



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

REGULAR MEETING AGENDA
ADMINISTRATIVE BUILDING AND EOC
359 HIATT DRIVE
PALM BEACH GARDENS, FLORIDA
February 24, 2021
8:00 a.m.

- 1) Roll Call
- 2) Establish a Quorum
- 3) Additions or Deletions to the Agenda
- 4) Approval of Minutes – January 27, 2021 Public Hearing and 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. 2C – Alton
Consider Change Order to Arazoza Brothers Corporation (CO No. 7)
 - b) Unit No. 15 – Villages of Palm Beach Lakes
Consider Encumbrance Modification to Arcadis
 - c) General
Consider Fiscal Year 2021/2022 Budget Calendar
 - d) Payment Requests
- 7) **Regular Agenda**
 - a) Unit No. 2C – Alton
 - i) Status Report
 - ii) Consider Alton Park Operating Agreement
Ask for Public Comment
 - b) Unit No. 5A – Vista Center of Palm Beach
Consider Award of Contract to Ferreira Construction Southern Division Co., LLC.
Ask for Public Comment
 - c) Unit 14 – Eastpointe
Consider Landowner Request for Consent to Administrative Site Plan Amendment
Ask for Public Comment

- d) Unit No. 16 – Palm Beach Park of Commerce
 - i) Consider Bill of Sale
Ask for Public Comment
 - ii) Consider Water Management Easement
Ask for Public Comment

- e) Unit No. 31 – BallenIsles Country Club
 - i) Consider First Amendment to Sale and Purchase Agreement
Ask for Public Comment
 - ii) Ratify Statement of Ownership & Designation of Authorized Agent and Consider City of Palm Beach Gardens Financial Responsibility Form
Ask for Public Comment

- f) Unit No. 53 - Arden
 - i) Status Report
 - ii) Consider Resolution Approving Third Amendment to Agreement for Underwriting Services with MBS Capital Markets, LLC (2021-04)
Ask for Public Comment
 - iii) Consider Delegated Award Resolution (2021-05)
Ask for Public Comment

- g) General
Consider Financial Advisor Agreement with Hilltop Securities, Inc.
Ask for Public Comment

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:

March 24, 2021 – 8:00 a.m.- Regular Meeting

April 28, 2021 – 8:00 a.m.- Regular Meeting

**MINUTES OF A PUBLIC HEARING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 01/27/21**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:00 a.m. on January 27, 2021 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, and Ellen T. Baker; Executive Director O'Neal Bardin, Jr.; District Engineer Robert W. Lawson of Arcadis and General Counsel Kenneth W. Edwards of Caldwell Pacetti, et al.

Also present were Deputy Director Dan Beatty; Finance Director Katie Roundtree; District Clerk Susan Scheff; David Moore and Wendy Dellotto of Steeplechase (Unit 3); Dan McCormick and Mike Palmer of Freehold Communities (Unit 53) and Cliff Hertz of Nelson, Mullins, et al.

Supervisor Adrian M. Salee participated via conference call. Director of Operations Ken Roundtree; Programs Administrator Jared Kneiss; and Permit and Contract Specialist Mila Acosta also attended via conference call.

2) ESTABLISHMENT OF A QUORUM

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

3) ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Bardin reported that that no additions or deletions to the Agenda were necessary.

4) UNIT OF DEVELOPMENT NO. 53 – ARDEN

- a) Consider Adoption of the First Amendment to Plan of Improvements and First Amendment to Report of Engineer**

i) Receive Comments from the Public on the First Amendment to Plan of Improvements and First Amendment to Report of Engineer

Mr. Bardin explained that this is the final Public Hearing to received comments from the Board and the public on the First Amendment to Plan of Improvements and First Amendment to Report of Engineer

Mr. Boykin called for public comment regarding the First Amendment to Plan of Improvements and First Amendment to Report of Engineer, to which there was no response.

Mr. Edwards asked Mr. Bardin if Northern had received any written comments or objections, and Mr. Bardin informed the Board that no written comments or objections had been received from the public with regard to this matter.

ii) Receive Comments from the Board on the First Amendment to Plan of Improvements and First Amendment to Report of Engineer

Mr. Boykin called for Board comments regarding the First Amendment to Plan of Improvements and First Amendment to Report of Engineer, to which there was no response.

5) RECEIVE AND FILE

Mr. Bardin presented the following item to be received and filed:

- Legal Advertisement and Notice pertaining to today’s January 27, 2021 Public Hearing.

6) ADJOURN

There being no further Public Hearing items to come before the Board on this matter, the Public Hearing was adjourned.

President

Assistant Secretary

**MINUTES OF A BOARD OF SUPERVISORS MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 01/27/21**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:01 a.m. on January 27, 2021, 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, and Ellen T. Baker; Executive Director O'Neal Bardin, Jr.; District Engineer Robert W. Lawson of Arcadis and General Counsel Kenneth W. Edwards of Caldwell Pacetti, et al.

Also present were Deputy Director Dan Beatty; Finance Director Katie Roundtree; District Clerk Susan Scheff; Cliff Hertz of Nelson, Mullins, et al.; David Moore and Wendy Delcotto of Steeplechase (Unit 3); and Dan McCormick and Mike Palmer of Freehold Communities (Unit 53).

Supervisor Adrian M. Salee participated via conference call. Director of Operations Ken Roundtree; Programs Administrator Jared Kneiss; and Permit and Contract Specialist Mila Acosta also attended via conference call.

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

There were no additions or deletions to the agenda.

4) APPROVAL OF MINUTES

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving the Minutes of the December 16, 2020 Public Hearing and 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. He then acknowledged Mr. David Moore who was in attendance to speak regarding Steeplechase. Mr. Boykin asked if the Board could hold Mr. Moore's request to the end of the meeting as there is a video he would like to view related to the proposed discussion item, and Mr. Moore agreed.

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 Mr. Cohn, seconded by Mr. Block and unanimously passed approving the following Consent Agenda Items:

- a) Unit No. 2 – Frenchman's Creek
 - i) Consider Ratification of Encumbrance Modification to Crocs LLC
 - ii) Consider Ratification of Encumbrance Modification to Ferreira Construction Company
- b) Payment Requests

copies of which are contained in applicable Northern files.

7) REGULAR AGENDA

a) UNIT OF DEVELOPMENT NO. 2C – ALTON

i) Status Report

Mr. Beatty began by showing the Board the unit map and a site plan which delineated the yet to be developed Parcel D. He explained that the following Board items are related to the development of this parcel.

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

ii) Consider Funding Agreement No. 16

Mr. Beatty explained that this is the mechanism that Northern has used in the past to facilitate the construction of private improvements associated with the public and private partnership that Northern has with KH Alton. He reported that the project was bid by Northern, bids were received, and based on the bids, the

amount of the Funding Agreement is \$541,363.00, which represents 125% of the cost of Private Improvements in Parcel D.

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

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

iii) Consider Purchase Orders to Caulfield and Wheeler (2)

Mr. Beatty stated that Caulfield and Wheeler is the project engineer for the Parcel D project, and they have provided Northern with a proposal which was reviewed by the District Engineer. He explained that their proposal was broken into two elements, reporting that the first Purchase Order is for Bidding and Construction Phase Services in the amount of \$53,700, and the second Purchase Order is for Materials Testing in the amount of \$59,000. Approval is recommended for both.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving Purchase Order No. 21-187 for Bidding and Construction Phase Services in the amount of \$53,700 and Purchase Order No. 21-208 for Materials Testing in the amount of \$59,000 to Caulfield and Wheeler.

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

Mr. Lawson stated that this project was advertised in December and bids were received on January 12, 2021. He reported that the engineer's estimate for this project was approximately \$2,700,000 and that four bids were received. He stated that the apparent low bidder is J.W. Cheatham, LLC in the amount of \$2,162,336.35, noting that Northern has an excellent working history with this contractor and approval of the award by Purchase Order No. 21-205 is recommended.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving Purchase Order No. 21-205 in the amount of \$2,162,336.35 to J.W. Cheatham, LLC.

**b) UNIT OF DEVELOPMENT NO. 5A – VISTA CENTER OF PALM BEACH
Consider Second Amendment to Exchange Agreement**

Mr. Bardin explained that Northern entered into an Exchange Agreement in July and there were certain deadlines in that Agreement that cannot be met by the other party. He stated that Mr. Edwards would explain this issue further.

Mr. Edwards stated that this is related to the adult living facility to be constructed in Vista Center and the Developer's request to relocate a lake on the subject property. He explained that the Exchange Agreement required that a replat of the parcel be presented to Northern within 180 days of the effective date of the Agreement. They were not able to meet that deadline which expired on January 25, 2020, and they asked for a 90 day extension. He stated that he and Northern Staff have no objection and the Board is asked to approve the extension.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving the Second Amendment to the Exchange Agreement, as presented.

**c) UNIT OF DEVELOPMENT NO. 11 – PGA NATIONAL
Discuss Request from The Island Property Owners Association, Inc.**

Mr. Bardin explained that The Island Property Owners Association, Inc. (POA) contacted Northern in a letter which stated they would like a \$60,000.00 reimbursement for the utility costs they have paid over the past 20 years for one or two aerators at various times within their community lake. He further explained that Northern owns the aerator(s) and has since transferred the power into Northern's name, but they are seeking reimbursement for the previous utility costs. Mr. Bardin stated that research has shown that under Florida's Statute of Limitations, the Board is authorized, but not required, to make a

reimbursement for up to four years and he proposed a reimbursement for that time period to the POA. He noted that some of the POA Board Members believe the proposal is a reasonable solution and some do not.

Mr. Bardin stated that Staff is proposing that the Board authorize a reimbursement of the actual aerator utility costs over the past four years, subject to the POA granting Northern an easement for the aerator power line and signing a Release.

A general discussion followed with regard to the negotiation process and the POA's options if they choose not to accept what Northern believes to be a reasonable solution to the problem.

Mr. Cohn confirmed with Mr. Bardin that Northern is now paying the utility bills.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving Northern's proposed settlement of approximately \$12,000 to The Island Property Owners Association, Inc., subject to the conditions as presented.

**d) UNIT OF DEVELOPMENT NO. 15 – VILLAGES OF PALM BEACH LAKES
Consider Resolution Approving Second Amendment to Plan of Improvements (2021-01)**

Mr. Bardin stated that Plan of Improvements (POI) for this Unit was prepared in the early 1980s and there was some language that needed to be amended. He stated that Mr. Edwards would explain this issue further.

Mr. Edwards explained that Northern is considering obtaining a loan for some construction activity, which would be secured from its non-ad valorem assessments. He stated that, upon review of the POI, he discovered that the term "tax" was used instead of "non-ad valorem assessments". He explained that the terms were frequently used interchangeably when the POI was originally adopted. This proposed language will bring the POI into compliance with Florida case law that clarifies that non-ad valorem assessments and

taxes are not the same. Mr. Edwards stated that this is the short form Plan Amendment, noting that the District Engineer has issued his opinion and it is recommended that the Board approve the Resolution.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving Resolution No. 2021-01.

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

i) Consider Exchange Agreement

Mr. Lawson stated that this came about as a result of a couple of parcels within Unit 16 being combined for development. He noted that Northern has an easement over a ditch that currently runs through the property line dividing these parcels. He explained that the Developer wishes to be able to place a building where the current ditch is located, so this Agreement sets forth the conditions under which the ditch will be replaced by underground culverts in another location and sets forth the requirements for doing so. He further explained that a plat is involved in this matter which his office has already reviewed and recommended its approval and execution.

Mr. Lawson explained that the next item on the agenda will be for the acceptance of two Drainage Easements as the new facilities will travel across the Developer's property and the Commercial Association's property as well. He then proceeded to review the process and timing involved for the construction and exchange.

Mr. Edwards added that by approving the Exchange Agreement, the Board is also approving a Release of Easement to be signed along with the Exchange Agreement. The Release will then be delivered to and held by the escrow agent for the Developer. He further explained the steps to be taken by the Developer in order to proceed.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving the Exchange Agreement and concurrently approving the Release of Easement, as presented.

ii) Consider Acceptance of Drainage Easements (2)

Mr. Lawson explained that the next item for Board approval is the acceptance of the two Drainage Easements he previously mentioned, one from the Developer/Landowner and one from the Commercial Association.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed accepting the two Drainage Easements, as presented.

f) UNIT OF DEVELOPMENT NO. 53 – ARDEN

i) Status Report

Mr. Beatty stated that there has been no construction related activity since the last status report, noting that the only change involves the administrative items that follow on the agenda with respect to the amendments to the Plan of Improvements and Report of Engineer.

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

ii) Consider Resolution Adopting First Amendment to the Plan of Improvements and First Amendment to the Report of Engineer (2021-02)

Mr. Bardin stated that this Resolution was prepared by Mr. Edwards and its approval is recommended as a result of the Public Hearing held prior to this meeting.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving Resolution No. 2021-02, adopting the First Amendment to the Plan of Improvements and First Amendment to the Report of Engineer.

iii) Consider Resolution Amending Tax Resolution No. 2015-21 (2021-03)

Mr. Edwards explained that in conjunction with the previous Resolution approving the Amendments, the next step in the process involves an amendment to Resolution No. 2015-21. He explained that this is a minor amendment that adds an additional sentence to the original resolution allowing for the Plan of Improvements and Report of Engineer to be amended from time to time, as needed, so long as the amount of the benefits as shown in the original resolution are not decreased. Mr. Edwards stated that the Resolution was prepared by Bond Counsel and is being presented on Mr. Raymond's behalf.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving Resolution No. 2021-03, as presented.

iv) Consider First Amendment to Plat Designation Agreement

Mr. Edwards stated that when this Unit was created there were four land use classifications identified in the Report of Engineer and the recently approved amendments have increased the number of zero lot line homes and townhouses. He explained that the First Amendment to Plat Designation Agreement amends its Table 1 to be consistent with the changes in the land uses approved by the Palm Beach County Development Ordinance for the Arden Development and is needed in order for Northern to properly assess the land.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving the First Amendment to Plat Designation Agreement.

v) Consider Purchase Order to Michael B. Schorah & Associates, Inc.

Mr. Lawson stated that this Purchase Order is for the Project Engineer for Unit 53 and it involves the design, surveying and bidding phase services associated with all of the parcels within the Phase 3 area, which is the area subject to the recent County approved change in land uses. He stated that he has reviewed the proposal which involves ten potential phases. He further stated that the proposed fees are appropriate for this type of work and approval is recommended to Michael B. Schorah & Associates in the amount of \$206,855.00.

