	<u>1,105</u>	<u>0</u>	<u>1,105</u>
Total Revenues:	<u><u>42,681</u></u>	<u><u>45,150</u></u>	<u><u>(2,469)</u></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	301	531	230
TRASH DISPOSAL	1,700	3,400	1,700
MOWING & LANDSCAPE MAINTENANCE	333	1,080	747
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,500	1,500
REPAIR & MAINT - GENERAL	0	1,500	1,500
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	0	7,000	7,000
REPAIR & MAINT- WATER CTRL STR	0	1,000	1,000
Other	<u>542</u>	<u>1,428</u>	<u>886</u>
Total Physical Environment	<u>2,876</u>	<u>23,939</u>	<u>21,063</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	362	362
Other	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital outlay	<u>0</u>	<u>362</u>	<u>362</u>
Principal	0	0	0
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u><u>2,876</u></u>	<u><u>24,301</u></u>	<u><u>21,425</u></u>
Excess (deficiency) of revenues over expenditures	<u><u>39,805</u></u>	<u><u>20,849</u></u>	<u><u>18,956</u></u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(8,550)</u>	<u>(25,616)</u>	<u>17,066</u>
Total Other financing sources (uses):	<u>(8,550)</u>	<u>(25,616)</u>	<u>17,066</u>
Net change in fund balance	31,255	(4,767)	36,022
Fund balances, beginning of year	<u>246,104</u>	<u>0</u>	<u>246,104</u>
Total Fund balances, beginning of year	<u>246,104</u>	<u>0</u>	<u>246,104</u>
Fund balance, end of period	<u><u>277,359</u></u>	<u><u>(4,767)</u></u>	<u><u>282,126</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5D
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	84,269	89,719	(5,450)
Intergovernmental revenues	0	0	0
Investment income	1,255	0	1,255
Miscellaneous	0	0	0
Total Revenues:	<u>85,525</u>	<u>89,719</u>	<u>(4,194)</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
Special Legislative Activities	0	0	0
AUDITORS SERVICES	477	840	363
MOWING & LANDSCAPE MAINTENANCE	791	2,566	1,775
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
REPAIR & MAINT-PUMP STATN	473	10,000	9,527
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	0	3,000	3,000
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	6,251	5,000	(1,251)
R&M- GENERATORS	2,945	2,500	(445)
REPAIR & MAINT- WATER CTRL STR	0	1,600	1,600
Other	2,877	6,424	3,547
Total Physical Environment	<u>13,814</u>	<u>37,430</u>	<u>23,616</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>13,814</u>	<u>37,430</u>	<u>23,616</u>
Excess (deficiency) of revenues over expenditures	<u>71,711</u>	<u>52,289</u>	<u>19,422</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(17,786)	(54,754)	36,968
Total Other financing sources (uses):	<u>(17,786)</u>	<u>(54,754)</u>	<u>36,968</u>
Net change in fund balance	53,925	(2,465)	56,390
Fund balances, beginning of year	<u>262,707</u>	<u>0</u>	<u>262,707</u>
Total Fund balances, beginning of year	<u>262,707</u>	<u>0</u>	<u>262,707</u>
Fund balance, end of period	<u>316,632</u>	<u>(2,465)</u>	<u>319,097</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 7
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	109,563	116,709	(7,146)
Intergovernmental revenues	0	0	0
Investment income	1,861	0	1,861
Miscellaneous	4,058	0	4,058
Total Revenues:	<u>115,482</u>	<u>116,709</u>	<u>(1,227)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	1,461	4,513	3,052
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	383	675	292
CHEMICAL WEED CONTROL	2,319	5,566	3,247
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,200	1,200
MOWING & LANDSCAPE MAINTENANCE	4,853	15,740	10,887
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMTRY	1,003	0	(1,003)
REPAIR & MAINT - GATE/FENCE	0	2,000	2,000
REPAIR & MAINT- WATER CTRL STR	0	350	350
Other	1,200	1,632	432
Total Physical Environment	<u>11,220</u>	<u>39,176</u>	<u>27,956</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	27,000	27,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	362	362
Other	811	3,521	2,710
Total Capital outlay	<u>811</u>	<u>30,883</u>	<u>30,072</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>12,031</u>	<u>70,059</u>	<u>58,028</u>
Excess (deficiency) of revenues over expenditures	<u>103,451</u>	<u>46,650</u>	<u>56,801</u>
Other financing sources (uses):			
Transfers out	(22,703)	(75,451)	52,748
Total Other financing sources (uses):	<u>(22,703)</u>	<u>(75,451)</u>	<u>52,748</u>
Net change in fund balance	80,748	(28,801)	109,549
Fund balances, beginning of year	<u>388,527</u>	<u>0</u>	<u>388,527</u>
Total Fund balances, beginning of year	<u>388,527</u>	<u>0</u>	<u>388,527</u>

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 7
 From 10/1/2022 Through 2/28/2023
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	469,275	(28,801)	498,076

Northern Palm Beach County Improvement District

Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)

Unit 9

From 10/1/2022 Through 2/28/2023

(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	114,110	120,291	(6,181)
Intergovernmental revenues	0	0	0
Investment income	1,646	0	1,646
Miscellaneous	<u>(90)</u>	<u>0</u>	<u>(90)</u>
Total Revenues:	<u>115,665</u>	<u>120,291</u>	<u>(4,626)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	2,304	6,549	4,245
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	400	705	305
CHEMICAL WEED CONTROL	1,574	3,778	2,204
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	1,745	5,660	3,915
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	2,500	2,500
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	502	5,000	4,498
REPAIR & MAINT-CULVERTS	0	60,000	60,000
REPAIR & MAINT - GATE/FENCE	0	500	500
REPAIR & MAINT - IRRIGATION	0	0	0
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	1,200	1,200
Other	<u>1,245</u>	<u>1,360</u>	<u>115</u>
Total Physical Environment	<u>7,770</u>	<u>94,752</u>	<u>86,982</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	723	723
Other	<u>523</u>	<u>2,270</u>	<u>1,747</u>
Total Capital outlay	<u>523</u>	<u>2,993</u>	<u>2,470</u>
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>8,293</u>	<u>97,745</u>	<u>89,452</u>
Excess (deficiency) of revenues over expenditures	<u>107,372</u>	<u>22,546</u>	<u>84,826</u>
Other financing sources (uses):			
Transfers out	<u>(24,656)</u>	<u>(84,045)</u>	<u>59,389</u>
Total Other financing sources (uses):	<u>(24,656)</u>	<u>(84,045)</u>	<u>59,389</u>
Net change in fund balance	82,716	(61,499)	144,215

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	332,655	0	332,655
Total Fund balances, beginning of year	332,655	0	332,655
Fund balance, end of period	415,371	(61,499)	476,870

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	914,545	984,633	(70,088)
Intergovernmental revenues	0	0	0
Investment income	6,508	0	6,508
Miscellaneous	(2,185)	0	(2,185)
Total Revenues:	918,868	984,633	(65,766)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	1,979	1,000	(979)
WATER QUALITY	596	2,384	1,788
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	5,000	5,000
AUDITORS SERVICES	2,327	4,101	1,774
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	12,551	40,486	27,935
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	3,614	11,720	8,106
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	67,346	228,257	160,911
UPLAND MAINTENANCE	6,341	33,191	26,850
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	26,708	90,780	64,072
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-TELEMETRY	1,003	5,000	3,997
REPAIR & MAINT-ROADS	0	50,000	50,000
REPAIR & MAINT-CULVERTS	0	50,000	50,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R&M- Aerator refurbishments	12,052	13,700	1,648
R & M PRESERVE STRUCTURES	3,139	100,000	96,861
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	4,000	4,000
Other	44,753	101,911	57,158
Total Physical Environment	182,408	755,030	572,622
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	6,300	68,500	62,200
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
MACHINERY & EQUIPMENT	0	23,128	23,128
Other	0	0	0
Total Capital outlay	6,300	91,628	85,328

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Principal	0	0	0
Total Expenditures:	188,708	846,658	657,950
Excess (deficiency) of revenues over expenditures	730,160	137,975	592,185
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(87,071)	(229,133)	142,062
Total Other financing sources (uses):	(87,071)	(229,133)	142,062
Net change in fund balance	643,089	(91,158)	734,247
Fund balances, beginning of year	1,015,147	0	1,015,147
Total Fund balances, beginning of year	1,015,147	0	1,015,147
Fund balance, end of period	1,658,235	(91,158)	1,749,393

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	739,874	800,564	(60,690)
Intergovernmental revenues	0	0	0
Investment income	5,168	0	5,168
Miscellaneous	(175)	0	(175)
Total Revenues:	744,867	800,564	(55,697)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
FINANCIAL CONS./ADVISOR	16	188	172
OTHER PROFESSIONAL SVCS	0	5,000	5,000
AUDITORS SERVICES	1,815	3,199	1,384
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	5,362	17,296	11,934
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	752	2,440	1,688
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	67,346	228,257	160,911
UPLAND MAINTENANCE	15,499	81,133	65,634
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	25,782	37,989	12,207
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	6	2,500	2,494
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	8,000	8,000
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-ROADS	0	50,000	50,000
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R&M- Aerator refurbishments	6,026	6,850	824
R & M PRESERVE STRUCTURES	33,736	100,000	66,264
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	3,500	3,500
Other	27,694	65,745	38,051
Total Physical Environment	184,034	645,597	461,563
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	45,000	45,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	23,128	23,128
Other	0	0	0
Total Capital outlay	0	68,128	68,128
Principal	0	0	0
Total Expenditures:	184,034	713,725	529,691

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Excess (deficiency) of revenues over expenditures	<u>560,833</u>	<u>86,839</u>	<u>473,994</u>
Other financing sources (uses):			
Transfers out	<u>(60,978)</u>	<u>(170,701)</u>	<u>109,723</u>
Total Other financing sources (uses):	<u>(60,978)</u>	<u>(170,701)</u>	<u>109,723</u>
Net change in fund balance	499,855	(83,862)	583,717
Fund balances, beginning of year			
	<u>820,933</u>	<u>0</u>	<u>820,933</u>
Total Fund balances, beginning of year	<u>820,933</u>	<u>0</u>	<u>820,933</u>
Fund balance, end of period	<u><u>1,320,789</u></u>	<u><u>(83,862)</u></u>	<u><u>1,404,651</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	2,617,346	2,840,091	(222,745)
Intergovernmental revenues	0	0	0
Investment income	17,252	0	17,252
Miscellaneous	14,820	0	14,820
Total Revenues:	2,649,418	2,840,091	(190,673)
Expenditures:			
Physical Environment			
ENGINEERING FEES	12,700	65,000	52,300
ENGINEERING-PERMITS	2,240	0	(2,240)
LEGAL SERVICES	7,847	5,000	(2,847)
WATER QUALITY	0	17,390	17,390
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	6,379	11,242	4,863
MARSH MAINT-LITTORAL ZONE	147,670	500,142	352,472
CHEMICAL WEED CONTROL	105,520	316,130	210,610
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	9,964	32,315	22,351
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	8,853	109,250	100,397
REPAIR & MAINT-AERATORS	74,590	195,026	120,436
REPAIR & MAINT-PUMP STATN	26,625	30,000	3,375
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	6,000	12,000	6,000
REPAIR & MAINT-BLDG	0	93,500	93,500
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	32,692	26,000	(6,692)
REPAIR & MAINT-ROADS	176	131,950	131,774
REPAIR & MAINT-CULVERTS	2,000	100,000	98,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R & M - HVAC REPAIRS	0	0	0
Repairs & Maint - Catch Basins	0	60,000	60,000
R&M- Aerator refurbishments	24,104	34,250	10,146
R&M- GENERATORS	4,515	7,500	2,985
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	4,500	4,500
R&M- PRESERVE STRUCTURE/INLETS	960	2,000	1,040
Other	94,225	205,950	111,725
Total Physical Environment	567,060	1,970,645	1,403,585
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	21,000	21,000
ROADS/BRIDGES	0	175,000	175,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	8,083	80,362	72,279
Other	2,604	8,196	5,592

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Capital outlay	10,687	284,558	273,871
Principal	0	175,092	175,092
Interest	11,242	22,367	11,125
Total Expenditures:	588,989	2,452,662	1,863,673
Excess (deficiency) of revenues over expenditures	2,060,429	387,429	1,673,000
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(251,716)	(691,424)	439,708
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(251,716)	(691,424)	439,708
Net change in fund balance	1,808,714	(303,995)	2,112,709
Fund balances, beginning of year	2,558,601	0	2,558,601
Total Fund balances, beginning of year	2,558,601	0	2,558,601
Fund balance, end of period	4,367,315	(303,995)	4,671,310

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	60,147	65,064	(4,917)
Intergovernmental revenues	0	0	0
Investment income	882	0	882
Miscellaneous	3,208	0	3,208
Total Revenues:	<u>64,237</u>	<u>65,064</u>	<u>(827)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	2,320	0	(2,320)
LEGAL SERVICES	348	0	(348)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	196	346	150
CHEMICAL WEED CONTROL	78	187	109
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	974	3,160	2,186
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	502	5,000	4,498
REPAIR & MAINT - GATE/FENCE	0	500	500
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	1,000	1,000
Other	601	647	46
Total Physical Environment	<u>5,020</u>	<u>13,840</u>	<u>8,820</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	1,447	1,447
Other	580	2,515	1,935
Total Capital outlay	<u>580</u>	<u>3,962</u>	<u>3,382</u>
Total Expenditures:	<u>5,599</u>	<u>17,802</u>	<u>12,203</u>
Excess (deficiency) of revenues over expenditures	<u>58,638</u>	<u>47,262</u>	<u>11,376</u>
Other financing sources (uses):			
Transfers out	(18,231)	(53,029)	34,798
Total Other financing sources (uses):	<u>(18,231)</u>	<u>(53,029)</u>	<u>34,798</u>
Net change in fund balance	40,407	(5,767)	46,174
Fund balances, beginning of year	<u>181,214</u>	<u>0</u>	<u>181,214</u>
Total Fund balances, beginning of year	<u>181,214</u>	<u>0</u>	<u>181,214</u>
Fund balance, end of period	<u>221,621</u>	<u>(5,767)</u>	<u>227,388</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12A
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	22,168	24,064	(1,896)
Intergovernmental revenues	0	0	0
Investment income	490	0	490
Miscellaneous	0	0	0
Total Revenues:	<u>22,658</u>	<u>24,064</u>	<u>(1,406)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	78	138	60
CHEMICAL WEED CONTROL	362	1,173	811
TRASH DISPOSAL	0	1,500	1,500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	196	7,641	7,445
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-CULVERTS	0	3,500	3,500
REPAIR & MAINT - GATE/FENCE	0	0	0
R&M- Aerator refurbishments	0	0	0
Other	1,051	2,266	1,215
Total Physical Environment	<u>1,687</u>	<u>17,718</u>	<u>16,031</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>1,687</u>	<u>17,718</u>	<u>16,031</u>
Excess (deficiency) of revenues over expenditures	<u>20,971</u>	<u>6,346</u>	<u>14,625</u>
Other financing sources (uses):			
Transfers out	(3,391)	(11,782)	8,391
Total Other financing sources (uses):	<u>(3,391)</u>	<u>(11,782)</u>	<u>8,391</u>
Net change in fund balance	17,580	(5,436)	23,016
Fund balances, beginning of year	<u>105,855</u>	<u>0</u>	<u>105,855</u>
Total Fund balances, beginning of year	<u>105,855</u>	<u>0</u>	<u>105,855</u>
Fund balance, end of period	<u>123,436</u>	<u>(5,436)</u>	<u>128,872</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	729,595	801,613	(72,018)
Intergovernmental revenues	0	0	0
Investment income	4,825	0	4,825
Miscellaneous	4,888	0	4,888
Total Revenues:	739,307	801,613	(62,306)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	1,160	5,000	3,840
WATER QUALITY	0	5,480	5,480
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	2,212	3,898	1,686
CHEMICAL WEED CONTROL	12,305	39,908	27,603
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	2,896	9,391	6,495
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	35,211	165,182	129,971
REPAIR & MAINT-PUMP STATN	2,017	5,000	2,983
REPAIR & MAINT-CANAL/LAKE	15,000	30,000	15,000
REPAIR & MAINT-BLDG	0	1,000	1,000
REPAIR & MAINT - GENERAL	350	1,000	650
REPAIR & MAINT-TELEMETRY	10,932	26,000	15,068
REPAIR & MAINT-CULVERTS	0	40,000	40,000
REPAIR & MAINT - GATE/FENCE	0	0	0
R&M- Aerator refurbishments	0	27,400	27,400
R&M- GENERATORS	258	2,500	2,242
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	62,612	150,628	88,016
Total Physical Environment	144,953	517,387	372,434
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	372,500	372,500
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	21,500	21,500
Other	331	1,437	1,106
Total Capital outlay	331	395,437	395,106
Principal	0	94,028	94,028
Interest	6,037	12,012	5,975
Total Expenditures:	151,321	1,018,864	867,543
Excess (deficiency) of revenues over expenditures	587,987	(217,251)	805,238