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

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving Purchase Order No. 21-218 in the amount of \$206,855.00 to Michael B. Schorah & Associates.

8) MISCELLANEOUS REPORTS

a) ENGINEER

Mr. Lawson had nothing to report.

b) ATTORNEY

Mr. Edwards had nothing to report.

c) EXECUTIVE DIRECTOR

Mr. Bardin stated that the Public and Community Relations Report is included in the Board materials for review.

Mr. Bardin explained that there is an issue involving Steeplechase (Unit 3) that he would like to present to the Board, noting that Mr. David Moore, the President of the Steeplechase Homeowners Association, is present and will likely want to speak on the matter as well.

Mr. Bardin reported that there is a canal tract that Northern owned at one time which is located between the Woodbine and Steeplechase communities.

Mr. Beatty displayed an aerial photo of the subject canal, and Mr. Bardin pointed out some relevant landmarks.

Mr. Bardin explained that the power lines in the photo also generally depict the jurisdictional boundaries separating the City of Palm Beach Gardens from the City of Riviera Beach, noting that Steeplechase is located in Palm Beach Gardens and Woodbine is located within the City of Riviera Beach. He reported that when Steeplechase was originally developed, Northern owned the canal tract as part of its canal system within Unit 3. He then explained the history of the canal with regard to the conveyance of the canal tract to the Steeplechase Safe Neighborhood District which was followed by approval of a Maintenance Agreement indicating that Northern would mow the west side of the canal tract.

Mr. Bardin stated that Steeplechase residents had asked that Northern's contractor mow the east side of the canal tract as well and that request appears to have been implemented. Mr. Bardin explained that when he and Mr. Beatty found out about it, the contractor was instructed to cease mowing the additional area which then created a conflict with the Steeplechase Board. Representatives of the Steeplechase Safe Neighborhood District have since asked Northern to amend the Maintenance Agreement to include the additional area on the east side of the canal.

Mr. Bardin then reviewed his understanding of an ongoing conflict between Steeplechase and Woodbine followed by a drone video filmed in last November of the area in question.

Mr. Boykin asked the distance of the area being shown, and Mr. Beatty advised that the subject canal area is about a mile long. Mr. Boykin then asked if the issue is the mowing of the grass, and Mr. Bardin advised that the initial issue was the mowing of the grass, but he explained that it would also involve the maintenance of the tree canopy as well.

Mr. Bardin stated that his response to Steeplechase has been that they need to find a resolution to their dispute with Woodbine prior to negotiating an amendment to the Maintenance Agreement with Northern, emphasizing that he did not want Northern involved in their dispute.

Mr. Boykin asked for an explanation of the dispute between Steeplechase and Woodbine. Mr. Edwards advised that there are alleged encroachments from Woodbine into the Steeplechase property, and Mr. Bardin added that Woodbine's issue is that the property is not being maintained.

A discussion followed with regard to the issues involved and a review of the boundaries.

Mr. Boykin then invited Mr. Moore to address the Board.

Mr. Moore addressed the Board and introduced himself as the Steeplechase POA President, stating that they have always enjoyed a lovely relationship with Northern and hope to continue to do so. He then referred to Mr. Bardin's report as a mischaracterization, explaining that Woodbine's issue with Steeplechase is that the property is no longer being maintained. He stated that the contract was approved in 1993 and amended in 1994. He further stated that the original intent of the contract was for Northern to perform the duties that Northern has performed for 27 ½ years, including the maintenance of the east side of the canal. He explained that he will not argue with the fact that Mr. Bardin found that the contract was miswritten, but it is his belief that it was the intent on both sides for Northern to perform those duties.

Mr. Moore reported that it only became an issue in the last few months when Steeplechase was notified by Woodbine that the property on the east side of the canal was no longer being maintained. He stated that the issue is that the contract was miswritten, and Steeplechase would like to move forward and revise the contract to include the duties that he claims Northern has been doing for all these years. He expressed his concerns that he believes Northern will require more fees to do what he states are the same duties instead of correcting the contract. He noted that they are willing to negotiate, but he finds the

antagonism and mischaracterization unnecessary. Mr. Moore reviewed what he believes to be the property lines in question and restated that Woodbine's issue is that the area is no longer being maintained.

Mr. Boykin asked when the area in question stopped being maintained, and Mr. Moore advised that it was a number of months ago and reiterated that it has previously been maintained since 1993.

Mr. Boykin asked Mr. Bardin when Northern stopped maintaining the area in question, and Mr. Bardin advised that Northern stopped maintaining it in the last three months. Mr. Boykin then asked for clarification as to why Northern stopped, and Mr. Bardin advised that it is not subject to the Maintenance Agreement and Northern does not own an interest in that property.

Mr. Edwards added that Northern is not being paid to maintain the property under the Agreement.

A discussion followed with regard to making this an agenda item for the next Board meeting and what analysis would be required as well as a recommendation.

Mr. Edwards suggested that this item be referred to one of the Committees for further discussion and recommendation, and it was determined that the Legal Committee would be the most suited for this discussion.

Mr. Boykin asked that the Board be presented with some options when the recommendation is made, and Mr. Salee commented that a checklist of some sort might be helpful when property is being transferred.

Ms. Wendy Delcotto addressed the Board as the Property Manager for Steeplechase. She stated that she has only served in that capacity for four months, so she cannot speak to the historical aspects of the maintenance, but she has done some research and there are about a dozen or so encroachments that members of the Steeplechase Board want removed. She would like to work with Northern as the maintenance negotiations take place and she will also try to work with the Woodbine Property Manager to inform the homeowners to remove the encroachments.

Mr. Moore stated that since Northern does not own the property, the matter of dealing with the encroachments is not really related to the maintenance contract discussion.

Ms. Delcotto expressed her concerns that the encroachment issue needs to be addressed if Northern is to be maintaining the east side of the canal, and it was suggested that she contact the City of Palm Beach Gardens to address that issue.

Mr. Edwards told Ms. Delcotto that she will be invited to the Legal Committee Meeting to present that issue. Mr. Edwards also stated that Northern disputes some of the representations that have been made during this meeting and this will also be addressed at the Legal Committee Meeting.

It was the consensus of the Board to refer this issue to the Legal Committee for further discussion before providing a recommendation to the Board.

9) RECEIVE AND FILE

The following items were presented to be received and filed:

- Assessment Collection Status as of January 6, 2021;
- Northern Quarterly Financial Report; and
- Proof of Publication of Meeting Notice

copies of which are contained in Northern's records.

10) COMMENTS FROM THE BOARD

There were no comments from the Board.

11) ADJOURN

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

President

Assistant Secretary



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

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

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

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 2C - Alton
Consider Change Order No. 7 to Arazoza Brothers Corporation
Parcel G Landscape Buffer/Preserve Planting

Background

Northern awarded a contract to Arazoza Brothers Corporation at the May 22, 2019 Board Meeting for the Parcel G Landscape Buffer/Preserve Planting project. The final quantities for the plant material were established by the City of Palm Beach Gardens. The attached Change Order No. 7 is a final (planting material) quantity adjustment and is a reduction to the contract. The total amount of Change Order No. 7 is (\$186,514.00). If approved, the only line item remaining on the contract is for \$56,000 and represents seven months of required maintenance. A recommendation letter from the District Engineer is attached.

Fiscal Impact

Funding for this contract available from the Bond account for Unit 2C - Alton.

Recommendation

Northern Staff and the District Engineer recommend approval of Change Order No. 7 in the amount of (\$186,514.00) to Arazoza Brothers Corporation.



Mr. Tim Helms
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

Subject:
Unit 2C – Alton Parcel G
Parcel G Landscape Buffer Improvement Project
PRJ - 612
Request for Contract Change Order #7

Dear Mr. Helms:

Please be advised that our office has completed its review of proposed Change Order #7 from Arazoza Brothers that was prepared by Caulfield & Wheeler's office.

This deductive change order represents final planting material quantities required by the City of Palm Beach Gardens. The change order, if approved, will reduce the Contract Price by \$186,514.00 to a final contract price of \$1,518,632.40. Once approved, the only line item remaining on the contract is seven months of plant maintenance totaling \$56,000.00.

We recommend that Change Order #7 be scheduled for consideration at the next available Board of Supervisors meeting.

Please contact this office should you have any questions with respect to this recommendation.

Sincerely,
ARCADIS U.S., Inc.

Robert W. Lawson

Robert W. Lawson, P.E.
Project Engineer

Copies:
C. Danvers Beatty – NPBCID
Katie Roundtree – NPBCID

ARCADIS U.S., Inc.
1500 Gateway Boulevard
Suite 200
Boynton Beach
Florida 33426
Tel 561.697.7000
Fax 561.369.4731
www.arcadis-us.com

INFRASTRUCTURE

Date:
February 12, 2021

Contact:
Robert W. Lawson, P.E.

Phone:
697-7002 Direct

Email:
rlawson@arcadis-us.com

Our ref:
WF590PO1.7666

Florida License Numbers

Engineering
EB00007917

Geology
GB564

Landscape Architecture
LC26000269

Surveying
LB7062

CHANGE ORDER

No. 7

PROJECT: Unit 2-C Alton Parcel G PCD Landscape Buffer Improvement Project **DATE:** 02/11/2021

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

PROJECT ENGINEER: Caulfield & Wheeler, Inc.

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

Description: Final quantity adjustments

Contractor: Arazoza Brothers Corp.

Purpose: Adjust contract amount to account for final quantity changes.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$ 1,549,729.60	Original Contract Time Substantial Completion: 150 Days
Previous Change Order No. <u>0</u> to No. <u>6</u> \$ 155,416.80	Net change from previous Change Order <u>180 Days</u>
Contract Price prior to this Change Order \$ 1,705,146.40	Contract Time prior to this Change Order Substantial Completion: 330 Days
Net Increase of this Change Order \$ (186,514.00)	Net Increase (decrease) of this Change Order <u>0 Days</u>
Contract Price with all approved Change Orders \$ 1,518,632.40	Contract Time with all approved Change Orders Substantial Completion: 330 Days

RECOMMENDED:
Caulfield & Wheeler, Inc.

By: 
Project Engineer

Date: 02/11/2021

APPROVED:
N.P.B.C.I.D.

By: _____
Owner

Date: _____

ACCEPTED:
Arazoza Brothers Corp.

By: 
Contractor

Date: 2/11/21

Arazoza Brothers Corp.

PO Box 924890, Homestead Florida 33092 - Phone (305) 246-3223 - Fax (305) 246-0481

Change Order ⁷ - Alton Parcel G

Project: Unit 2C Alton - Parcel G PCD Landscape Buffer Improvements

	Original Contract Value	Lump Sum	1	\$ 1,549,729.60	\$ 1,549,729.60
	Previously Approved Change Orders	Lump Sum	1	\$ 155,416.80	\$ 155,416.80

Key	Description	Spec	Qty	Unit Cost	Total Cost
Deduct	Coccoloba uvifera/Deagrape	15 Gal., 48" OC	61	\$ 90.00	\$ 5,490.00
Deduct	Ilex Cassine/Dahoon Holly	6' Ht.	70	\$ 110.00	\$ 7,700.00
Deduct	Ilex Cassine/Dahoon Holly	10' Ht.	10	\$ 225.00	\$ 2,250.00
Deduct	Ilex Cassine/Dahoon Holly	12' Ht.	24	\$ 260.00	\$ 6,240.00
Deduct	Pinus elliotti 'densa'/South Florida Slash Pine	6' Ht.	62	\$ 115.00	\$ 7,130.00
Deduct	Pinus elliotti 'densa'/South Florida Slash Pine	12' Ht.	63	\$ 330.00	\$ 20,790.00
Deduct	Pinus elliotti 'densa'/South Florida Slash Pine	16' Ht.	70	\$ 510.00	\$ 35,700.00
Deduct	Quercus Virginiana/Live Oak	12' Ht.	27	\$ 365.00	\$ 9,855.00
Deduct	Sabal palmetto/Cabbage Palm	8' CT	83	\$ 260.00	\$ 21,580.00
Deduct	Sabal palmetto/Cabbage Palm	12' Ct	83	\$ 260.00	\$ 21,580.00
Deduct	Sabal palmetto/Cabbage Palm	16' CT	82	\$ 260.00	\$ 21,320.00
Deduct	Chrysobalanys Icaco 'Red Tip'/Red Tip Cocoplum	2' Ht.	651	\$ 8.00	\$ 5,208.00
Deduct	Hamelia nodosa/Dwarf Firebush	1' Ht.	328	\$ 5.00	\$ 1,640.00
Deduct	Hamelia nodosa/Dwarf Firebush	2' Ht.	327	\$ 8.00	\$ 2,616.00
Deduct	Myrica cerifera/Wax Myrtle	2' Ht.	682	\$ 10.00	\$ 6,820.00
Deduct	Spartina bakeri/Sand Cordgrass	1' Ht.	355	\$ 5.00	\$ 1,775.00
Deduct	Spartina bakeri/Sand Cordgrass	2' Ht.	271	\$ 8.00	\$ 2,168.00
Deduct	Tripsacum dactyloides/Fakahatchee Grass	1' Ht.	354	\$ 5.00	\$ 1,770.00
Deduct	Tripsacum dactyloides/Fakahatchee Grass	2' Ht.	354	\$ 8.00	\$ 2,832.00
Deduct	Staking & Guying 25' Oaks & Sabals	Unit	82	\$ 25.00	\$ 2,050.00

Total Deductions \$ (186,514.00)

Total Changes in Scope: -\$186,514.00

Revised Contract Total: \$1,518,632.40

Notes...



 Arazoza Bros., Corp. (Signature)
 President, Albert Arazoza
 (print name & title)

02/11/21
Date

02/11/21
Date

Approved by (signature)

 (print name & title)

Date

Date



Celebrating
35
years

CAULFIELD & WHEELER, INC.

Consulting Engineers • Surveyors & Mappers

Engineering EB0003591
Surveying LB0003591
Landscape Architecture LC0000318

February 11th, 2021

Mr. C. Danvers Beatty, P.E.
Deputy Director
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

**Re: Unit 2C - Alton Parcel G PCD Landscape Buffer Improvement Project
NPBCID Job No. PRJ-612
Arazoza Brothers Corp. – Change Order #7**

Dear Mr. Beatty:

We have reviewed the attached Change Order No. 7, for the Alton Parcel G PCD Landscape Buffer Improvement Project and approve the change order as submitted. The purpose of this change order is to adjust the contract amount to account for final quantity changes. Please don't hesitate to contact me if you have any questions or require any additional information. Thank you.

Sincerely,

A handwritten signature in blue ink, reading "R. Hayes Templeton", is written over a horizontal line.