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Other financing sources (uses):			
Transfers out	(63,917)	(191,122)	127,205
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(63,917)</u>	<u>(191,122)</u>	<u>127,205</u>
Net change in fund balance	524,070	(408,373)	932,443
Fund balances, beginning of year			
	<u>740,606</u>	<u>0</u>	<u>740,606</u>
Total Fund balances, beginning of year	<u>740,606</u>	<u>0</u>	<u>740,606</u>
Fund balance, end of period	<u><u>1,264,676</u></u>	<u><u>(408,373)</u></u>	<u><u>1,673,049</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 15
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	852,986	925,051	(72,065)
Intergovernmental revenues	0	0	0
Investment income	5,351	0	5,351
Miscellaneous	3,210	0	3,210
Total Revenues:	861,548	925,051	(63,503)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,436	1,000	(1,436)
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	2,500	2,500
AUDITORS SERVICES	2,004	3,532	1,528
CHEMICAL WEED CONTROL	23,634	76,652	53,018
MOWING SERVICES	0	0	0
TRASH DISPOSAL	10,000	31,000	21,000
MOWING & LANDSCAPE MAINTENANCE	4,200	13,620	9,420
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	29,084	143,514	114,430
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	2,700	30,500	27,800
REPAIR & MAINT - GENERAL	0	12,000	12,000
REPAIR & MAINT-TELEMETRY	2,508	5,000	2,492
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	30,000	30,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	27,400	27,400
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	11,000	11,000
Other	75,272	170,128	94,856
Total Physical Environment	151,838	559,346	407,508
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	456,500	456,500
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	47,860	1,085	(46,775)
Other	1,406	6,103	4,697
Total Capital outlay	49,267	463,688	414,421
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	201,105	1,023,034	821,929
Excess (deficiency) of revenues over expenditures	660,443	(97,983)	758,426

Other financing sources (uses):

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 15
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Transfers out	(60,831)	(177,706)	116,875
Total Other financing sources (uses):	(60,831)	(177,706)	116,875
Net change in fund balance	599,612	(275,689)	875,301
Fund balances, beginning of year	764,653	0	764,653
Total Fund balances, beginning of year	764,653	0	764,653
Fund balance, end of period	1,364,265	(275,689)	1,639,954

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	1,154,265	1,211,107	(56,842)
Intergovernmental revenues	0	0	0
Investment income	8,184	0	8,184
Miscellaneous	22,730	0	22,730
Total Revenues:	<u>1,185,178</u>	<u>1,211,107</u>	<u>(25,929)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	428	55,000	54,573
ENGINEERING-PERMITS	9,087	0	(9,087)
ENVIRONMENTAL LIASON	3,755	25,031	21,276
LEGAL SERVICES	8,990	20,000	11,010
WATER QUALITY	0	5,698	5,698
FINANCIAL CONS./ADVISOR	16	188	172
AUDITORS SERVICES	2,582	4,550	1,968
MARSH MAINT-LITTORAL ZONE	259	6,082	5,823
CHEMICAL WEED CONTROL	13,490	40,471	26,981
MOWING SERVICES	0	0	0
SECURITY SERVICES	223,947	447,894	223,947
TRASH DISPOSAL	0	5,000	5,000
MOWING & LANDSCAPE MAINTENANCE	13,369	43,360	29,991
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	8,700	26,220	17,520
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	18,292	292,000	273,708
REPAIR & MAINT-CULVERTS	0	30,000	30,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	16,125	20,000	3,875
REPAIR & MAINT- STREET SWEEP	2,019	6,550	4,531
REPAIR & MAINT- WATER CTRL STR	0	5,000	5,000
Other	<u>15,272</u>	<u>20,803</u>	<u>5,531</u>
Total Physical Environment	<u>336,330</u>	<u>1,082,847</u>	<u>746,517</u>
Capital outlay			
ROADS/BRIDGES	0	343,000	343,000
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
Other	<u>2,364</u>	<u>2,122</u>	<u>(242)</u>
Total Capital outlay	<u>2,364</u>	<u>345,122</u>	<u>342,758</u>
Principal	0	0	0
Total Expenditures:	<u>338,694</u>	<u>1,427,969</u>	<u>1,089,275</u>
Excess (deficiency) of revenues over expenditures	<u>846,484</u>	<u>(216,862)</u>	<u>1,063,346</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Other financing sources (uses):			
Transfers out	(82,952)	(220,508)	137,556
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(82,952)</u>	<u>(220,508)</u>	<u>137,556</u>
Net change in fund balance	763,532	(437,370)	1,200,902
Fund balances, beginning of year			
	<u>1,312,567</u>	<u>0</u>	<u>1,312,567</u>
Total Fund balances, beginning of year	<u>1,312,567</u>	<u>0</u>	<u>1,312,567</u>
Fund balance, end of period	<u><u>2,076,100</u></u>	<u><u>(437,370)</u></u>	<u><u>2,513,470</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	1,519,263	1,645,266	(126,003)
Intergovernmental revenues	(2,467)	255,000	(257,467)
Investment income	12,401	0	12,401
Miscellaneous	668	0	668
Total Revenues:	1,529,865	1,900,266	(370,401)
Expenditures:			
Physical Environment			
ENGINEERING FEES	203	10,000	9,798
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	7,392	20,000	12,608
LEGAL - SPECIAL SERVICES	0	0	0
WATER QUALITY	259,086	348,187	89,101
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	4,471	7,880	3,409
MARSH MAINT-LITTORAL ZONE	120,103	391,446	271,343
CHEMICAL WEED CONTROL	61,421	183,864	122,443
TRASH DISPOSAL	283	1,300	1,017
MOWING & LANDSCAPE MAINTENANCE	4,803	15,576	10,773
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	37,599	148,662	111,063
REPAIR & MAINT-PUMP STATN	1,429	55,000	53,571
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	4,600	1,500	(3,100)
REPAIR & MAINT - GENERAL	1,200	3,000	1,800
REPAIR & MAINT-TELEMETRY	30,338	26,000	(4,338)
REPAIR & MAINT-ROADS	0	95,000	95,000
REPAIR & MAINT-CULVERTS	0	100,000	100,000
REPAIR & MAINT - GATE/FENCE	0	1,000	1,000
Repairs & Maint - Catch Basins	0	120,000	120,000
R&M- Aerator refurbishments	0	27,400	27,400
R&M- GENERATORS	6,832	7,500	668
REPAIR & MAINT- STREET SWEEP	8,711	28,252	19,541
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	86,258	200,985	114,727
Total Physical Environment	634,728	1,805,552	1,170,824
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	0	0
Other	676	2,936	2,260
Total Capital outlay	676	2,936	2,260
Principal	0	0	0

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Total Expenditures:	<u>635,405</u>	<u>1,808,488</u>	<u>1,173,083</u>
Excess (deficiency) of revenues over expenditures	<u>894,460</u>	<u>91,778</u>	<u>802,682</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(138,948)	(351,180)	212,232
Capital contributions from landowners	<u>9,074</u>	<u>22,047</u>	<u>(12,973)</u>
Total Other financing sources (uses):	<u>(129,874)</u>	<u>(329,133)</u>	<u>199,259</u>
Net change in fund balance	764,586	(237,355)	1,001,941
Fund balances, beginning of year	<u>2,261,163</u>	<u>0</u>	<u>2,261,163</u>
Total Fund balances, beginning of year	<u>2,261,163</u>	<u>0</u>	<u>2,261,163</u>
Fund balance, end of period	<u>3,025,749</u>	<u>(237,355)</u>	<u>3,263,104</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	467,810	502,756	(34,946)
Intergovernmental revenues	0	0	0
Investment income	3,136	0	3,136
Miscellaneous	5,317	0	5,317
Total Revenues:	<u>476,263</u>	<u>502,756</u>	<u>(26,493)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,175	500	(1,675)
WATER QUALITY	0	14,762	14,762
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,146	2,020	874
MARSH MAINT-LITTORAL ZONE	259	25,395	25,136
CHEMICAL WEED CONTROL	9,702	29,107	19,405
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	1,591	5,160	3,569
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	20,706	20,706
REPAIR & MAINT-AERATORS	12,928	69,676	56,748
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	2,508	5,000	2,492
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	6,850	6,850
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	<u>37,025</u>	<u>73,247</u>	<u>36,222</u>
Total Physical Environment	<u>67,334</u>	<u>288,423</u>	<u>221,089</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	16,741	86,000	69,259
Other	413	1,793	1,380
Total Capital outlay	<u>17,154</u>	<u>87,793</u>	<u>70,639</u>
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>84,489</u>	<u>376,216</u>	<u>291,727</u>
Excess (deficiency) of revenues over expenditures	<u>391,774</u>	<u>126,540</u>	<u>265,234</u>

Other financing sources (uses):

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Transfers in	0	0	0
Transfers out	<u>(42,815)</u>	<u>(133,322)</u>	<u>90,507</u>
Total Other financing sources (uses):	<u>(42,815)</u>	<u>(133,322)</u>	<u>90,507</u>
Net change in fund balance	348,959	(6,782)	355,741
Fund balances, beginning of year	<u>449,360</u>	<u>0</u>	<u>449,360</u>
Total Fund balances, beginning of year	<u>449,360</u>	<u>0</u>	<u>449,360</u>
Fund balance, end of period	<u><u>798,319</u></u>	<u><u>(6,782)</u></u>	<u><u>805,101</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19A
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	38,754	40,613	(1,859)
Investment income	2,105	0	2,105
Miscellaneous	0	0	0
Total Revenues:	40,859	40,613	246
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	50	88	38
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	0	0	0
Other	388	403	15
Total Physical Environment	437	11,991	11,554
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	15,000	15,000
Total Capital outlay	0	15,000	15,000
Total Expenditures:	437	26,991	26,554
Excess (deficiency) of revenues over expenditures	40,422	13,622	26,800
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(6,831)	(14,197)	7,366
Total Other financing sources (uses):	(6,831)	(14,197)	7,366
Net change in fund balance	33,591	(575)	34,166
Fund balances, beginning of year	494,301	0	494,301
Total Fund balances, beginning of year	494,301	0	494,301
Fund balance, end of period	527,892	(575)	528,467

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 20
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	210,826	230,406	(19,580)
Intergovernmental revenues	0	0	0
Investment income	2,218	0	2,218
Miscellaneous	530	0	530
Total Revenues:	213,574	230,406	(16,832)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
SPECIAL SERVICES	0	0	0
WATER QUALITY	394	1,577	1,183
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	319	562	243
CHEMICAL WEED CONTROL	2,176	7,056	4,880
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	5,000	12,000	7,000
REPAIR & MAINT - GENERAL	1,739	10,000	8,261
Repairs & Maint - Catch Basins	0	5,000	5,000
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
Other	2,009	2,189	180
Total Physical Environment	11,637	47,884	36,247
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	217,500	217,500
CULVERTS/STRUCTURES	0	0	0
Other	112	484	372
Total Capital outlay	112	217,984	217,872
Principal	0	79,504	79,504
Interest	0	50,000	50,000
Total Expenditures:	11,749	395,372	383,623
Excess (deficiency) of revenues over expenditures	201,825	(164,966)	366,791
 Other financing sources (uses):			
Transfers out	(14,389)	(35,433)	21,044
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):	(14,389)	(35,433)	21,044
Net change in fund balance	187,436	(200,399)	387,835
Fund balances, beginning of year	379,116	0	379,116
Total Fund balances, beginning of year	379,116	0	379,116

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 20
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	566,551	(200,399)	766,950

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	467,647	495,659	(28,012)
Intergovernmental revenues	0	0	0
Investment income	2,578	0	2,578
Miscellaneous	190	0	190
Total Revenues:	470,414	495,659	(25,245)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,670	500	(2,170)
WATER QUALITY	0	8,953	8,953
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,502	2,647	1,145
MARSH MAINT-LITTORAL ZONE	19,400	0	(19,400)
CHEMICAL WEED CONTROL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	93	300	207
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	169,531	203,205	33,674
REPAIR & MAINT-AERATORS	3,364	48,830	45,466
REPAIR & MAINT-PUMP STATN	195	5,000	4,805
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	9,000	9,000
REPAIR & MAINT-BLDG	0	2,000	2,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMETRY	8,758	5,000	(3,758)
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	500	500
R&M- GENERATORS	1,919	17,500	15,581
REPAIR & MAINT- WATER CTRL STR	0	3,000	3,000
R&M- PRESERVE STRUCTURE/INLETS	960	2,000	1,040
Other	11,004	19,738	8,734
Total Physical Environment	219,396	352,173	132,777
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	(12,187)	0	12,187
Other	88	381	293
Total Capital outlay	(12,099)	381	12,480
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	207,297	352,554	145,258

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Excess (deficiency) of revenues over expenditures	263,118	143,105	120,013
Other financing sources (uses):			
Transfers out	(80,873)	(205,213)	124,340
Capital contributions from landowners	48,970	0	48,970
Total Other financing sources (uses):	(31,903)	(205,213)	173,310
Net change in fund balance	231,215	(62,108)	293,323
Fund balances, beginning of year	399,335	0	399,335
Total Fund balances, beginning of year	399,335	0	399,335
Fund balance, end of period	630,550	(62,108)	692,658

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 23
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	290,111	308,694	(18,583)
Intergovernmental revenues	0	0	0
Investment income	1,903	0	1,903
Miscellaneous	40	0	40
Total Revenues:	<u>292,054</u>	<u>308,694</u>	<u>(16,640)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	392	1,568	1,176
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	714	1,258	544
MARSH MAINT-LITTORAL ZONE	2,940	35,052	32,112
CHEMICAL WEED CONTROL	12,348	37,044	24,696
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	185	600	415
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	6,542	103,531	96,989
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	251	0	(251)
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	80,000	80,000
REPAIR & MAINT - GATE/FENCE	0	200	200
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	1,500	1,500
R&M- PRESERVE STRUCTURE/INLETS	1,348	2,700	1,352
Other	2,931	3,249	318
Total Physical Environment	<u>27,649</u>	<u>277,702</u>	<u>250,053</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	362	362
Other	206	893	687
Total Capital outlay	<u>206</u>	<u>1,255</u>	<u>1,049</u>
Total Expenditures:	<u>27,855</u>	<u>278,957</u>	<u>251,102</u>
Excess (deficiency) of revenues over expenditures	<u>264,199</u>	<u>29,737</u>	<u>234,462</u>
Other financing sources (uses):			
Transfers out	(26,794)	(83,053)	56,259
Total Other financing sources (uses):	<u>(26,794)</u>	<u>(83,053)</u>	<u>56,259</u>
Net change in fund balance	<u>237,405</u>	<u>(53,316)</u>	<u>290,721</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 23
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	255,508	0	255,508
Total Fund balances, beginning of year	255,508	0	255,508
Fund balance, end of period	492,913	(53,316)	546,229