R. Hayes Templeton, P.E.
Caulfield & Wheeler, Inc.

CC: Tim Helms



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
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

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

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 15 – Villages of Palm Beach Lakes
Consider Encumbrance Modification to Purchase Order No. 20-371 to Arcadis
W-3 & W-4 Control Structure and Pipe Replacement
Bid Administration Services

Background

Purchase Order 20-371 was issued to Arcadis for work associated with the design, permitting, and construction aspects of new control structures and piping for the above referenced project. The scope of services and fees associated with the purchase order included informal bid assistance. Upon further review and development of the project, the estimated cost of construction will require that the project be formally bid. Arcadis will provide the additional bid services for \$7,800.00.

Fiscal Impact

There are sufficient maintenance funds budgeted in FY 2020/2021 to accommodate this expenditure.

Recommendation

Northern Staff recommends Board approval of the referenced Encumbrance Modification to Purchase Order No. 20-371 to Arcadis in the amount of \$7,800.00.



**Northern Palm Beach County
Improvement District**

Purchase Order No. 20-371-1

Encumbrance Modification

<p>Vendor :439</p> <p>ARCADIS US, Inc. 62638 Collections Center Drive Chicago, IL 60693-0626 Phone - / Fax -</p>	<p><u>Comments</u></p> <p>per Ken Roundtree--Please use reserves to fund. Will design now and build next year.- KRR</p>
<p>Document Information</p> <p>Document Date 01/25/2021 Required Date 01/25/2021 Prepared By VICKI B. LOEB Workflow ID 02 Status Waiting for Board Documents Description Encumbrance Modification for 20-371</p>	

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	1501	53101	Prepare Full Bid Docs (\$1,700 informal bid incr. to 9,500)	7,800.00	7,800.00

Total : \$7,800.00

Approval Information

LAURA L. HAM	Budget Manager	01/26/2021 1:23 PM
CLIFFORD D. BEAT	Deputy Director	01/26/2021 1:17 PM
KENNITH R. ROUN	Department Manager	01/26/2021 11:00 AM
VICKI B. LOEB	Requester	01/25/2021 3:01 PM

This Purchase Order Authorizes the purchase of the items or services in the quantities and the amounts specified above by the purchaser identified above on the presentation of proper identification at time of purchase. The Purchase Order number must appear on billing invoices and packages and billing of the purchase must be submitted to the address shown above. NPBCID is exempt from payment of State sales tax under Exemption 85-8012560376C-1 Exp. 5-31-23. Annual Contracts-Work shall be completed in accordance with existing Agreement between Northern and Vendor listed herein. Payment shall be in accordance with said agreement, attached scope and budget. Payment for work shall not exceed the herein authorized fee without an approved written change to this Purchase Order.

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
BUDGET CALENDAR
FISCAL YEAR 2022**

<u>Date</u>	<u>Activity</u>
January 21, 2021	Distribute Budget Worksheet Packages and instructions to District Staff.
March 1, 2021	Budget Packages due to Budget Manager.
March 1 – April 5, 2021	Review Draft Budget, Assessment Rates, Cost Allocation Analysis, and Common Area Acreage Analysis with Executive Director, Deputy Director, Finance Director, and Consultants.
May 12, 2021	Presentation of Draft Budget to Budget, Banking and Audit Committee by Executive Director.
April 5 – June 23, 2021	Landowner/POA/HOA meetings scheduled to Review Draft Budget and Assessment Rates.
May 26, 2021	Presentation of Draft Budget to Board of Supervisors by Executive Director.
May 27, 2021	First Release by Property Appraiser of 2021 Tax Roll data for NAV Assessment Roll.
May 27 – June 5, 2021	Analysis of changes in NAV Assessment Roll.
June 23, 2021	Presentation of FY 2022 TRIM Budget and Assessments Rates for approval by Board of Supervisors.
July 15, 2021	Deadline for submittal of FY 2022 TRIM Budget Assessments to Palm Beach County Property Appraiser and ISS.
July 23, 2021	Deadline for verification of the Assessment Roll for TRIM notices, and mailing of Chapter 197 notices for new assessments.
August 25, 2021	Public Hearing and Board of Supervisors Meeting for Final Certification of Assessment Roll and FY 2022 Budget.
September 15, 2021	Deadline for Certification of Final NAV Tax Roll to the Tax Collector.
October 1, 2021	Fiscal Year 2022 Approved Budget is implemented.

**RECOMMENDED DISBURSEMENTS FOR
FEBRUARY 24, 2021 BOARD MEETING**

	BOND/COI**	EIPC*	NOTE PROCEEDS	LANDOWNER FUNDS	TOTALS
Unit No. 2C - Alton	15,051.80				15,051.80
Unit No. 5D - Oakton Lakes		63,390.00			63,390.00
Unit No. 53 - Arden	51,814.91			4,730.00	56,544.91
	66,866.71	63,390.00	-	4,730.00	134,986.71

* Equity in Pooled Cash

**Cost of Issuance

UNIT OF DEVELOPMENT NO. 2C

DISBURSEMENT NO. 146

FEBRUARY 24, 2021

	LANDOWNER			TOTALS
	BOND	NOTE	FUNDS	
CONSTRUCTION:				
Arazoza Bros. (Parcel G Landscape Buffer)	8,000.00	-	-	8,000.00
ENGINEERING:				
Arcadis U.S., Inc. (DE - Alton Construction)	2,007.00	-	-	2,007.00
OTHER PROFESSIONALS:				
Caldwell & Pacetti (Plan of Improvement Review)	3,052.50	-	-	3,052.50
MISCELLANEOUS:				
Davidson Fixed Income Mgmt. NPBCID Reimbursements (NPBCID Personnel Time)	124.19	-	-	1,992.30
	1,868.11	-	-	1,992.30
	15,051.80	-	-	15,051.80

**UNIT OF DEVELOPMENT NO. 5D
DISBURSEMENT NO. 69
FEBRUARY 24, 2021**

	<u>EIPC</u>	<u>TOTAL</u>
CONSTRUCTION:		
Construction Technology, Inc. (Diesel Fuel Tank Replacement)	<u>63,390.00</u>	
		63,390.00
	<u><u>63,390.00</u></u>	<u><u>63,390.00</u></u>

**UNIT OF DEVELOPMENT NO. 53
DISBURSEMENT NO. 93
FEBRUARY 24, 2021**

	BOND	LANDOWNER FUNDS	TOTAL
ENGINEERING:			
Michael Schorah & Assoc. (PE Construction Phase)	<u>49,313.50</u>		49,313.50
OTHER PROFESSIONALS:			
Caldwell & Pacetti (Legal Services)		<u>4,730.00</u>	4,730.00
MISCELLANEOUS:			
NPBCID Reimbursement (NPBCID Personnel Time)	<u>2,501.41</u>		2,501.41
	<u>51,814.91</u>	<u>4,730.00</u>	<u>56,544.91</u>

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
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

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

THROUGH: O’Neal Bardin, Jr., Executive Director

RE: Unit of Development No. 2C – Alton
Consider Alton Park Operating Agreement between
Northern Palm Beach County Improvement District
and Alton Property Owners Association

Background

The Fourth Amendment to the Maintenance Agreement between Northern and the Alton Property Owners Association (POA) addresses the POA’s responsibility to maintain the Northern owned public park improvements. The Fourth Amendment to the Maintenance Agreement was approved on March 25, 2020 and required the POA enter into a Park Operating Agreement with Northern.

This Alton Park Operating Agreement was prepared by Northern’s General Counsel and authorizes the POA to operate the Alton Community Park. It establishes the POA’s responsibilities in the Operating Manual identified as Exhibit “A” to the Agreement.

Fiscal Impact

Alton POA will be responsible for all expenses associated with the operation of the Alton Community Park. Therefore, Northern will not budget or levy assessments for these operational activities.

Recommendation

Northern Staff and General Counsel recommend approval of the Alton Park Operating Agreement.

**ALTON PARK OPERATING AGREEMENT
BETWEEN
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
AND
ALTON PROPERTY OWNERS ASSOCIATION INC.
{Unit of Development No. 2C}**

This Alton Park Operating Agreement (the “Agreement”) shall be effective as of the 5th day of August, 2020 (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, (herein referred to as “District”) with offices located at 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, and the Alton Property Owners Association, Inc., a Florida not-for-profit corporation, (herein referred to as the “Association”) with offices located at 105 NE 1st Street, Delray Beach, Florida 33444. Said two entities may also be referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, in June of 2020, the Parties entered into the Fourth and Fifth Amendments (the “Fourth and Fifth Amendments”) to their May 13, 2015 Maintenance Agreement for Northern’s Unit of Development No. 2C; and

WHEREAS, the Fourth and Fifth Amendments address the Association’s agreement to maintain the therein described Northern owned public park works, facilities and real property (all of which together are hereinafter referred to as the “Alton Park Facility”); and

WHEREAS, in conjunction with the Fourth and Fifth Amendments, the Parties wish to hereby set forth their mutual understandings and agreements as to the Association’s operation of the Alton Park Facility.

NOW, THEREFORE, for and in consideration of the mutual benefits, understandings, covenants and conditions set forth herein, the Parties covenant and agree with each other as follows:

Section 1. **RECITALS**. The above recitals are true and correct to the best of the knowledge the Parties hereto and are incorporated here and made a part hereof.

Section 2. **PURPOSE**. This Agreement is intended to authorize the Association to operate the Alton Park Facility and set forth the scope, terms and conditions of such operation. Provided, however, nothing contained herein shall be construed to limit or restrict the District’s authority to suspend or terminate the Association’s provision of operational activities as to any one or more of the Alton Park Facility public works, facilities or real property.

Section 3. **OPERATION**. The Alton Park Facility is located within the Alton development and is to be made available for use by the residents of Alton and the general public for health and recreational activities.

The scope, duties, terms and conditions of and for the operation of the Alton Park Facility shall be as set forth in the Alton Park Operations Manual which is attached hereto and identified as Exhibit "A".

Section 4. **PUBLIC RECORDS.** If acting on behalf of the District as provided under §119.011(2), Florida Statutes, the Association shall comply with the applicable provisions of §119.701, Florida Statutes (the "Public Records"). Specifically, Association shall:

(A) Keep and maintain Public Records required by the District to perform the services provided for in this Agreement.

(B) Upon request from the District's Custodian of Public Records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Association does not transfer the records to the District.

(D) Upon completion or termination of the Agreement, transfer, at no cost, to the District all Public Records in possession of the Association or keep and maintain Public Records required by the District to perform the service. If the Association transfers all Public Records to the District upon completion or termination of the Agreement, the Association shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Association keeps and maintains Public Records upon completion or termination of the Agreement, the Association shall meet all applicable requirement for retaining Public Records. All records stored electronically must be provided to the District, upon request from the District's custodian of Public Records, in a format that is compatible with the District's information technology system.

(E) Promptly notify the District upon receipt of a Public Records request.

(F) Failure by the Association to retain and provide Public Records as required by law may result in termination of this Agreement by District.

(G) IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561-624-7830, OFFICE@NPBCID.ORG AND 359 HIATT DRIVE, PALM BEACH GARDENS, FL. 33418).

Section 5. **ASSIGNMENT.** The respective obligations of the parties specified herein shall not be assigned, in whole or in part, without the written consent of the other party.

Section 6. **COMPLIANCE WITH LAWS.** The Association shall comply in all material respects with the statutes, laws, ordinances, rules, regulations and lawful orders of the United States of

America, State of Florida, Palm Beach County, City of Palm Beach Gardens and of any other public authority which may be applicable to the subject matter hereof.

Section 7. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties.

Section 8. **NOTICES**. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

Association: Alton Property Owners Association, Inc.
13255 Alton Road
Palm Beach Gardens, FL 33418
Attn.: President
Telephone: c/o Donna Wilson 561-410-5488
Email: c/o (donnaw@langmanagement.com)

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

Section 9. **LIABILITY**. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained herein shall be construed as a waiver by Northern of the liability limits established in Section 768.28, Florida Statutes.

Section 10. **AMENDMENTS**. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by the parties hereto.

Section 11. **GOVERNING LAW**. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 12. **VENUE AND ELECTION OF REMEDIES**. Any and all legal action arising out of this Agreement or necessary to enforce this Agreement shall be held in the Fifteenth Judicial Circuit in and for Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in enquiry or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 13. **WAIVER OF JURY TRIAL**. The parties hereby waive any rights they 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 rights to trial by jury with the benefit of competent legal counsel.

Section 14. **DISCRIMINATION**. The parties agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 15. **SEVERABILITY**. In the event any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding unless it materially affects any one or more of the substantive intents and understandings of the parties, including any of their obligations, as contained in this Agreement, shall not affect the remaining portions of this Agreement and the remaining portions of the Agreement shall remain in full force and effect. However, if a final non-appealable judicial holding should materially affect one or more of the substantive intents and understandings of the parties, including their obligations hereunder, and the parties are unable to reach a mutually acceptable understanding as to how to proceed with the intent of the Agreement within ninety (90) days of such holding then in such event the real property ownership interests of the parties shall be returned by the party that received the property interest to the grantor of same in order to achieve the state of ownership which existed immediately prior to the Effective Date of this Agreement, following which this Agreement thereupon be terminated.

Section 16. **CONSTRUCTION**. The parties acknowledge that they have shared equally in the drafting and preparation of this Agreement and, accordingly, no Court, Mediator 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.

Section 17. **HEADINGS**. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

Section 18. **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.

Section 19. **EFFECTIVE DATE OF AGREEMENT**. This Agreement shall be effective the date it has been signed by all of the Parties hereto.

[Balance of page is intentionally left blank and followed by separate signatory pages]

[SIGNATURE PAGE FOR ALTON PARK OPERATING AGREEMENT]

Executed by **District** this ____ day of _____, 2021.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

Attest: _____

By: _____

Print: Susan Scheff

Print: Matthew J. Boykin

Title: Assistant Secretary


Title: President

[SIGNATURE PAGE FOR ALTON PARK OPERATING AGREEMENT]

Executed by **Association** this 8th day of January, 2021.

[CORPORATE SEAL]

ALTON PROPERTY OWNERS ASSOCIATION,
INC.

Attest: 
Print: DONNA Wilson
Title: Property Manager

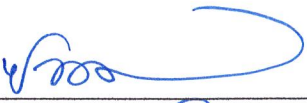
By: 
Print: Victoria Pinhoff
Title: President

Exhibit "A"

Alton Park Operations Manual

[Please see attached]

Operating Manual
Alton Community Park

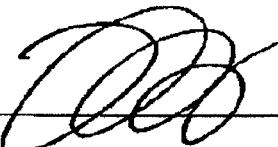
This Operation Manual is to provide guidance for the staff involved in parks and grounds operation and to manage as shown in a detailed inspection sheet of key areas.