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 24
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	218,183	234,836	(16,653)
Intergovernmental revenues	0	0	0
Investment income	3,754	0	3,754
Miscellaneous	(505)	0	(505)
Total Revenues:	<u>221,432</u>	<u>234,836</u>	<u>(13,405)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	3,335	500	(2,835)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	829	1,461	632
MARSH MAINT-LITTORAL ZONE	7,071	45,782	38,711
CHEMICAL WEED CONTROL	12,934	37,387	24,453
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	7,161	23,225	16,064
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	15,746	24,157	8,411
REPAIR & MAINT-AERATORS	136	7,641	7,505
REPAIR & MAINT-PUMP STATN	195	6,500	6,305
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMTRY	251	5,000	4,749
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	100,000	100,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	0	0
R&M- GENERATORS	2,263	2,500	237
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	<u>5,257</u>	<u>12,520</u>	<u>7,263</u>
Total Physical Environment	<u>55,178</u>	<u>291,173</u>	<u>235,995</u>
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>127</u>	<u>551</u>	<u>424</u>
Total Capital outlay	<u>127</u>	<u>551</u>	<u>424</u>
Principal	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>55,305</u>	<u>291,724</u>	<u>236,419</u>
Excess (deficiency) of revenues over expenditures	<u>166,127</u>	<u>(56,888)</u>	<u>223,015</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 24
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(42,970)	(117,921)	74,951
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(42,970)</u>	<u>(117,921)</u>	<u>74,951</u>
Net change in fund balance	123,157	(174,809)	297,966
Fund balances, beginning of year			
	<u>819,656</u>	<u>0</u>	<u>819,656</u>
Total Fund balances, beginning of year	<u>819,656</u>	<u>0</u>	<u>819,656</u>
Fund balance, end of period	<u><u>942,813</u></u>	<u><u>(174,809)</u></u>	<u><u>1,117,622</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 27B
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	164,000	173,687	(9,687)
Investment income	<u>1,518</u>	<u>0</u>	<u>1,518</u>
Total Investment income	<u>1,518</u>	<u>0</u>	<u>1,518</u>
Total Revenues:	<u>165,518</u>	<u>173,687</u>	<u>(8,169)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	16	188	172
AUDITORS SERVICES	870	1,533	663
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	259	7,155	6,896
CHEMICAL WEED CONTROL	1,766	5,297	3,531
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	15,513	69,021	53,508
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	10,000	10,000
R & M PRESERVE STRUCTURES	0	20,000	20,000
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	<u>2,640</u>	<u>2,743</u>	<u>103</u>
Total Physical Environment	21,063	125,687	104,624
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	<u>157</u>	<u>683</u>	<u>526</u>
Total Capital outlay	<u>157</u>	<u>683</u>	<u>526</u>
Total Expenditures:	<u>21,220</u>	<u>126,370</u>	<u>105,150</u>
Excess (deficiency) of revenues over expenditures	<u>144,297</u>	<u>47,317</u>	<u>96,980</u>
Other financing sources (uses):			
Transfers out	<u>(19,375)</u>	<u>(55,127)</u>	<u>35,752</u>
Total Other financing sources (uses):	<u>(19,375)</u>	<u>(55,127)</u>	<u>35,752</u>
Net change in fund balance	124,922	(7,810)	132,732
Fund balances, beginning of year	<u>263,560</u>	<u>0</u>	<u>263,560</u>
Total Fund balances, beginning of year	<u>263,560</u>	<u>0</u>	<u>263,560</u>
Fund balance, end of period	<u>388,483</u>	<u>(7,810)</u>	<u>396,293</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 29
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	44,980	47,095	(2,115)
Intergovernmental revenues	0	0	0
Investment income	844	0	844
Miscellaneous	0	0	0
Total Revenues:	<u>45,824</u>	<u>47,095</u>	<u>(1,271)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
LEGAL SERVICES	0	500	500
WATER QUALITY	392	1,568	1,176
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	167	295	128
MARSH MAINT-LITTORAL ZONE	259	6,082	5,823
CHEMICAL WEED CONTROL	3,572	10,716	7,144
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	1,905	26,220	24,315
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	3,263	25,000	21,737
Other	450	466	16
Total Physical Environment	<u>10,008</u>	<u>72,347</u>	<u>62,339</u>
Capital outlay	38	166	128
Total Expenditures:	<u>10,047</u>	<u>72,513</u>	<u>62,466</u>
Excess (deficiency) of revenues over expenditures	<u>35,777</u>	<u>(25,418)</u>	<u>61,195</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(8,664)	(21,787)	13,123
Total Other financing sources (uses):	<u>(8,664)</u>	<u>(21,787)</u>	<u>13,123</u>
Net change in fund balance	27,113	(47,205)	74,318
Fund balances, beginning of year	<u>184,871</u>	<u>0</u>	<u>184,871</u>
Total Fund balances, beginning of year	<u>184,871</u>	<u>0</u>	<u>184,871</u>
Fund balance, end of period	<u>211,984</u>	<u>(47,205)</u>	<u>259,189</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	623,732	667,772	(44,040)
Intergovernmental revenues	0	0	0
Investment income	10,228	0	10,228
Miscellaneous	2,947	0	2,947
Total Revenues:	<u>636,906</u>	<u>667,772</u>	<u>(30,866)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	10,000	10,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	7,855	10,000	2,145
WATER QUALITY	831	5,140	4,309
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	2,374	4,183	1,809
MOWING & LANDSCAPE MAINTENANCE	296	960	664
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	72,297	267,644	195,347
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT-BLDG	1,190	5,000	3,810
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	2,508	5,000	2,492
REPAIR & MAINT-ROADS	0	25,000	25,000
REPAIR & MAINT-CULVERTS	0	100,000	100,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	100,000	100,000
R&M- Aerator refurbishments	0	34,250	34,250
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	115,427	253,184	137,757
Total Physical Environment	<u>202,779</u>	<u>847,861</u>	<u>645,082</u>
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	6,500	30,000	23,500
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	40,644	168,723	128,079
Other	758	1,075	317
Total Capital outlay	<u>47,901</u>	<u>199,798</u>	<u>151,897</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>250,680</u>	<u>1,047,659</u>	<u>796,979</u>
Excess (deficiency) of revenues over expenditures	<u>386,226</u>	<u>(379,887)</u>	<u>766,113</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(97,184)</u>	<u>(231,100)</u>	<u>133,916</u>
Total Other financing sources (uses):	<u>(97,184)</u>	<u>(231,100)</u>	<u>133,916</u>
Net change in fund balance	289,042	(610,987)	900,029
Fund balances, beginning of year			
	<u>2,013,748</u>	<u>0</u>	<u>2,013,748</u>
Total Fund balances, beginning of year	<u>2,013,748</u>	<u>0</u>	<u>2,013,748</u>
Fund balance, end of period	<u><u>2,302,790</u></u>	<u><u>(610,987)</u></u>	<u><u>2,913,777</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	19,078	19,894	(816)
Intergovernmental revenues	0	0	0
Investment income	130	0	130
Miscellaneous	(180)	0	(180)
Total Revenues:	19,028	19,894	(866)
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	49	87	38
CHEMICAL WEED CONTROL	722	1,734	1,012
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
JANITORIAL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	635	2,060	1,425
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	191	197	6
Total Physical Environment	1,598	14,078	12,480
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	16	70	54
Total Capital outlay	16	70	54
Total Expenditures:	1,614	14,148	12,534
Excess (deficiency) of revenues over expenditures	17,414	5,746	11,668
Other financing sources (uses):			
Transfers out	(2,916)	(6,154)	3,238
Total Other financing sources (uses):	(2,916)	(6,154)	3,238
Net change in fund balance	14,498	(408)	14,906
Fund balances, beginning of year	19,182	0	19,182
Total Fund balances, beginning of year	19,182	0	19,182
Fund balance, end of period	33,681	(408)	34,089

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32A
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	4,833	5,245	(412)
Investment income	159	0	159
Total Investment income	159	0	159
Total Revenues:	4,992	5,245	(253)
Expenditures:			
Physical Environment			
WATER QUALITY	392	1,568	1,176
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	25	44	19
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	0	0
MOWING & LANDSCAPE MAINTENANCE	635	2,060	1,425
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CULVERTS	0	1,500	1,500
Other	48	52	4
Total Physical Environment	1,100	5,224	4,124
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	1,100	5,224	4,124
Excess (deficiency) of revenues over expenditures	3,891	21	3,870
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(274)	(1,021)	747
Total Other financing sources (uses):	(274)	(1,021)	747
Net change in fund balance	3,617	(1,000)	4,617
Fund balances, beginning of year	36,172	0	36,172
Total Fund balances, beginning of year	36,172	0	36,172
Fund balance, end of period	39,789	(1,000)	40,789

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 33
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	15,183	16,335	(1,152)
Intergovernmental revenues	0	0	0
Investment income	281	0	281
Miscellaneous	(5)	0	(5)
Total Revenues:	<u>15,459</u>	<u>16,335</u>	<u>(876)</u>
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
WATER QUALITY	392	1,568	1,176
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	61	107	46
CHEMICAL WEED CONTROL	812	1,948	1,136
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	6,905	6,905
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	500	500
REPAIR & MAINT-CULVERTS	0	3,000	3,000
Other	152	164	12
Total Physical Environment	<u>1,416</u>	<u>15,192</u>	<u>13,776</u>
Capital outlay	23	99	76
Total Expenditures:	<u>1,439</u>	<u>15,291</u>	<u>13,852</u>
Excess (deficiency) of revenues over expenditures	<u>14,020</u>	<u>1,044</u>	<u>12,976</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(3,179)	(9,236)	6,057
Total Other financing sources (uses):	<u>(3,179)</u>	<u>(9,236)</u>	<u>6,057</u>
Net change in fund balance	10,841	(8,192)	19,033
Fund balances, beginning of year	59,903	0	59,903
Total Fund balances, beginning of year	<u>59,903</u>	<u>0</u>	<u>59,903</u>
Fund balance, end of period	<u>70,743</u>	<u>(8,192)</u>	<u>78,935</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 34
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	168,877	181,537	(12,660)
Intergovernmental revenues	0	0	0
Investment income	1,417	0	1,417
Miscellaneous	500	0	500
Total Revenues:	<u>170,793</u>	<u>181,537</u>	<u>(10,744)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	7,000	7,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	1,711	500	(1,211)
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	4,704	19,383	14,679
AUDITORS SERVICES	613	1,080	467
MOWING & LANDSCAPE MAINTENANCE	3,363	10,907	7,544
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	7,500	10,000	2,500
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	26,000	26,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	1,741	10,000	8,259
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	20,000	20,000
Other	3,722	4,724	1,002
Total Physical Environment	<u>23,353</u>	<u>109,594</u>	<u>86,241</u>
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	27	117	90
Total Capital outlay	<u>27</u>	<u>117</u>	<u>90</u>
Principal	0	21,668	21,668
Interest	3,108	6,066	2,958
Total Expenditures:	<u>26,488</u>	<u>137,445</u>	<u>110,957</u>
Excess (deficiency) of revenues over expenditures	<u>144,306</u>	<u>44,092</u>	<u>100,214</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(24,791)	(62,705)	37,914
Total Other financing sources (uses):	<u>(24,791)</u>	<u>(62,705)</u>	<u>37,914</u>
Net change in fund balance	<u>119,515</u>	<u>(18,613)</u>	<u>138,128</u>
Fund balances, beginning of year	<u>243,376</u>	<u>0</u>	<u>243,376</u>
Total Fund balances, beginning of year	<u>243,376</u>	<u>0</u>	<u>243,376</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 34
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	362,890	(18,613)	381,503

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 38
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	64,507	73,029	(8,522)
Investment income	1,389	0	1,389
Total Investment income	1,389	0	1,389
Total Revenues:	65,895	73,029	(7,134)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	134	237	103
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	20,000	20,000
REPAIR & MAINT-CULVERTS	0	3,000	3,000
Repairs & Maint - Catch Basins	0	20,000	20,000
Other	645	724	79
Total Physical Environment	780	50,461	49,681
Capital outlay			
ROADS/BRIDGES	0	0	0
Other	29	125	96
Total Capital outlay	29	125	96
Total Expenditures:	808	50,586	49,778
Excess (deficiency) of revenues over expenditures	65,087	22,443	42,644
Other financing sources (uses):			
Transfers out	(8,284)	(25,773)	17,489
Total Other financing sources (uses):	(8,284)	(25,773)	17,489
Net change in fund balance	56,803	(3,330)	60,133
Fund balances, beginning of year	293,812	0	293,812
Total Fund balances, beginning of year	293,812	0	293,812
Fund balance, end of period	350,615	(3,330)	353,945

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 41
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	4,569	4,791	(222)
Investment income	165	0	165
Miscellaneous	0	0	0
Total Revenues:	4,734	4,791	(57)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
LEGAL SERVICES	0	0	0
WATER QUALITY	392	1,568	1,176
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	20	35	15
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	2,000	2,000
Other	46	48	2
Total Physical Environment	458	3,651	3,193
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	11	49	38
Total Capital outlay	11	49	38
Total Expenditures:	469	3,700	3,231
Excess (deficiency) of revenues over expenditures	4,265	1,091	3,174
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(1,510)	(5,779)	4,269
Total Other financing sources (uses):	(1,510)	(5,779)	4,269
Net change in fund balance	2,755	(4,688)	7,443
Fund balances, beginning of year	38,486	0	38,486
Total Fund balances, beginning of year	38,486	0	38,486
Fund balance, end of period	41,242	(4,688)	45,930

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	917,116	950,056	(32,940)
Intergovernmental revenues	0	0	0
Investment income	6,409	0	6,409
Miscellaneous	(556)	0	(556)
Total Revenues:	922,970	950,056	(27,087)
Expenditures:			
Physical Environment			
ENGINEERING FEES	2,370	5,000	2,631
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	1,120	2,000	880
LEGAL - SPECIAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	16	188	172
OTHER PROFESSIONAL SVCS	0	5,000	5,000
AUDITORS SERVICES	2,704	4,765	2,061
MONITORING REPORT	0	0	0
CHEMICAL WEED CONTROL	38,704	125,525	86,821
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	4,478	14,524	10,046
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	123,891	422,752	298,861
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-PUMP STATN	13,968	20,000	6,032
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	7,000	7,000
REPAIR & MAINT-TELEMTRY	27,960	10,000	(17,960)
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	1,000	1,000
REPAIR & MAINT - IRRIGATION	0	0	0
R&M- GENERATORS	817	4,000	3,183
R & M PRESERVE STRUCTURES	0	20,000	20,000
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	4,000	4,000
R&M- PRESERVE STRUCTURE/INLETS	0	2,000	2,000
Other	24,207	45,776	21,569
Total Physical Environment	240,233	719,530	479,297
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	24,375	13,085	(11,290)
Other	223	967	744
Total Capital outlay	24,598	14,052	(10,546)
Total Expenditures:	264,831	733,582	468,751

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Excess (deficiency) of revenues over expenditures	<u>658,138</u>	<u>216,474</u>	<u>441,664</u>
Other financing sources (uses):			
Transfers out	<u>(114,986)</u>	<u>(285,592)</u>	<u>170,606</u>
Total Other financing sources (uses):	<u>(114,986)</u>	<u>(285,592)</u>	<u>170,606</u>
Net change in fund balance	543,152	(69,118)	612,270
Fund balances, beginning of year	<u>1,078,360</u>	<u>0</u>	<u>1,078,360</u>
Total Fund balances, beginning of year	<u>1,078,360</u>	<u>0</u>	<u>1,078,360</u>
Fund balance, end of period	<u><u>1,621,512</u></u>	<u><u>(69,118)</u></u>	<u><u>1,690,630</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 44
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	65,619	72,366	(6,747)
Intergovernmental revenues	0	0	0
Investment income	2,338	0	2,338
Miscellaneous	1,250	0	1,250
Total Revenues:	69,207	72,366	(3,159)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	31	375	344
AUDITORS SERVICES	1,164	2,052	888
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	50,000	50,000
Repairs & Maint - Catch Basins	0	50,000	50,000
REPAIR & MAINT- STREET SWEEP	1,665	7,200	5,535
Other	2,656	2,766	110
Total Physical Environment	5,517	113,893	108,376
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	57	249	192
Total Capital outlay	57	249	192
Total Expenditures:	5,574	114,142	108,568
Excess (deficiency) of revenues over expenditures	63,633	(41,776)	105,409
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(13,629)	(53,188)	39,559
Capital contributions from landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(13,629)	(53,188)	39,559
Net change in fund balance	50,004	(94,964)	144,968
Fund balances, beginning of year	536,496	0	536,496
Total Fund balances, beginning of year	536,496	0	536,496
Fund balance, end of period	586,500	(94,964)	681,464

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 45
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	392,092	414,891	(22,799)
Intergovernmental revenues	0	50,000	(50,000)
Investment income	2,537	0	2,537
Total Investment income	2,537	0	2,537
Total Revenues:	394,629	464,891	(70,262)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	25,000	25,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	392	1,568	1,176
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	762	1,342	580
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	259	6,082	5,823
CHEMICAL WEED CONTROL	2,608	7,823	5,215
MOWING SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	14,906	81,962	67,056
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	93	3,000	2,907
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	140,000	140,000
REPAIR & MAINT-CULVERTS	0	10,000	10,000
Repairs & Maint - Catch Basins	0	3,000	3,000
R & M PRESERVE STRUCTURES	0	50,000	50,000
REPAIR & MAINT- STREET SWEEP	5,750	17,535	11,785
Other	3,921	4,108	187
Total Physical Environment	28,690	354,420	325,730
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	94	409	315
Total Capital outlay	94	409	315
Debt issuance costs	0	0	0
Total Expenditures:	28,784	354,829	326,045
Excess (deficiency) of revenues over expenditures	365,845	110,062	255,783
Other financing sources (uses):			
Transfers out	(31,140)	(90,961)	59,821
Total Other financing sources (uses):	(31,140)	(90,961)	59,821
Net change in fund balance	334,705	19,101	315,604
Fund balances, beginning of year			