The parks and grounds will be inspected as required by the Fourth Amendment of the Maintenance Agreement with Northern Palm Beach County Improvement District and Alton Property Owners Association, Inc.

The following are maintenance services as set forth in the "Exhibit C" listed within the Fourth Amendment. The performance of the Maintenance Services Inspection records will be submitted to NPBCID quarterly.

- Hours of Operation – from Dawn to Dusk.
- Security - There is no security.
- Accidents/incident reporting and emergencies – sign has been posted (to be maintained in accordance with the Maintenance Agreement)
- Loitering – sign has been posted (to be maintained in accordance with the Maintenance Agreement)
- Homeless encampments – will be reported to the police.
- Glass containers – are not allowed.
- Drinking and drugs – sign has been posted (to be maintained in accordance with the Maintenance Agreement)
- Unattended Children – sign has been posted (to be maintained in accordance with the Maintenance Agreement)
- Child Abuse – will be reported to the police.
- Group Events - The park does not provide an area for group events.
- Group Reservations - The playground, dog park and athletic equipment *cannot be reserved*.
- Dog Park – leash – sign has been posted (to be maintained in accordance with the Maintenance Agreement)
- Storm/lightning warning system – there is no warning system.
- Theft, property damage and vandalism – sign has been posted (to be maintained in accordance with the Maintenance Agreement)
- Signage - In accordance with the Alton POA documents, other than informational park signs, no other signage will be allowed.
- Overall Site Inspection – To be performed in accordance with the Maintenance Agreement)
- The Alton POA has posted a sign with prohibited items. (Loitering, Alcohol, Golfing, Drugs, Overnight Parking, Roller Blades, Skateboards, and Private Instructions). It also states how to report vandalism and service concerns.

The Alton POA hurricane preparations procedures are attached.



William Ryan, President, Alton POA

Date: 8-5-20

DATE	DAILY INSPECTION	DESCRIPTION	COMPLETED		INSPECTED
			YES	NO	BY:
	DOG GATES	Unlock at Dawn			
	DOG GATES	Locked at Dusk			
	DOG PARK AREA	Check equipment function			
	CHILDREN PLAYGROUND GATES	Unlock at Dawn			
	CHILDREN PLAYGROUND GATES	Locked at Dusk			
	RESTROOM	Unlock at Dawn			
	RESTROOM	Locked at Dusk			
	RESTROOM	Daily cleaning and inspection of appurtenances			
	TRASH CONTAINERS	Empty Daily			
	PET WASTE STATIONS	Empty Daily			
	DRINKING FOUNTAINS	Test Functionality			
	PARK EQUIPMENT	Test Functionality			
	OVERALL SITE INSPECTION	Graffiti/Theft			
	OVERALL SITE INSPECTION	Suspicious activity or suspicious person			

DATE	WEEKLY INSPECTION	DESCRIPTION	COMPLETED		INSPECTED
			YES	NO	BY:
	SHADE STRUCTURES	Review equipment function			
	FACILITIES STRUCTURES	Review equipment function			
	PLAYGROUND EQUIPMENT	Check equipment function			
	PHYSICAL FITNESS EQUIPMENT	Check equipment function			
	PLAYGROUND FENCING	Check equipment function			
	DOG FENCING	Check equipment function			
	RUBBER MULCH	Check for thickness under swings			
	RESTROOM	Daily cleaning and inspection of appurtenances			
	OVERALL SITE INSPECTION	Graffiti/Theft			
	OVERALL SITE INSPECTION	Suspicious activity or suspicious person			

DATE	MONTHLY INSPECTION	DESCRIPTION	COMPLETED		INSPECTED
			YES	NO	BY:
	DOG PARK AREA	Turf review of quality and drainage			
	DOG PARK AREA	Certified Safety Playground Inspection			
	PHYSICAL FITNESS EQUIPMENT	Certified Safety Playground Inspection			
	PARK LIGHTING	Check equipment function			

DATE	QUARTERLY INSPECTION	DESCRIPTION	COMPLETED		INSPECTED
			YES	NO	BY:
	SHADE STRUCTURES	Certified Playground Inspection Review			
	FACILITIES STRUCTURES	Certified Playground Inspection Review			
	PLAYGROUND EQUIPMENT	Certified Safety Playground Inspection			
	PHYSICAL FITNESS EQUIPMENT	Certified Safety Playground Inspection			
	PLAYGROUND FENCING	Certified Safety Playground Inspection			
	DOG FENCING	Certified Safety Playground Inspection			
	ARTIFICIAL TURF	Inspect of Joint and Edge Treatment			
	PLAYFIELDS	Turf Quality and Drainage Inspection			
	SIGNAGE	Review of general condition			

DATE	ANNUAL INSPECTION	DESCRIPTION	COMPLETED		INSPECTED
			YES	NO	BY:
	BUILDING STRUCTURE	Annual Inspection			
	ROOF STRUCTURE	Annual Inspection			
	TRASH CONTAINERS	General Condition Inspection			
	PET WASTE STATIONS	General Condition Inspection			
	REST AREAS	General Condition Inspection			
	BENCH AREAS	General Condition Inspection			
	BIKE RACKS	General Condition Inspection			

ALTON

POA, Neighborhoods 1,3,4, Artistry and Public Park



HURRICANE PROCEDURES 2020

Confidential EMERGENCY Phone List

The phone numbers below are private and confidential and are only to be used by those listed in the event of an emergency. Do not duplicate this list; do not provide any of the below numbers to any other person.

Lang Mgmt	Customer Service	877-242-8692
	Alton On-site Office	561-410-5488
	Donna Wilson (PM)	561-301-0170 cell
	Marsha Adler (Supervisor)	561-707-2090 cell
	Robin Caughey (Admin)	561-317-6496 cell
	Marita Butzbach (VP)	561-847-0135 cell
Kolter	Bill Ryan	561-371-8932 cell
	Perla Delacruz	561-373-3942 cell
Impact (Landscaping Services)	Santiago Vidal (Site Mgr)	772-453-0076 cell
	Greg Boyce (Irrigation)	561-376-1504 cell
	Karl Zainitzer (GM)	561-284-1561 cell
PCF Enterprises (Tree Removal)	Paul Fasnacht	772-370-5986 cell
PRF Services	Paul Fertig (Owner)	561-602-1703 cell
	Rafael	561-781-4112 cell
(Community Park and all Neighborhood Parks Preparation)		
(Alton Rec. – Preparation)		
(Artistry Club and Guard House Preparation)		
Mako Pools	Dave (Manager)	561-641-2437 office
	Kate (Technician)	561-641-2437 office
Security Cameras	Envera	877-936-8372
	service@enverasystems.com	941-556-0734
(Neighborhoods, Artistry, Alton Rec.)		
G4S (Artistry)	Gate House	561-727-8808
	Dan Danczyk (Captain)	815-560-7155 cell
	Troy Phillips (GM)	561-418-2693 cell

OTHER IMPORTANT PHONE NUMBERS FOR PALM BEACH COUNTY:

EMERGENCY	911
American Red Cross	561-833-7711
Animal Care & Control	561-233-1200
FEMA	800-621-3362
FPL Power Outages	561-697-8000
Water Utilities	561-627-2900
Emergency Radio	1620 AM

HURRICANE WATCH

3 - 4 Day Notice

Envera:

- Notify Envera to turn off key fobs to prevent homeowner access to **(Artistry & Alton)** clubhouse during storm preparations.

SECURITY: G4S (Artistry & Alton)

- Assure supplies on hand, such as flashlights, batteries, tools, rain gear, plastic covering for computers etc.
- Assure cell phones are fully charged.
- Get latest emergency contact information list from office. – Admin.
- Copies of the most important paperwork and computer files should be brought to the office for safe-keeping.

VENDORS: Impact Landscaping (Artistry & Alton)

- Have all trees trimmed; remove any dead plants or trees. Remove all coconuts
- Clean up ground debris and assure storm drains/basins are clean.
- Supervisor will advise the Property Manager when complete.
- CHECK:
 - Check/Clean/Gas all equipment
 - Chain Saws
 - Edgers
 - Mowers
 - Reserve necessary cleanup equipment/cherry picker
 - Begin cleaning drains, outfalls

LANG STAFF: Donna Wilson - Property Manager - (Artistry & Alton)

- (Artistry & Alton)** Property Manager will patrol community to ensure hurricane assignments are being followed and check in with on site staff.
- (Artistry & Alton)** Confirm the appropriate contractors for any commitments, work proposals, necessary action to be taken.
- Notify Homeowners Alton & Artistry Recreation centers are closed.

MAINTENANCE STAFF: PRF SERVICES - (Artistry, Alton, Parks)

- (Artistry & Alton)** Remove Cabana Outdoor Curtains store them in building.
- (Artistry & Alton)** Bring all outside furniture in the building.
- (Alton Rec, N1, N3, N4 & Community Park)** - Remove sun shades.
- (Alton Rec)** Remove wind screens.
- (Alton Rec)** Remove volleyball, tennis and pickleball nets.
- (Artistry & Alton)** Confirm model row is secure, roadway gates are open.
- (Community Park) post closed signs**, remove loose items from dog park, lock restrooms, dog park gates and kids' area gates.

LANG STAFF: Robin Caughey - On-Site

- Assure all phone numbers for licensed contractors, corporate support, staff, and all other 3rd parties are updated and accurate.
- Monitor all weather reports and chart the progress of the storm.
- Postpone deliveries, meetings, etc. scheduled during a predicted storm.
- Ensure the emergency supplies are on hand, to be stored in the administration office, including:
 - Portable weather radio with spare batteries.
 - First aid kit in hurricane box.
 - Four flashlights with extra batteries and bulbs.
 - Four rolls of masking tape on hand.
 - Video camera.
 - Get two disposable cameras.
 - Six pairs of cotton work gloves.
 - Rope
 - Markers
 - Rain ponchos
 - Battery backups on hand for cell phones.
 - Trash bags and bleach in stock.
 - Extra water.
 - Water in coolers (for workers performing pre/post procedures)
 - Purchase a wet-vac and store in the office.
 - Battery operated drill (quick shutter removal/gates)

2-3 Day Notice

SECURITY: G4S (Artistry)

- Identify locations for disposal of landscape debris in June to pick locations at that time.
- Assure guard staff scheduling in place prior to the storm. Give schedule to office.
- Confirm Envera has turned off key fobs.

VENDORS: Impact Landscaping & PCF Enterprises

- Identify locations for disposal of landscape debris in June to pick locations at that time.
- Remove any landscaping debris.
- Property Manager will be in contact with Area Supervisor – Marita Butzbach.

HURRICANE WARNING

1-2- Day Notice

SECURITY: G4S (Artistry)

- Computer - back up on disc - bring the disc to on-site office for safekeeping.
- Computer to be unplugged and covered in plastic.
- Put all loose items away.
- If evacuation becomes necessary, guard will make sure circuit breakers are turned off.
- Before leaving guardhouse, gate arms will be taken off and brought into the guardhouse until after the storm.
- Captain will assure Manager and On-site Staff have contact numbers and work schedule.
- Captain will assure important files are stored in the clubhouse.
- Property Manager, on-site staff will maintain close liaison so all parties will be informed with current information.
- Once the sustained winds have reached 45 mph and guardhouse secured, guards are free to leave.**

LANDSCAPER: Impact Landscaping

- Shut off all irrigation pumps and clocks
- Check and clear all catch basins as needed
- Check road stakes by drains
- Fuel supply (top off all vehicle fuel tanks)
- Chain saws with extra chains and bars
- Supervisors will verify that all tasks completed
- Verify with Property Manager that all is completed **PRIOR** TO CREWS BEING RELEASED.

POOL VENDOR: MAKO Pools (Alton & Artistry)

- Turn off all power to the pool equipment, turn off the pump at breaker panel. Lower water level by 2', add additional chlorine to avoid contamination.
- Provide staff with any other information needed.

LANG MANAGEMENT:

- Property Manager patrol community to assure all is being prepared.
- Inspect and determine status of construction materials, debris, trailers, dumpsters, porta-johns.
- Catch Basins - assure professionally cleaned/cleared as needed but should be checked in advance or prior to any storms
- Lakes – work with Northern and SFWMD
- Property Manager will continue patrolling community for safe conditions.
- Property Manager will continue to keep in contact with the staff and contractors and is in charge of confirming all areas have been verified secured.

ONSITE ADMINISTRATIVE OFFICE:

- Prepare a box to hold specific items to be taken off the property during the storm, e.g. files, resident directory, hurricane info, cell phone batteries.
- Backup computer files and take all cd's home.
- Continue to monitor weather reports and chart the progress of the storm.
- Clean your work area. Papers and files should be stored.
- Secure all office equipment, logout all personal computers.
- Turn off and unplug all equipment.
- Lift all wires off floor; lift CPU's up onto boxes.
- Cover all equipment and secure with tape.
- Close all cabinet doors.
- Close all interior doors.
- Lock all exterior doors, but **do not** arm the alarm.
- Have your list of office's telephone numbers at home in a safe and secure place, plus take it with you if you evacuate. (Give copy to Property Manager)

- Each staff member will take essential information and computer discs home along with emergency contact information.
- Each staff member will inform where they will be located during the storm.
- Hurricane Book and boxed materials will be taken off site.
- Have immediate access to video camera and previous recording for Insurance damage.

Securing the Office:

- Back-up to the hard drive
- Raise or remove all items on the floor to a higher area, in case of flooding
- Cover all equipment with plastic
- Unplug all electrical equipment
- Record a special voice mail message with a contact name and phone number for residents who may call in. If you have call forwarding on your office phone, you may want to utilize that feature.
- Put up all necessary signage
- Send out email to residents to remove all furniture and exterior items that could become projectiles – i.e. furniture from balconies.