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 45
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
	<u>328,139</u>	<u>0</u>	<u>328,139</u>
Total Fund balances, beginning of year	<u>328,139</u>	<u>0</u>	<u>328,139</u>
Fund balance, end of period	<u><u>662,844</u></u>	<u><u>19,101</u></u>	<u><u>643,743</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 46
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	36,057	39,036	(2,979)
Investment income	1,181	0	1,181
Miscellaneous	(50)	0	(50)
Total Revenues:	37,189	39,036	(1,847)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	16	188	172
AUDITORS SERVICES	668	1,177	509
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	10,000	10,000
Other	361	1,413	1,052
Total Physical Environment	1,044	16,278	15,234
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	241	1,044	803
Total Capital outlay	241	1,044	803
Total Expenditures:	1,285	17,322	16,037
Excess (deficiency) of revenues over expenditures	35,904	21,714	14,190
Other financing sources (uses):			
Transfers out	(8,583)	(22,907)	14,324
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(8,583)	(22,907)	14,324
Net change in fund balance	27,321	(1,193)	28,514
Fund balances, beginning of year	269,030	0	269,030
Total Fund balances, beginning of year	269,030	0	269,030
Fund balance, end of period	296,351	(1,193)	297,544

Northern Palm Beach County Improvement District

Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)

Unit 47

From 10/1/2022 Through 2/28/2023

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	45,453	48,693	(3,240)
Intergovernmental revenues	0	0	0
Investment income	1,790	0	1,790
Miscellaneous	70	0	70
Total Revenues:	47,313	48,693	(1,380)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	392	1,568	1,176
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	149	263	114
MARSH MAINT-LITTORAL ZONE	0	0	0
MOWING & LANDSCAPE MAINTENANCE	481	1,560	1,079
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMTRY	1,000	5,000	4,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	25,000	25,000
REPAIR & MAINT- STREET SWEEP	0	3,000	3,000
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,000	2,000
Other	843	2,103	1,260
Total Physical Environment	2,865	47,994	45,129
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	1,085	1,085
Other	310	609	299
Total Capital outlay	310	1,694	1,384
Total Expenditures:	3,175	49,688	46,513
Excess (deficiency) of revenues over expenditures	44,138	(995)	45,133
Other financing sources (uses):			
Transfers out	(13,055)	(25,179)	12,124
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(13,055)	(25,179)	12,124
Net change in fund balance	31,083	(26,174)	57,257

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 47
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	417,571	0	417,571
Total Fund balances, beginning of year	417,571	0	417,571
Fund balance, end of period	448,654	(26,174)	474,828

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 49
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	65,644	81,371	(15,727)
Investment income	999	0	999
Miscellaneous	4,475	0	4,475
Total Revenues:	71,118	81,371	(10,253)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	4,295	0	(4,295)
LEGAL SERVICES	406	500	94
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	216	381	165
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	2,802	6,724	3,922
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	1,314	4,260	2,946
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	8,956	43,138	34,182
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	500	500
REPAIR & MAINT-CULVERTS	0	5,000	5,000
Other	656	806	150
Total Physical Environment	18,644	65,309	46,665
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	22	97	75
Total Capital outlay	22	97	75
Total Expenditures:	18,667	65,406	46,739
Excess (deficiency) of revenues over expenditures	52,452	15,965	36,487
Other financing sources (uses):			
Transfers out	(8,770)	(34,782)	26,012
Total Other financing sources (uses):	(8,770)	(34,782)	26,012
Net change in fund balance	43,682	(18,817)	62,499
Fund balances, beginning of year	207,556	0	207,556
Total Fund balances, beginning of year	207,556	0	207,556
Fund balance, end of period	251,238	(18,817)	270,055

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 51
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	35,104	41,193	(6,089)
Investment income	439	0	439
Miscellaneous	0	0	0
Total Revenues:	35,543	41,193	(5,650)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	8,000	8,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
AUDITORS SERVICES	75	132	57
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	351	408	57
Total Physical Environment	426	24,040	23,614
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	23	98	75
Total Capital outlay	23	98	75
Total Expenditures:	449	24,138	23,689
Excess (deficiency) of revenues over expenditures	35,094	17,055	18,039
Other financing sources (uses):			
Transfers out	(3,476)	(12,476)	9,000
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(3,476)	(12,476)	9,000
Net change in fund balance	31,619	4,579	27,040
Fund balances, beginning of year	81,182	0	81,182
Total Fund balances, beginning of year	81,182	0	81,182
Fund balance, end of period	112,800	4,579	108,221

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 53
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	95,312	97,975	(2,663)
Investment income	1,154	0	1,154
Miscellaneous	67,171	0	67,171
Total Revenues:	<u>163,637</u>	<u>97,975</u>	<u>65,662</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	47	562	515
AUDITORS SERVICES	980	1,727	747
TRASH DISPOSAL	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMTRY	195	1,000	805
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	30,000	30,000
Other	2,588	3,802	1,214
Total Physical Environment	<u>3,810</u>	<u>63,591</u>	<u>59,781</u>
Capital outlay	449	1,949	1,500
Total Expenditures:	<u>4,259</u>	<u>65,540</u>	<u>61,281</u>
Excess (deficiency) of revenues over expenditures	<u>159,378</u>	<u>32,435</u>	<u>126,943</u>
Other financing sources (uses):			
Transfers out	(11,672)	(34,588)	22,916
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(11,672)</u>	<u>(34,588)</u>	<u>22,916</u>
Net change in fund balance	147,706	(2,153)	149,859
Fund balances, beginning of year	<u>183,631</u>	<u>0</u>	<u>183,631</u>
Total Fund balances, beginning of year	<u>183,631</u>	<u>0</u>	<u>183,631</u>
Fund balance, end of period	<u>331,337</u>	<u>(2,153)</u>	<u>333,490</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Common area fund
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Intergovernmental revenues	0	0	0
Investment income	433	0	433
Total Investment income	433	0	433
Total Revenues:	433	0	433
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
AUDITORS SERVICES	211	371	160
MARSH MAINT-LITTORAL ZONE	0	0	0
TRASH DISPOSAL	8,510	15,000	6,490
MOWING & LANDSCAPE MAINTENANCE	9,057	29,374	20,317
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	5,651	15,000	9,349
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	1,000	1,000
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	4,000	4,000
REPAIR & MAINT- STREET SWEEP	0	5,000	5,000
Other	12,464	20,678	8,214
Total Physical Environment	35,892	90,423	54,531
Capital outlay	0	0	0
Total Expenditures:	35,892	90,423	54,531
Excess (deficiency) of revenues over expenditures	(35,459)	(90,423)	54,964
Other financing sources (uses):			
Transfers out	(1,185)	(3,248)	2,063
Capital contributions from landowners			
CONTRIBUTIONS GOVERNMENTS	9,841	42,534	(32,693)
Other	11,801	51,137	(39,336)
Total Capital contributions from landowners	21,642	93,671	(72,029)
Total Other financing sources (uses):	20,457	90,423	(69,966)
Net change in fund balance	(15,002)	0	(15,002)
Fund balances, beginning of year	106,482	0	106,482
Total Fund balances, beginning of year	106,482	0	106,482
Fund balance, end of period	91,481	0	91,481

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
NPDES funds
From 10/1/2022 Through 2/28/2023
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Investment income	2,645	0	2,645
Miscellaneous	466,652	0	466,652
Total Revenues:	469,297	0	469,297
Expenditures:			
Physical Environment			
ENGINEERING FEES	117,011	0	(117,011)
LEGAL SERVICES	2,957	0	(2,957)
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	17,996	0	(17,996)
Other	50,151	0	(50,151)
Total Physical Environment	188,115	0	(188,115)
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	188,115	0	(188,115)
Excess (deficiency) of revenues over expenditures	281,182	0	281,182
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(541)	0	(541)
Total Other financing sources (uses):	(541)	0	(541)
Net change in fund balance	280,641	0	280,641
Fund balances, beginning of year	354,588	0	354,588
Total Fund balances, beginning of year	354,588	0	354,588
Fund balance, end of period	635,230	0	635,230

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2022 Through 2/28/2023

(In Whole Numbers)

	Unit 2C	Unit 5	Unit 16	Unit 25
Revenues:				
Intergovernmental revenues	-	-	-	-
Investment income	10,003	9,561	7,973	81
Miscellaneous	-	-	-	-
Total Revenues:	10,003	9,561	7,973	81
Expenditures:				
Capital outlay	109,801	3,161	4,139	-
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Total Expenditures:	109,801	3,161	4,139	-
Excess (deficiency) of revenues over expenditures	(99,799)	6,400	3,834	81
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	(8,868)	-	(7,250)	-
Capital contributions from landowners	-	-	590,006	-
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):	(8,868)	-	582,756	-
Net change in fund balance	(108,666)	6,400	586,589	81
Fund balances, beginning of year	2,479,101	2,380,341	762,699	20,209
Fund balance, end of period	2,370,434	2,386,741	1,349,288	20,290