Gather all important paperwork to be removed from office:

- Board of Directors List
- Association Documents
- List of Board of Directors Emergency powers
- Vendor List
- Resident Roster: Names, address, all phone numbers and e-mail addresses.
- Insurance: Insurance binder with policies, all policy numbers, association agent's name and special contact phone numbers, in case of a storm. How to submit or report damage/claim to the insurance company.
- List of Bank Accounts with account numbers
- Personnel Files
- Latest Accounting financials
- The Associations Federal I.D. Numbers
- Contract Book

***IMPORTANT:**

- No staff is to perform any duty/work beyond their capabilities.
- During the hurricane, once the winds have reached 65 miles per hour, no city or county emergency personnel will respond to emergency calls.
- Storm Drains: Ten days before hurricane storm add storm drain stakes to Alton Neighborhoods only & Artistry.**
- The Clubs and Park at Alton & Artistry are NOT designated shelters.**

Utility Tips: In the event of a disaster you may be instructed to shut off the utilities service. Before a disaster, contact your local utility companies to learn how to safely cut off your natural gas, water and electricity. Do not turn the power back on until a qualified professional has inspected all equipment



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
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

FROM: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 5A – Vista Center of Palm Beach
Consider Award of Contract to Ferreira Construction Southern Division Co., LLC.
Purchase Order No. 21-285
Street Light Conversion to LED

Background

Northern Palm Beach County Improvement District owns the road and associated appurtenances in Vista Center of Palm Beach, Unit of Development 5A. These appurtenances, including landscape, irrigation and street lighting are operated and maintained by the Vista Center POA. Installation of the street lights date back to the original development project in the late 1980s. Northern Staff met with the Vista POA Staff in 2020 and determined that replacement of the street lights with LED fixtures would extend the useful life of the infrastructure and reduce the operating costs.

The replacement project was advertised for bids January 10, 2021 and January 17, 2021 and two bids were opened on February 10, 2021. The bid tabulation is attached for the Board's review. The low bid in the amount of \$92,000.00 was submitted by Ferreira Construction Southern Division Co., LLC.

Fiscal Impact

This project was budgeted for the current Fiscal Year 2020-2021 and will be paid from current maintenance funds.

Recommendation

Northern Staff and District Engineer recommend the Board approve the award of contract to Ferreira Construction Southern Division Co., LLC. in the amount of \$92,000.00 and the associated Purchase Order No. 21-285.



Mr. Jorge Santos
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418

Subject:
Unit 5A – Vista Center
LED Lighting Fixture Replacement Project
Project No. PRJ-622

Dear Mr. Santos:

The firm of ARCADIS US, Inc. has completed its review of two bids received on February 10, 2021 for the Unit 5A Vista Center – LED Lighting Fixture Replacement Project. Bid accuracy of the bids received has been checked confirming that the bid amount of \$92,000.00 from Ferreira Construction Southern Division Co., LLC was the low bid.

Ferreira Construction Southern Division Co., LLC. has completed other District projects and the District's experience in working with them has proven to be successful. Therefore, we do not see anything that should deter us from considering Ferreira Construction Southern Division Co., LLC as the viable low bidder on this project.

Based on our review, we recommend that consideration of an award to Ferreira Construction Southern Division Co., LLC. in the amount of \$92,000.00 be scheduled for consideration at the next available Board of Supervisors meeting.

Sincerely
Arcadis U.S., Inc.

Robert W. Lawson, P.E.

Copies:
Dan Beatty, NPBCID
Ken Roundtree, NPBCID

Arcadis U.S., Inc.
1500 Gateway Blvd
Suite 200
Boynton Beach
Florida 33426
Tel 561 697 7000
Fax 561 369 4731
www.arcadis.com

INFRASTRUCTURE

Date:
February 10, 2021

Contact:
Robert W. Lawson

Phone:
561-697-7002

Email:
rlawson@arcadis.com

Our ref:
WF590P02.1016

Florida License Numbers

Engineering
7917

Geology
GB564

Surveying
LB7062

PROJECT 622

**NPBCID UNIT OF DEVELOPMENT 5A - VISTA CENTER
LED Lighting Fixture Replacement Project**

Bid Summary Sheet

	Ferreira Construction Southern Division Co., LLC	PI Electric, Inc.
Base Bid	\$91,430.00	\$129,708.00
Alternate - Performance Bond	\$570.00	\$0.00
Base Bid and Alternate Grand Total	\$92,000.00	\$129,708.00



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

21-285

Purchase Order

Vendor :627

Ferreira Construction Company

Attn: Accounts Payable
13000 SE Flora Avenue
Hobe Sound, FL 33455

Phone - / Fax -

Billing and Shipping Address

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

Document Information

Document Date 02/12/2021
Required Date 02/22/2021
Prepared By Milagros E. Acosta Corniel
Workflow ID 07
Status Board 2 Documents
Description LED lighting fixture replacement project-
Vista Center

Change Order 0

Project No

Invoice to Y
follow

Comments : Budgeted in 20/21 maintenance budget

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	05A1	56302	LED lighting fixture replacement project- Vista Center	92,000.00	92,000.00

Total : \$92,000.00

Approval Information

SUSAN P. SCHEFF	Board	02/16/2021 11:25 AM
ONEAL BARDIN JR.	Executive Director	02/16/2021 11:17 AM
KATHLEEN E. ROUN	Finance Director	02/16/2021 11:15 AM
LAURA L. HAM	Budget Manager	02/16/2021 11:05 AM
KATHLEEN E. ROUN	Deputy Director	02/12/2021 2:13 PM
KENNITH R. ROUN	Department Manager	02/12/2021 2:12 PM
Milagros E. Acosta	Requester	02/12/2021 12:43 PM

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

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

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

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



Northern Palm Beach County Improvement District
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EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

FROM: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 14 - Eastpointe
Consider Landowner Request for Consent
to Administrative Site Plan Amendment

Background

The Eastpointe community is pursuing approvals for the redevelopment of their property in the northwest corner of the community. Currently, a large ditch exists in part of the property they intend to redevelop. There is also a driving range, tennis courts and a clubhouse. The proposed redevelopment will include 75 new homes, a new Golf Maintenance Building, Resort and Recreation facility.

Northern owns and maintains a water management tract in the north and west boundaries in Eastpointe. The ditch that is located within the tract is used for storm water retention and conveyance. The tract along the north is 50' wide and the tract along the west is 70' wide. In addition, Northern owns a Water Management Easement encumbering an additional 20' of property contiguous with the easement across the golf course property.

In order to proceed with their plans, Eastpointe must now apply for an Administrative Amendment to their previously approved Site Plan with Palm Beach County. This Administrative Amendment requires Northern's consent because Northern owns property included in the application. The attached consent form has been modified with conditions enumerated by Northern's General Counsel to limit the scope of representations made on Northern's behalf. This consent form has been approved by Northern for use in other Palm Beach County Zoning application processes in the recent past.

Fiscal Impact

There are no fiscal impacts associated with the approval to execute the modified Consent Form. However, all expenses associated with the conveyance of real property to the Eastpointe Country Club will be collected prior to the closing.

Recommendation

Northern Staff and General Counsel recommend approval of the modified Consent Form.

CONSENT

INSTRUCTIONS: Consent is required from the property owner(s) and contract purchaser(s), as applicable, to an agent if the property owner(s) or contract purchaser does not intend to attend all meetings and Public Hearings and submit in person all material pertaining to the application. A separate form is required from each owner/contract purchaser. Consent to a firm shall be deemed consent for the entire firm, unless otherwise specified. Consent is valid for one year from date of notary, unless otherwise specified. Attach a copy of last recorded warranty deed for the subject property.

Project Name: Eastpointe Country Club Submittal Date: 2/05/2021

This form shall serve as CONSENT for the agent identified below to prepare or have prepared and submit all documents for the following application(s) affecting property I have an ownership interest in:

- [] BCC/ZC: () Rezoning () Conditional Use () DROE () DOA () PDD () TDD () Type 2 Variance () Type 2 Waiver
[X] DRO Applications: () Full DRO (x) Zoning Agency Review (ZAR)
[] Concurrence Reservation/Equivalency (Separate)
[] Temporary Use (indicate request):
[] Tree Removal and Replacement
[] Type 1 Variance
[] Type 1 Waiver
[] Time Extension (Article 2.E)
[] Other (indicate request):

I hereby give CONSENT to Lentzy Jean-Louis/Urban Design Studio (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of: Amend Final Subdivision Plan and Regulating Plan, Clubhouse Final Site Plan.

I hereby certify I have full knowledge of the property and I have an ownership interest in the subject property of this application. I further certify the statements or information made in any document(s) submitted herewith are true and correct to the best of my knowledge. I understand, this application, related material and all documents submitted become official records of the Planning, Zoning and Building Department of Palm Beach County, Florida, and will not be returned. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to Palm Beach County to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

OWNER/CONTRACT PURCHASER: I am the [x] Owner [] Contract Purchaser (✓one)

Matthew J Boykin, for Northern Palm Beach County Improvement District
(Name - type, stamp or print clearly)
359 Hiatt Drive
(Address)

(Signature)
Palm Beach Gardens, FL, 33418
(City, State, Zip)

AGENT:
Lentzy Jean-Louis/Urban Design Studio
(Name - type, stamp or print clearly)
610 Clematis St Suite CU02
(Address)

Urban Design Studio
(Name of firm)
West Palm Beach, FL, 33411
(City, State, Zip)

NOTARY PUBLIC INFORMATION: 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 ___ (name of person acknowledging). He/she is personally known to me or has produced ___ (type of identification) as identification and did/did not take an oath (circle correct response).

(Name - type, stamp or print clearly) (Signature)

My Commission Expires on: NOTARY'S SEAL OR STAMP

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
CONDITION TO CONSENT FOR EASTPOINTE GOLF AND COUNTRY CLUB
ZONING AGENCY REVIEW

The exercise and use of the attached Northern Palm Beach County Improvement District (hereinafter "Northern") Consent is subject to and conditioned upon the following:

- (1) this Consent is personal and shall not be exercised by anyone besides Lentzy Jean-Louis of Urban Design Studio; and
- (2) this Consent is granted only as to that specific application (the "Application") submitted by the Eastpointe Golf and Country Club for Development Review Officer (DRO) administrative approval to amend the Final Subdivision Plan, Regulating Plan and Clubhouse Final Site Plan for the subject property; and
- (3) except as set forth in the Application, no changes to the Application are permitted nor additional conditions to be imposed as to or upon Northern's property unless such change or additional condition is in writing and also signed by either O'Neal Bardin Jr. or Danvers Beatty, the Executive Director and Deputy Director, respectively, of Northern; and
- (4) any other use of this Consent is prohibited and actions taken in reliance of upon such prohibited use shall be null and void.

(The Balance of this Page Intentionally Left Blank)



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
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

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

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Acceptance of Bill of Sale for Drainage Improvements to
Northern Palm Beach County Improvement District
Permit No. PER-16-137

Background

On December 5, 2018, Northern issued Permit No. PER-16-137 to YTG Palm Beach JG NR LP for the Park of Commerce Building 25 project. The work authorized in the permit includes drainage pipe, inlets, concrete sidewalk and installation of handrails. The construction has been completed and certified by the engineer of record. The attached is a 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 General Counsel recommend acceptance of the attached Bill of Sale.

NAME OF PROJECT: Park of Commerce Building 25

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 NHT PALM BEACH, LLC 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 12 day of October, 2020.

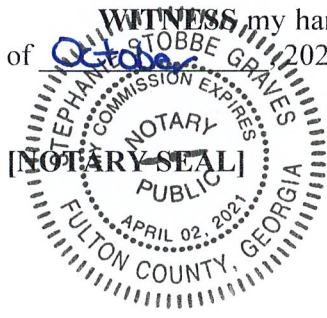
NHT PALM BEACH, LLC
(Name of First Party)

By: _____
Print: Jeb Brees
Title: Managing Member

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

Before me personally appeared Jeb Brees, 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 12 day of October, 2020.



Stephanie Stobbe Graves
Notary Public
Print Name: Stephanie Stobbe Graves
My commission expires: April 02, 2021

ATTEST:

Accepted by Northern Palm Beach County Improvement District

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

[DISTRICT SEAL]

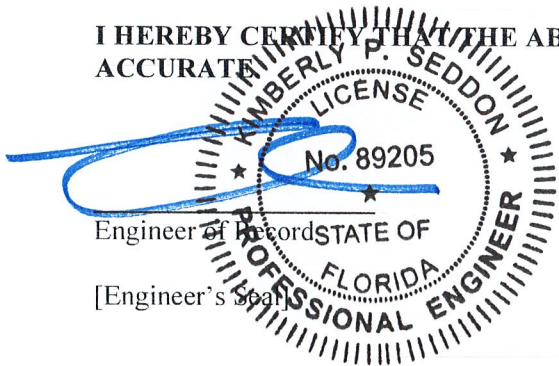
EXHIBIT "A"

[DESCRIPTION OF WORKS AND MATERIALS]

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
STORM DRAINAGE SYSTEM				
5' Concrete Sidewalk	1340	LF	\$19.55	\$26,197.00
Type C Inlet	5	EA	\$3,000.00	\$15,000.00
30" RCP	48	LF	\$82.24	\$3,947.52
18" RCP	40	LF	\$45.22	\$1,808.80
15" RCP	130	LF	\$36.68	\$4,768.40
Concrete Flume	3	EA	\$155.90	\$467.70
Handrail	18.5	LF	\$225.34	\$4,168.75
Handrail Retaining Wall	18.5	LF	\$164.73	\$3,047.50
TOTAL				\$59,405.67

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.



Engineer of Record
 [Engineer's Seal] STATE OF FLORIDA
 PROFESSIONAL ENGINEER

Date 11/02/2020

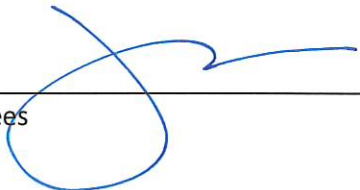
This Instrument Prepared By and Return To:
Clifford Hertz, Esq.
Nelson Mullins Riley & Scarborough LLP
DBA Nelson Mullins Broad and Cassel
One North Clematis Street, Suite 500
West Palm Beach, FL 33401

NAME AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared **JON E. BREES** (the "Affiant"), whom being by me first duly sworn, on oath, deposes and says as follows:

1. Affiant states that he is known as **Jon E. Brees, Jon Brees** and **Jeb Brees**, interchangeably, and irrespective of the name used, **Jon E. Brees, Jon Brees** and **Jeb Brees** are one and the same person.
2. Affiant states that he is familiar with the nature of an oath, and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read, or has read to him, the full facts of this affidavit, and understands its context.

FURTHER AFFIANT SAYETH NAUGHT.



Jon E. Brees

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by means of physical presence or online notarization, this 9 day of November, 2020, by Jon E. Brees, who is personally known to me OR who has produced a driver's license as identification.





Notary Public
My Commission Expires: Apr. 02 2021



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
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

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

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Acceptance of Water Management Easement
Permit No. PER-16-137

Background

On December 5, 2018, Northern issued Permit No. PER-16-137 to YTG Palm Beach JG NR LP for the Park of Commerce Building 25 project. The construction has been completed and certified by the engineer of record. The work authorized in the permit includes drainage facilities and improvements that are being conveyed to Northern by separate Bill of Sale. The attached Water Management Easement will provide Northern adequate property interest for access and maintenance of these new facilities.

Fiscal Impact

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

Recommendation

Northern Staff and General Counsel recommend acceptance of the attached Water Management Easement.

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

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

WATER MANAGEMENT EASEMENT

THIS WATER MANAGEMENT EASEMENT (the "Easement") is granted this 2 day of November, 2020 by NHT PALM BEACH, LLC whose office address is 1776 PEACHTREE STREET NW, SUITE 100, ATLANTA, GA 30309 (hereinafter referred to as the "Grantor"), to Northern Palm Beach County Improvement District, an independent special district of the State of Florida, whose office address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as "Northern").

W I T N E S S E T H:

WHEREAS, Grantor is the record fee simple absolute owner of that real property described in attached Exhibit "A" (the "Easement Area"); and,

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

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

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

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

2. **EASEMENT.** The Grantor hereby grants to Northern a perpetual non-exclusive easement in, over, under and upon the Easement Area for: (a) ingress and egress, (b) the installation, construction, operation, inspection, maintenance, enlargement, upgrade, repair and/or replacement of surface water/stormwater storage, management and drainage facilities, systems, structures and works, which may include but are not limited to lakes, canals, littoral plantings, trees, shrubs, berms, pipes, controls, culverts, interconnects, and appurtenances and (c) the use, relocation, removal and/or disposal of any soil or fill located therein or thereon.

3. **USAGE.** Northern's employees, consultants, agents, licensees, suppliers and contractors are authorized to use the Easement granted herein for the purposes herein specified

and the Grantor agrees that unless and until specifically approved in a written permit issued by Northern, it will not authorize or allow any trees, fixtures, facilities, works or structures to be installed in, over, under or upon the Easement Area.

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

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

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

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

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

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

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

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

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

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

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

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

Executed by GRANTOR, this 2 day of NOVEMBER, 2020.

Signed, Sealed and Delivered
subscribing witnesses:

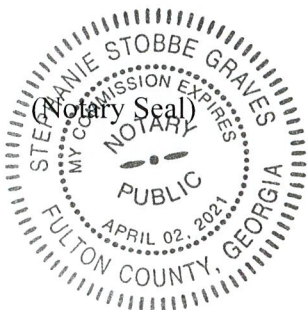
Susan Utt
Witness
SUSAN UTT
Printed Name

David Diaz
Witness
David Diaz
Printed Name

Jon Brees
By: JON BREES
Prints: _____
Title: _____

~~STATE OF FLORIDA~~ Georgia
COUNTY OF Fulton

Sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization, this 2 day of Nov, 2020, by Jon Brees.



Stephanie Stobbe Graves
Notary Public State of ~~Florida~~ Georgia
Stephanie Stobbe Graves

Print/Type/Stamp Name

Personally Known OR Produced Identification

Type of Identification Produced _____.

A C C E P T A N C E

Northern Palm Beach County Improvement District, by and through its undersigned authorized officer does hereby accept and consent to the terms and conditions of this Easement this _____ day of _____, 20__.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

Exhibit "A"

[SEE ATTACHED LEGAL DESCRIPTION]

EXHIBIT "A"

NOTES COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED
SCALE FACTOR = 1.00000852
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM,
NAD 83 1990 ADJUSTMENT, FLORIDA EAST ZONE.

LEGEND/ABBREVIATIONS

☉ - CENTERLINE	O.R.B. - OFFICIAL RECORD BOOK
E - EASTING IN REFERENCE TO COORDINATES	P.B. - PLAT BOOK
FPL - FLORIDA POWER & LIGHT COMPANY	PG. - PAGE
LB - LICENSED BUSINESS	P.O.B. - POINT OF BEGINNING
N - NORTHING IN REFERENCE TO COORDINATES	P.O.C. - POINT OF COMMENCEMENT
N.P.B.C.I.D. - NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT	P.O.T. - POINT OF TERMINUS

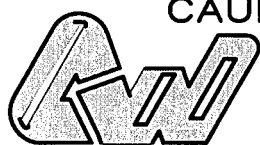
NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF NORTH 88°51'46" WEST ALONG THE SOUTH LINE OF PARCEL 1A, PALM BEACH PARK OF COMMERCE, P.I.P.D.-PLAT 13 REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 137-139 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
3. THE "LAND DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. ADDITIONS OR DELETIONS TO SURVEY SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 12, 2020. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991

David
Lindley

Digitally signed by David
Lindley
DN: c=US, st=FL, In=Boca Raton,
o=Caulfield & Wheeler, Inc.,
ou=Survey, cn=David Lindley,
email=dave@cwassoc.com
Date: 2020.10.12 17:10:18
-0400

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE 10/12/2020

DRAWN BY dpl

F.B./ PG. NONE

SCALE NONE

JOB NO. 8214NDE4

**PALM BEACH PARK OF COMMERCE PLAT 13 REPLAT
N.P.B.C.I.D. DRAINAGE EASEMENT
SKETCH AND DESCRIPTION**

DESCRIPTION:

FOUR (4) STRIPS OF LAND OF VARYING WIDTHS BEING PORTIONS OF PARCEL 1A, PALM BEACH PARK OF COMMERCE, P.I.P.D.-PLAT 13 REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 137, 138 AND 139 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE CENTERLINES OF SAID STRIPS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL 1A; THENCE NORTH 88°51'46" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 1A, A DISTANCE OF 104.72 FEET TO THE POINT OF BEGINNING #1 OF THE CENTERLINE OF A STRIP OF LAND 24.00 FEET WIDE; THENCE NORTH 00°18'05" EAST A DISTANCE OF 15.04 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT DRAINAGE EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 22846, PAGE 911 OF SAID PUBLIC RECORDS AND THE POINT OF TERMINUS OF SAID CENTERLINE.

TOGETHER WITH

COMMENCING AT AFORESAID POINT OF BEGINNING 1; THENCE NORTH 88°51'46" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 1A, A DISTANCE OF 104.72 FEET TO THE POINT OF BEGINNING #2 OF THE CENTERLINE OF A STRIP OF LAND 20.00 FEET WIDE; THENCE NORTH 00°03'24" EAST A DISTANCE OF 15.17 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT DRAINAGE EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 22846, PAGE 911 OF SAID PUBLIC RECORDS AND THE POINT OF TERMINUS OF SAID CENTERLINE.

TOGETHER WITH:

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL 1A; THENCE NORTH 46°08'14" EAST ALONG THE SOUTH LINE OF SAID PARCEL 1A, A DISTANCE OF 2.11 FEET TO THE POINT OF BEGINNING #3 OF THE CENTERLINE OF A STRIP OF LAND 23.00 FEET WIDE; THENCE NORTH 35°49'34" WEST A DISTANCE OF 16.91 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT DRAINAGE EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 22846, PAGE 911 OF SAID PUBLIC RECORDS AND THE POINT OF TERMINUS OF SAID CENTERLINE.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT OF BEGINNING 3; THENCE NORTH 46°08'14" EAST ALONG THE SOUTH LINE OF SAID PARCEL 1A, A DISTANCE OF 33.25 FEET; THENCE NORTH 01°08'14" EAST, ALONG THE EAST LINE OF SAID PARCEL 1A, A DISTANCE OF 302.41 FEET TO THE POINT OF BEGINNING #4 OF THE CENTERLINE OF A STRIP OF LAND 20.00 FEET WIDE; THENCE NORTH 87°46'59" WEST A DISTANCE OF 15.01 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THAT NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT DRAINAGE EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 22846, PAGE 911 OF SAID PUBLIC RECORDS AND THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE ALONG THE BOUNDARY LINE OF SAID NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT DRAINAGE EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 22846, PAGE 911 OF SAID PUBLIC RECORDS AND THE SOUTH AND EAST LINES OF SAID PARCEL 1A.

SAID LANDS LYING IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

SHEET 2 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE — SURVEYING
7900 GLADES ROAD — SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991

DATE 10/12/2020

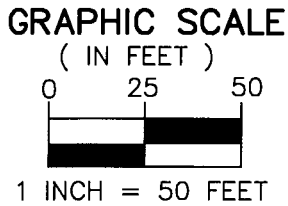
DRAWN BY dpl

F.B./ PG. NONE

SCALE NONE

JOB NO. 8214NDE4

**PALM BEACH PARK OF COMMERCE PLAT 13 REPLAT
N.P.B.C.I.D. DRAINAGE EASEMENT
SKETCH AND DESCRIPTION**



P.O.T. 10.10
 N87°46'59"W
 15.01'

P.O.B. #4

PARCEL 1A

PALM BEACH PARK OF COMMERCE, P.I.P.D.—PLAT 13 REPLAT
 (PLAT BOOK 127, PAGES 137—139)

MATCH LINE

28' N.P.B.C.I.D. DRAINAGE EASEMENT
 (O.R.B. 22846, PAGE 911)

EAST LINE OF PARCEL 1A N01°08'14"E 302.41'

PARK OF COMMERCE BOULEVARD

28' N.P.B.C.I.D. DRAINAGE EASEMENT
 (O.R.B. 22846, PAGE 911)

CENTERLINE N35°49'34"W
 15' DE 16.91'

SOUTH LINE N00°18'05"E
 15.04'

SOUTH LINE PARCEL 1A
 (BASIS OF BEARINGS) 302.61'
 N88°51'46"W

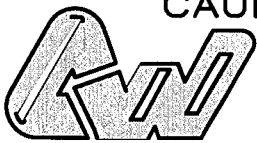
P.O.T. P.O.T.
 P.O.B. #1 104.72'
 P.O.C. N88°51'46"W

N46°08'14"E
 33.25'
 P.O.B. #3
 P.O.C. N46°08'14"E
 2.11'

CORPORATE ROAD SOUTH

POINT OF COMMENCEMENT
 MOST SOUTHERLY SOUTHEAST
 CORNER PARCEL 1A

SHEET 3 OF 4

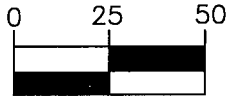


CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE — SURVEYING
 7900 GLADES ROAD — SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)–392–1991

DATE	10/12/2020
DRAWN BY	dpl
F.B./ PG.	NONE
SCALE	1"=50'
JOB NO.	8214NDE4

GRAPHIC SCALE

(IN FEET)

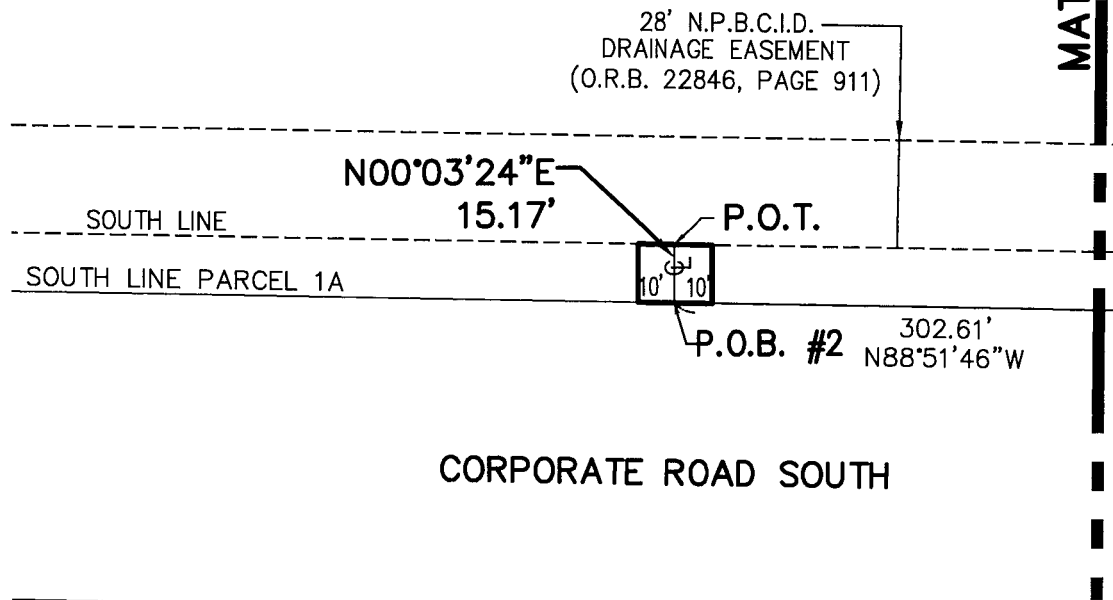


1 INCH = 50 FEET

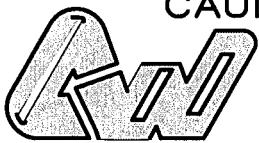


PARCEL 1A

PALM BEACH PARK OF COMMERCE,
P.I.P.D.—PLAT 13 REPLAT
(PLAT BOOK 127, PAGES 137—139)



SHEET 4 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE — SURVEYING
7900 GLADES ROAD — SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991

DATE 10/12/2020

DRAWN BY dpl

F.B./ PG. NONE

SCALE 1"=50'

JOB NO. 8214NDE4

This Instrument Prepared by
and to be Returned to:
Kenneth W. Edwards, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Boulevard, Suite 1200
West Palm Beach, FL 33401

MORTGAGEE'S CONSENT AND SUBORDINATION

The undersigned, (hereinafter referred to as the "Mortgagee") hereby certifies that it is the owner of that mortgage recorded in O.R. Book 27224 at Page 1 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 "Easement").

The Mortgagee hereby consents to the grant of the Easement over the real property described therein and agrees that its Mortgage, the Mortgage note and any amendments thereto and associated security documents which by way of example but not limitation may include Uniform Commercial Code instruments, security agreements, assignments of lease and rents, fixture filings and collateral assignments of rights, shall be subordinate to the Easement and that the lien and operation of the Mortgage, Mortgage note, amendments thereto and security documents are subordinate to said Easement.

IN WITNESS WHEREOF, the Mortgagee on this 3rd day of Nov, 2020. has caused these presents to be signed by its undersigned authorized officer and its corporate seal to be affixed hereon.

ATTEST:

By: [Signature]
Print: Wesley Schuler
Title: EVP

Texas Capital Bank
By: [Signature]
Print: J Brandon Carter
Title: Vice President

(SEAL)

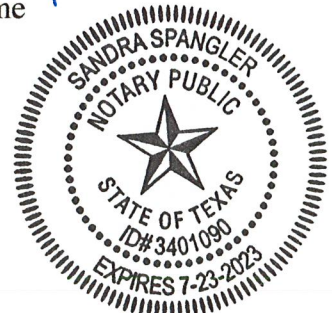
STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of Nov, 2020, by J Brandon Carter, as VP, for Texas Capital Bank, a National Association.