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2022 Through 2/28/2023

(In Whole Numbers)

	Unit 53
Revenues:	
Intergovernmental revenues	-
Investment income	67,004
Miscellaneous	-
Total Revenues:	67,004
Expenditures:	
Capital outlay	2,316,842
Principal	-
Interest	-
Debt issuance costs	-
Total Expenditures:	2,316,842
Excess (deficiency) of revenues over expenditures	(2,249,838)
Other financing sources (uses):	
Transfers in	-
Transfers out	(8,947)
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):	(8,947)
Net change in fund balance	(2,258,785)
Fund balances, beginning of year	5,507,925
Fund balance, end of period	3,283,654

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2022 Through 2/28/2023

(In Whole Numbers)

	Unit 2A	Unit 2C	Unit 3A	Unit 5B
Revenues:				
Non-ad valorem assessments	307,892	5,319,911	382,693	360,906
Intergovernmental revenues	-	-	-	-
Investment income	1,547	134,294	1,728	1,433
Miscellaneous	-	-	-	-
Total Revenues:	309,440	5,454,205	384,421	362,340
Expenditures:				
Principal	-	-	-	-
Interest	44,240	1,859,650	48,509	12,585
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	3,078	53,199	3,827	3,609
Total Expenditures:	47,318	1,912,849	52,336	16,194
Excess (deficiency) of revenues over expenditures	262,122	3,541,356	332,085	346,146
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	262,122	3,541,356	332,085	346,146
Fund balances, beginning of year	63,940	7,898,476	54,914	18,592
Fund balance, end of period	326,062	11,439,832	386,999	364,739

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2022 Through 2/28/2023

(In Whole Numbers)

	Unit 9A	Unit 9B	Unit 16	Unit 27B
Revenues:				
Non-ad valorem assessments	2,603,003	1,225,603	518,302	211,454
Intergovernmental revenues	-	-	-	-
Investment income	9,987	13,772	2,475	1,154
Miscellaneous	-	-	-	-
Total Revenues:	2,612,990	1,239,375	520,777	212,608
Expenditures:				
Principal	-	-	-	-
Interest	192,876	151,963	38,199	20,149
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	26,030	12,256	5,032	2,115
Total Expenditures:	218,906	164,219	43,231	22,263
Excess (deficiency) of revenues over expenditures	2,394,084	1,075,156	477,546	190,345
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	2,394,084	1,075,156	477,546	190,345
Fund balances, beginning of year	801,756	843,004	113,788	38,497
Fund balance, end of period	3,195,839	1,918,161	591,334	228,842

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2022 Through 2/28/2023

(In Whole Numbers)

	Unit 43	Unit 44	Unit 45	Unit 46
Revenues:				
Non-ad valorem assessments	1,177,745	517,375	256,212	701,043
Intergovernmental revenues	-	-	-	-
Investment income	5,494	2,479	1,026	9,467
Miscellaneous	-	-	-	-
Total Revenues:	1,183,239	519,854	257,238	710,510
Expenditures:				
Principal	-	-	-	-
Interest	122,946	52,748	41,402	181,844
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	11,653	5,174	2,562	7,010
Total Expenditures:	134,599	57,921	43,964	188,854
Excess (deficiency) of revenues over expenditures	1,048,640	461,932	213,275	521,656
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	1,048,640	461,932	213,275	521,656
Fund balances, beginning of year	494,403	112,159	86,228	758,600
Fund balance, end of period	1,543,043	574,091	299,502	1,280,255

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2022 Through 2/28/2023

(In Whole Numbers)

	Unit 53
Revenues:	
Non-ad valorem assessments	2,997,450
Intergovernmental revenues	-
Investment income	57,445
Miscellaneous	-
Total Revenues:	3,054,895
Expenditures:	
Principal	-
Interest	1,093,150
Debt issuance costs	-
Advance Refunding escrow agent	-
Other	29,975
Total Expenditures:	1,123,125
Excess (deficiency) of revenues over expenditures	1,931,770
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	1,931,770
Fund balances, beginning of year	4,601,548
Fund balance, end of period	6,533,318

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual- General Fund (Cash Basis)
GEN - General Fund
From 10/1/2022 Through 2/28/2023

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0.00	0.00	0.00
Intergovernmental revenues	0.00	0.00	0.00
Investment income	3,479.16	0.00	3,479.16
Miscellaneous	15,113.56	0.00	15,113.56
Total Revenues:	18,592.72	0.00	18,592.72
Expenditures:			
Physical Environment			
ADM/OPS SALARIES	889,837.71	2,415,946.00	1,526,108.29
ENGINEERING FEES	431.00	55,000.00	54,569.00
LEGAL SERVICES	30,746.61	120,000.00	89,253.39
IT Services	59,776.10	92,185.00	32,408.90
MOWING & LANDSCAPE MAINTENANCE	9,841.00	51,086.00	41,245.00
ELECTRICITY	6,307.25	25,655.00	19,347.75
INSURANCE-GENERAL	294,064.00	293,857.00	(207.00)
REPAIR & MAINT-BLDG	26,179.59	45,000.00	18,820.41
R & M - HVAC REPAIRS	1,885.00	50,000.00	48,115.00
PUBLIC INFORMATION	12,631.28	35,000.00	22,368.72
FUEL-VEHICLES	18,150.30	35,000.00	16,849.70
Other	550,075.72	1,472,362.00	922,286.28
Total Physical Environment	1,899,925.56	4,691,091.00	2,791,165.44
Capital outlay			
FURNITURE	0.00	18,000.00	18,000.00
Other	105,482.28	203,000.00	97,517.72
Total Capital outlay	105,482.28	221,000.00	115,517.72
Principal	0.00	18,199.00	18,199.00
Interest	1,168.44	2,325.00	1,156.56
Total Expenditures:	2,006,576.28	4,932,615.00	2,926,038.72
Excess (deficiency) of revenues over expenditures	(1,987,983.56)	(4,932,615.00)	2,944,631.44
Other financing sources (uses):			
Transfers in	1,857,095.25	5,037,615.00	(3,180,519.75)
Transfers out	0.00	0.00	0.00
Capital contributions from landowners	0.00	0.00	0.00
Proceeds from sales/disposals of capital assets	9,500.00	0.00	9,500.00
Total Other financing sources (uses):	1,866,595.25	5,037,615.00	(3,171,019.75)
Net change in fund balance	(121,388.31)	105,000.00	(226,388.31)
Fund balances, beginning of year	1,042,193.56	0.00	1,042,193.56
Total Fund balances, beginning of year	1,042,193.56	0.00	1,042,193.56
Fund balance, end of year	920,805.25	105,000.00	815,805.25

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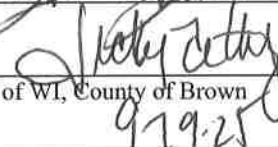
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09/25/2022

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NOTICE OF ANNUAL MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that in satisfaction of the requirements of Chapter 189.015 (1), Florida Statutes, the following is a list of regular meetings of the Board of Supervisors of Northern Palm Beach County Improvement District, as well as possible additional Board of Supervisors or Committee meetings that may be held between Oct. 1, 2022 and Sept. 30, 2023. All such meetings will begin at 8:00 a.m. and, unless held by means of a virtual electronic medium in those instances where legally authorized to do so, will be held in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418.

Regular Board of Supervisors meetings will be held on 10/26/2022, 11/16/2022, 12/14/2022, 01/25/2023, 02/22/2023, 03/22/2023, 04/26/2023, 05/24/2023, 06/28/2023, 07/26/2023, 08/23/2023 and 09/27/2023.

Possible Board of Supervisors or Committee meetings may also be held, on an as-needed basis, on the following dates: 10/12/22, 01/11/2023, 02/08/2023, 03/08/2023, 04/12/2023, 05/10/2023, 06/14/2023, 07/12/2023, 08/09/2023 and 09/13/2023.

The purpose of these meetings is to transact any and all business to come before the Board of Supervisors or members of a Committee, as the case may be.

If a person decides to appeal a decision of the Board of Supervisors with respect to any matter considered at the meeting herein referenced, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in these proceedings should contact Northern's offices by calling (561) 624-7830 at least 48 hours prior to the dates of the meetings.

BOARD OF SUPERVISORS
NORTHERN PALM BEACH
COUNTY IMPROVEMENT
DISTRICT
Matthew J. Boykin, President
September 25, 2022 #7758804