(Notary Seal)

[Signature]
Notary Public State of Texas
SANDRA SPANGLER
Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____



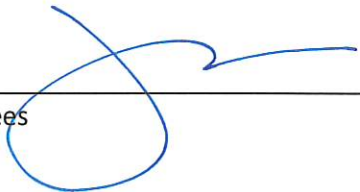
This Instrument Prepared By and Return To:
Clifford Hertz, Esq.
Nelson Mullins Riley & Scarborough LLP
DBA Nelson Mullins Broad and Cassel
One North Clematis Street, Suite 500
West Palm Beach, FL 33401

NAME AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared **JON E. BREES** (the "Affiant"), whom being by me first duly sworn, on oath, deposes and says as follows:

1. Affiant states that he is known as **Jon E. Brees, Jon Brees** and **Jeb Brees**, interchangeably, and irrespective of the name used, **Jon E. Brees, Jon Brees** and **Jeb Brees** are one and the same person.
2. Affiant states that he is familiar with the nature of an oath, and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read, or has read to him, the full facts of this affidavit, and understands its context.

FURTHER AFFIANT SAYETH NAUGHT.



Jon E. Brees

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by means of physical presence or online notarization, this 9 day of November, 2020, by Jon E. Brees, who is personally known to me OR who has produced a driver's license as identification.





Notary Public
My Commission Expires: April 02 2021



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
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

FROM: O’Neal Bardin Jr., Executive Director

RE: Unit of Development No. 31 – BallenIsles Country Club
Consider First Amendment to Sale and Purchase Agreement
BallenIsles Community Association, Inc.

Background

On September 28, 2020, Northern and the BallenIsles Community Association (BICA) entered into a Sale and Purchase Agreement (Agreement) pertaining to lands and personal property owned by Northern and located within Northern’s Unit of Development No. 31. More specifically, the replacement of Northern’s Guardhouse located on BallenIsles Drive south of PGA Boulevard.

The amended Agreement identifies two phases which must be successfully concluded before Northern is obligated to begin making Installment Payments. The Agreement is being amended to include a provision allowing the Association to relocate the replacement guardhouse south of the existing location. The amendment requires BICA to demonstrate that it can provide sufficient Right-of-Way for the new facility and functional vehicular and pedestrian access through the existing old guardhouse site during the period of time BICA is constructing the new guardhouse. The amended Agreement states that the BICA may, at its discretion, utilize a Construction Manager at Risk (“CMAR”) contract for the construction of the New Guard House Facility in such form as is approved by the District.

Fiscal Impact

There are no known fiscal impacts associated with this amended Agreement.

Recommendation

Northern Staff and General Counsel recommend the Board of Supervisors approve the Sale and Purchase Agreement.

**FIRST AMENDMENT
TO
SALE AND PURCHASE AGREEMENT
(UNIT OF DEVELOPMENT NO. 31)**

This First Amendment (the "First Amendment"), shall be effective as of the ___ day of _____, 2021 and is being entered into by and between the Northern Palm Beach County Improvement District, an independent special district established pursuant to the Laws of Florida, whose mailing address is 359 Hiatt Drive Palm Beach Gardens, Florida 33418 (hereafter referred to as the "District" or "Northern"), and the BallenIsles Community Association, Inc., a Florida not-for-profit corporation, whose mailing address is 303 BallenIsles Circle, Palm Beach Gardens, Florida 33418 (hereafter referred to as the "Association") both of whom may also be collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, on September 28, 2020, Northern and the Association entered into a Sale and Purchase Agreement pertaining to lands and personal property located within Northern's Unit of Development No. 31; and

WHEREAS, the Parties wish to amend said Sale and Purchase Agreement by this First Amendment.

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

1. **RECITALS**. The above recitals are true and correct to the best of the knowledge of the Parties hereto and are incorporated hereby incorporated herein by this reference.
2. **AMENDMENTS**. The Sale and Purchase Agreement is hereby amended as follows:

(A) The Sixth WHEREAS is revised to be as follows:

"WHEREAS, in accordance with following Section 2.3 and on or before July 30, 2021, the Association may propose for District approval an Alternate Site (as defined in Section 2.3), which proposal shall, at a minimum, be accompanied with the following documentation: proposed alternate site plan (subject to the City of Palm Beach Gardens approval); proposed temporary and permanent ingress and egress easement locations and plans; proposed traffic statement and proposed right of way designs for such Alternate Site; and"

(B) Section 2.3 is revised to be as follows:

“2.3 The District shall only be obligated to begin making Installment Payments once the following two phases of the project have been satisfactorily concluded:

(a) Phase One. Commencing as of the Effective Date and concluding on July 30, 2021, the Association shall exercise its best efforts to: (i) obtain to the reasonable satisfaction of Northern confirmation that there is currently or the Association will be able to acquire sufficient road right-of way for the construction and operation of the New Guard House Facility at the site generally described in attached Exhibit “C”, (the “Alternate Site”) which is to the south of the Existing Guard House, (ii) show that temporary and functional ingress and egress for pedestrian, vehicular and construction equipment at the Alternate Site will be obtainable and be provided throughout construction of the New Guard House Facility at such Alternate Site in a manner acceptable to Northern and City of Palm Beach Gardens (the “City”), (iii) provide appropriate plans or details depicting alignment functionality of the Alternate Site within the BallenIsles Drive right-of-way, including expansion of said right-of-way if necessary, and (iv) Northern and the City’s approval of a full site plan for the Alternate Site and construction thereon of the New Guard House Facility.

In the event the Association should timely satisfy Phase One, the Association shall thereupon promptly proceed to satisfying the hereinafter described second phase (“Phase Two”) for the Alternate Site.

However, if the Association is not able to timely achieve satisfaction of Phase One as to the Alternate Site, then in such event the Association shall proceed to use the Existing Guard House site for satisfaction of Phase Two.

(b) Phase Two. This phase shall consist of the Association’s design, preparation of plans and specifications and submittal thereof to the District for written approval, and the obtaining of all permits necessary for the proper and lawful construction of the New Guard House Facility by all governmental entities having jurisdiction. It being understood and agreed that as hereinafter addressed in following Section 3.2, the Association may, at its discretion, utilize a Construction Manager at Risk (“CMAR”) contract for the construction of the New Guard House Facility in such form as is approved by the District.”

3. **REAFFIRMATION.** Except as otherwise herein amended and supplemented, the Sale and Purchase Agreement shall continue in full force and effect.

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

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

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

SIGNATURE PAGE

Executed by Northern Palm Beach County Improvement District this _____ day of _____, 2021.

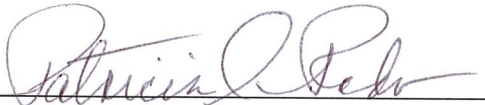
[District Seal]

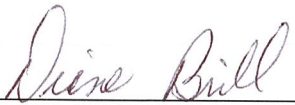
Attest: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

SIGNATURE PAGE

Executed by the BallenIsles Community Association, Inc. this 17 day of February, 2021.

By: 
Print: Patricia Rado,
Title: President

By: 
Print: Diane Brill
Title: Vice President & Treasurer



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
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

FROM: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 31 - BallenIsles Country Club
PGA Boulevard Entrance Guardhouse Replacement
Ratify Statement of Ownership & Designation of Authorized Agent and
Consider City of Palm Beach Gardens Financial Responsibility Form

Background

In 1995, Northern constructed and now owns the PGA Boulevard Guardhouse in BallenIsles Country Club. The Guardhouse is operated by the BallenIsles Community Association (BICA) and used to restrict access to the roads in the community. The Guardhouse structure is nearing the end of its useful life. In August 2020, Northern and BICA entered into an agreement wherein BICA will design and construct the replacement Guardhouse structure and Northern will purchase the newly constructed Guardhouse from BICA in accordance with the terms and conditions of that agreement.

BICA has prepared a new site plan for the replacement Guardhouse structure and seeks the approval of the City of Palm Beach Gardens (CITY). The CITY requires the owner of the property on which construction is to occur to accept financial responsibility for the CITY'S professional consulting expenses associated with the review of these matters. The City's Financial Responsibility Form is too broad to allow for Northern's execution without the Board's consideration. Northern's President executed the attached Consent prior to the regular February Board meeting in order to facilitate BICA's site plan application timeline.

Fiscal Impact

Pursuant to the terms and conditions of Northern's agreement, BICA is responsible for payment of the City's professional consulting fees resulting from the review of BICA's plans. However, in the event of non-payment by BICA, Northern is ultimately responsible for these fees.

Recommendation

Northern Staff and Consultants recommend the Board of Supervisors ratify the Statement of Ownership & Designation of Authorized Agent and authorize the execution of the City of Palm Beach Gardens Financial Responsibility Form.



Permit # _____

Financial Responsibility Form

The owner understands that all City-incurred professional fees and expenses associated with the processing of this application request are ultimately the responsibility of the owner. A security deposit shall be deposited in an interest-bearing account with any accrued interest to be retained by the City of Palm Beach Gardens.

The owner and/or designee shall be invoiced on a monthly basis for professional fees such as, but not limited to, consultant engineering services, legal services, advertising costs, and/or any other costs attributable to the processing of the permit for which the City incurred during the previous month. The owner and/or designee shall reimburse the City within thirty (30) days from date of invoice. If payment is not received, the City may utilize the security deposit for re-imbusement purposes. **All activities related to the pending permit(s) will cease until any outstanding invoices are paid.**

The owner/designee further understands that transfer of this responsibility shall require a completed form, signed and notarized by the responsible party, and delivered to the City Growth Management Department if the name and/or address of the responsible party changes at anytime during the application review process.

Owner signature

Date

Matthew J. Boykin, Pres, Board of Supervisors, NPBCID
Owner printed name

52-42-42-11-15-018-0000
Property Control Number

DESIGNEE/BILL TO:
Jason Bloom, GM, COO
BallenIsles Community Association, Inc.
303 BallenIsles Circle
Palm Beach Gardens, FL 33418

Designee Acceptance Signature
Jason Bloom, *General Manager*

NOTARY ACKNOWLEDGEMENT

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 _____, 2021, by Matthew J. Boykin, as President, for Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED
AGENT FOR THE REMOVAL AND RECONSTRUCTION OF THE
BALLENISLES PGA BOULEVARD GATEHOUSE

Before me, the undersigned authority, personally appeared MATTHEW J. BOYKIN, who being sworn on oath, deposes and says:

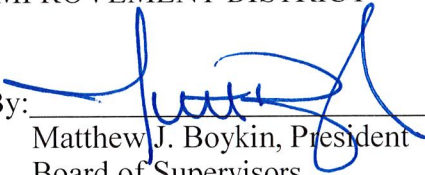
That he is the President of the Board of Supervisors for the Northern Palm Beach County Improvement District which is the owner of the BallenIsles Drive right-of-way (the "Property") lying within the BallenIsles Planned Community Development, as described in the Public Records of Palm Beach County, Florida, as:

Tract R-1, Plat One, Hansen-JDM as recorded in Plat Book 64, pages 67-81 of the Public Records of Palm Beach County, Florida.

1. That he is authorized to act on behalf of Northern Palm Beach County Improvement District with regard to the subject application; and
2. That Northern Palm Beach County Improvement District has entered into an agreement with the BallenIsles Community Association Inc. for the purchase of a new PGA Boulevard gatehouse; and
3. That BallenIsles Community Association Inc. is requesting approvals from the City of Palm Beach Gardens for site, architecture, landscape, and engineering plan modifications to allow the removal and reconstruction of the PGA Boulevard gatehouse within the Property; and
4. That Northern Palm Beach County Improvement District has appointed Anne Booth of Urban Design Studio, LLC to act as its Agent to assist in the BallenIsles Community Association, Inc.'s obtaining of the above-mentioned approvals from the City of Palm Beach Gardens; and
5. That Northern Palm Beach County Improvement District commits to allow the proposed removal and reconstruction of the PGA Boulevard gatehouse within the Property in accordance with the approvals granted by the City of Palm Beach Gardens ("City") and such conditions and safeguards as may be set by the City's Development Review Committee; and
6. That Northern Palm Beach County Improvement District commits to allow the demolition and re-construction of the PGA Boulevard gatehouse to take place according to the plans approved by the City, and to continue operating and maintaining such area, functions, and facilities as are not to be provided, operated or maintained by the City pursuant to written agreement; and
7. That Northern Palm Beach County Improvement District commits to bind any successors in title to the Property to any commitments made in the requested approvals; and
8. That the exercise and use of this Consent is subject to and conditioned upon the following:

- a. This Consent is personal and shall not be exercised by anyone besides Anne Booth of Urban Design Studio, LLC; and
- b. This Consent is granted only as to the specific Administrative Amendment application submitted by the BallenIsles Community Association Inc. to the City of Palm Beach Gardens for Administrative Approval of site, architecture, landscape and engineering plans to allow the demolition and re-construction of the PGA Boulevard gatehouse within the Property; and
- c. Except as set forth in the Application, no changes to the Application are permitted nor additional conditions to be imposed as to or upon the Property unless such change or additional condition is in writing and also signed by either O'Neal Bardin Jr., or Danvers Beatty, the Executive Director and Deputy Director, respectively, of the Northern Palm Beach County Improvement District; and
- d. Any other use of this Consent is prohibited and actions taken in reliance upon such prohibited use shall be null and void.

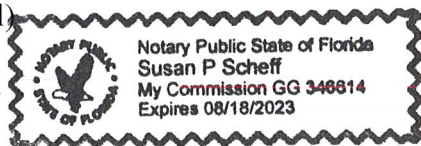
NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

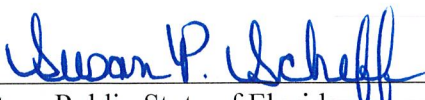
By: 
Matthew J. Boykin, President
Board of Supervisors

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of February, 2021, by Matthew J. Boykin, as President, for Northern Palm Beach County Improvement District.

(Notary Seal)




Notary Public State of Florida
SUSAN P. SCHEFF
Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

UNIT NO. 53 – ARDEN

STATUS REPORT



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

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

FROM: Katie Roundtree, Finance Director

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 53 - Arden
Consider Resolution Approving Third Amendment to Agreement for
Underwriting Services with MBS Capital Markets, LLC (2021-04)

Background

In 2015, Northern issued \$24,785,000 in bonds (the Series 2015 bonds) to fund the construction of the Plan of Improvements for Unit of Development No. 53. Northern's Board appointed MBS Capital Markets, LLC (MBS) as managing underwriter for the Series 2015 bond sale. Initially, the Board also appointed Stifel as co-manager; however, Stifel resigned from the job due to the size of the bond sale. In August 2018, the Board approved a Second Amendment to the MBS Agreement to serve as Northern's underwriter for the Series 2018 bond sale. The Dodd-Frank Wall Street Reform and Consumer Protection Act requires the issuer and the underwriter to enter into an agreement identifying the obligation and rights of each party. Attached is the initial Agreement for Underwriting Services as well as a Resolution adopting a Third Amendment to the Agreement to serve for the Series 2021 bond sale. The initial Agreement contains the required disclosure language from the underwriter, MBS to the Board.

Fiscal Impact

The third bond issue for this Unit is projected to be approximately \$10.6 million in principal, producing a construction account deposit of approximately \$9.3 million. The proposed agreement states that the underwriters will be paid a fee equal to 1.75% of the par amount of the bonds or approximately \$185,500. That fee will be generated from the sale of the bonds.

Recommendation

Northern's Staff and consultants recommend approval of the Resolution No. 2021-04 and Third Amendment to the Agreement for Underwriting Services with MBS Capital Markets, LLC.



MBS CAPITAL MARKETS, LLC

STIFEL

**AGREEMENT FOR UNDERWRITING SERVICES
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**

July 22, 2015

Board of Supervisors
Northern Palm Beach County Improvement District

Dear Supervisors:

MBS Capital Markets, LLC and Stifel, Nicolaus & Company, Incorporated (the "Underwriters") offer to enter into this agreement (the "Agreement") with the Northern Palm Beach County Improvement District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriters. The District is proposing to issue one or more series of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements for its Unit of Development No. 53 including its Series 2015 Bonds to acquire and/or construct the initial phase of public infrastructure for Unit of Development No. 53 that may include, without limitation, roads, water, sewer and storm water management improvements. This Agreement will cover the engagement for the Series 2015 Bonds and will be supplemented for future bond issuances.

1. **Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriters for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular of municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.



MBS CAPITAL MARKETS, LLC

STIFEL

- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.
2. **Fees:** The Underwriters will be responsible for their own out-of-pocket expenses including the payment of Underwriters' Counsel. Any fees payable to the Underwriters will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 1.75% of the par amount of Bonds issued.
 3. **Termination:** Both the District and the Underwriters will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
 4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriters and their counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
 5. **Notice of Meetings:** The District shall provide timely notice to the Underwriters for all regular and special meetings of the District. The District will provide, in writing, to the Underwriters, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriters' input.
 6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same.



MBS CAPITAL MARKETS, LLC

STIFEL

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriters' Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

Sincerely,
MBS Capital Markets, LLC

Stifel, Nicolaus & Company, Incorporated

Brett Sealy
Managing Partner

Pamela Holton-Byrd
Director

Approved and Accepted By:

Title:

President

Date:

07/22/15

cc: O'Neal Bardin, Jr., Executive Director, Northern Palm Beach County Improvement District
Katie Brunk, Finance Director, Northern Palm Beach County Improvement District
Clark Bennett, Financial Advisor, Spectrum Municipal Securities, Inc.
Kenneth Edwards, Issuer's Counsel, Caldwell Pacetti Edwards Schoech & Viator LLP
Warren Bloom, Underwriters' Counsel, Greenberg Traurig, P.A.
Julio Aponte, Underwriters' Counsel, Greenberg Traurig, P.A.



MBS CAPITAL MARKETS, LLC

STIFEL

EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosure Concerning the Underwriter's Compensation

Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or an incentive to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including



MBS CAPITAL MARKETS, LLC

STIFEL

payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT APPROVING A THIRD AMENDMENT TO THE JULY 22, 2015 UNDERWRITING AGREEMENT, AS PREVIOUSLY MODIFIED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 22, 2015, the Board of Supervisors (the "Board") of Northern Palm Beach County Improvement District ("Northern") entered into an underwriting agreement (the Underwriting Agreement") with MBS Capital Markets, LLC and Stifel Nicolaus & Company, Incorporated, relating to Water Control and Improvement Bonds, Unit of Development No. 53, Series 2015 (the "Series 2015 Bonds"); and

WHEREAS, Stifel Nicolaus & Company, Incorporated, thereafter resigned as an underwriter for the Unit of Development 53, Series 2015 Bonds; and

WHEREAS, on November 18, 2015, Resolution 2015-30 was adopted by the Board and therein specified that MBS Capital Markets, LLC was to be the sole underwriter for said Series 2015 Bonds; and

WHEREAS, on August 22, 2018, Resolution No. 2018-13 was adopted by the Board and therein specified that MBS Capital Markets, LLC was to be the sole underwriter for said Series 2018 Bonds; and

WHEREAS, Northern is considering the sale of another series of bonds (the "Series 2021 Bonds") for Unit of Development No. 53 and wishes to continue the engagement of MBS Capital Markets, LLC under the Underwriting Agreement as the sole underwriter for such sale, if any, of the Series 2021 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Northern Palm Beach County Improvement District that:

Section 1. Amendment to Underwriting Agreement. The Underwriting Agreement, as previously modified, is hereby amended in accordance with the terms and provisions of the Third Amendment to Underwriting Agreement that is attached hereto and identified as Exhibit "A".

Section 2. Authorized Signatories. The President and any other Board of Supervisor is hereby authorized to execute the Third Amendment to Underwriting Agreement, a true and correct copy of which is attached hereto and identified as Exhibit "A".

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this ____ day of _____, 2021.

[District Seal]

President, Board of Supervisors

Assistant Secretary, Board of Supervisors

EXHIBIT "A"

THIRD AMENDMENT TO AGREEMENT FOR
UNDERWRITING SERVICES BETWEEN
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
AND
MBS CAPITAL MARKETS, LLC

This Third Amendment (the "Third Amendment") to the Underwriting Agreement shall be effective as of the ___ day of _____, 2021 and is being entered into by and between Northern Palm Beach County Improvement District, 359 Hiatt Drive, Palm Beach Gardens, FL 33418, ("Northern") and MBS Capital Markets, LLC, 152 Lincoln Avenue, Winter Park, FL 32789, ("Underwriter").

WHEREAS, on July 22, 2015 Northern entered into an agreement for underwriting services (the "Underwriting Agreement") with MBS Capital Markets, LLC and Stifel, Nicolaus and Company, Inc. in order to transact the sale of one or more series of bonds for Unit of Development No. 53; and

WHEREAS, on October 28, 2015, Northern adopted Resolution No. 2015-29, which Resolution specified that MBS Capital Markets, LLC and Stifel, Nicolaus and Company, Inc. were to be the underwriters for the Unit No. 53 Water Control and Improvement Bonds, Unit of Development No. 53, Series 2015; and

WHEREAS, on November 18, 2015, Northern adopted Resolution No. 2015-30 wherein it was acknowledged that Stifel, Nicolaus and Company, Inc. had resigned as an underwriter of the Unit No. 53, Series 2015 Bonds and said further Resolution directed that MBS Capital Markets, LLC was to be the sole underwriter for such Series of Bonds; and

WHEREAS, on August 22, 2018, Resolution No. 2018-13 was adopted by the Board and therein specified that MBS Capital Markets, LLC was to be the sole underwriter for said Series 2018 Bonds; and

WHEREAS, Northern is considering the sale of another series of bonds (the "Series 2021 Bonds") for Unit of Development No. 53 and wishes to continue the engagement of MBS Capital Markets, LLC under the Underwriting Agreement as the sole underwriter for such sale, if any, of the Series 2021 Bonds.

NOW THEREFORE, the parties hereto do hereby agree as follows:

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

Section 2. AMENDMENT TO UNDERWRITING AGREEMENT. The Underwriting Agreement, while elapsed, is hereby reinstated, extended, amended and supplemented to reflect that the engagement of MBS Capital Markets, LLC is hereby continued for the provision of underwriting services for the Series 2021 Bonds that may be sold for Northern's Unit of Development No. 53, provided such underwriting services shall be subject to the terms and provisions of the Underwriting Agreement, as previously amended, and any award resolution hereinafter approved for such Series 2021 Bonds.

Section 3. RESTATEMENT. Except as otherwise herein amended, the terms and provisions of the Underwriting Agreement, as previously amended, shall continue in full force and effect.

Section 4. DISCLOSURE. By execution of this Third Amendment the parties acknowledge the provision and receipt of the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17, a true and correct copy of which is attached as Exhibit "A" to the Underwriting Agreement.

Section 5. COUNTERPARTS. This Third Amendment may be executed in multiply counterparts, all of which together represent one and the same instrument.

Section 6. EFFECTIVE DATE. This Third Amendment shall be effective as of the date that both of the parties hereto have executed this instrument.

Executed by NORTHERN this ____ day of _____, 2021.

Northern Palm Beach County Improvement District

[SEAL]

ATTEST:

By: _____

Assistant Secretary

Print Name: _____

Title: _____

Executed by UNDERWRITER this ____ day of _____, 2021.

MBS Capital Markets, LLC

By: _____

Print Name: _____

Title: _____



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
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

FROM: Katie Roundtree, Finance Director

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 53 – Arden
Consider Delegated Award Resolution (2021-05)

Background

On June 24, 2015, the Board of Supervisors adopted Resolution No. 2015-22, a General Bond Resolution authorizing the issuance of \$65,811,822.30 aggregate principal amount of Water Control and Improvement Bonds for Unit of Development No. 53. The Series 2015 bonds were sold with a principal amount of \$24,785,000 and the project funds were spent on phase one improvements within the Development. The Series 2018 bonds were sold with a principal amount of \$10,975,000 and the project funds were spent on phase two improvements within the Development. The project has progressed to the point where more funds are necessary to complete the third and final phase of construction in the Arden Development.

The Landowner, Staff and Northern's Consultants have determined that a third series of bonds, Unit of Development No. 53, Series 2021, is authorized under the Bond Resolution in the aggregate principal amount of not to exceed \$14,000,000, to provide for the continued funding for the Project. In order to proceed, a Supplemental Resolution (2021-05) authorizing the issuance of the Series 2021 bonds must be adopted.

Northern will then publish the Preliminary Official Statement, so that MBS Capital Markets, the designated underwriter for this series of bonds, can begin to market the bonds. With the Board's approval of the attached Resolution No. 2021-05, it is anticipated the bond closing will occur during March 2021. The distribution of the Preliminary Official Statement will occur after the appeal period for the Plan of Improvements and Report of Engineer runs out on February 27, 2021.

Resolution No. 2021-05 authorizes the sale of the bonds and the preparation of the Preliminary Official Statement. The Resolution also delegates to certain officials of the District the authority to specify the amount, date, interest rates, maturity dates, and prepayment or redemption provisions for the Series 2021 Bonds.

Fiscal Impact

There is no immediate fiscal impact; however, adoption of this Resolution will continue the process of issuing a third series of bonds for Unit of Development No. 53.

Recommendation

Northern Staff and Consultants recommend Northern's Board of Supervisors adopt the attached Delegated Award Resolution No. 2021-05.

RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$14,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF THE DISTRICT'S WATER CONTROL AND IMPROVEMENT BONDS, UNIT OF DEVELOPMENT NO. 53, SERIES 2021; PROVIDING A METHOD TO DETERMINE THE PRINCIPAL AMOUNT, INTEREST RATES, MATURITY SCHEDULE AND REDEMPTION PROVISIONS FOR SUCH SERIES 2021 BONDS; PROVIDING A METHOD FOR AWARDDING THE SALE OF SERIES 2021 BONDS TO THE UNDERWRITER AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; AUTHORIZING THE PREPARATION AND USE OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT AND A BOND PURCHASE AGREEMENT; SUPPLEMENTING CERTAIN PROVISIONS OF RESOLUTION NO. 2015-22 OF THE DISTRICT; AUTHORIZING AND DIRECTING CERTAIN OFFICIALS OF THE DISTRICT TO TAKE ALL ACTION REQUIRED IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2021 BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2021 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 24, 2015, the Board of Supervisors (the "Board") of Northern Palm Beach County Improvement District (the "Issuer") adopted Resolution No. 2015-22, a General Bond Resolution (the "Bond Resolution") authorizing the issuance in one or more series of not to exceed \$65,811,822.30 aggregate principal amount of Water Control and Improvement Bonds, Unit of Development No. 53 of the Issuer; and

WHEREAS, pursuant to the Bond Resolution, prior to the issuance of a series of Bonds thereunder there is to be adopted by the Issuer a Supplemental Resolution or Resolutions authorizing the issuance of such series of Bonds and fixing the details thereof; and

WHEREAS, the Issuer has determined to authorize its Water Control and Improvement Bonds, Unit of Development No. 53, Series 2021 (the "Series 2021 Bonds") under the Bond Resolution in the aggregate principal amount of not to exceed \$14,000,000.00, as further provided herein, in order to provide financing of the Project (as defined in the Bond Resolution); and

WHEREAS, the Issuer expects to receive an offer to purchase the Series 2021 Bonds from MBS Capital Markets, LLC (the "Underwriter") in the form of a Bond Purchase Agreement (the "Bond Purchase Agreement") among the Issuer, the Underwriter and Highland Dunes Associates Property LLC (referred to herein as the "Landowner"); and

WHEREAS, the Issuer desires to authorize the sale of the Series 2021 Bonds to the Underwriter pursuant to the terms and provisions of the Bond Purchase Agreement (as completed pursuant to the authority hereinafter granted); and

WHEREAS, it is necessary and desirable to authorize the preparation and utilization of a Preliminary Official Statement and to authorize the preparation, execution and delivery of an Official Statement in connection with the issuance of the Series 2021 Bonds; and

WHEREAS, it is necessary and desirable to delegate to certain officials of the Issuer the authority to specify the amount, the date, the interest rates, maturity dates, and prepayment or redemption provisions for the Series 2021 Bonds; and

WHEREAS, the issuance of the Series 2021 Bonds and their sale to the Underwriter will, in the judgment of the Issuer, serve a public purpose and in all respects conform to the provisions and requirements of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Northern Palm Beach County Improvement District that:

Section 1. Authority for this Resolution; Definitions. This Resolution is adopted pursuant to the provisions of the Act and the Bond Resolution. Terms used herein and not otherwise defined herein shall have the meanings ascribed thereto by the Bond Resolution.

Section 2. Authorization of Bonds. The Series 2021 Bonds are hereby authorized to be issued under and pursuant to Section 2.02 of the Bond Resolution in the aggregate principal amount of not to exceed \$14,000,000.00.

Section 3. Terms of the Series 2021 Bonds.

(a) Amounts, Maturities, Interest Rates. The Series 2021 Bonds shall be issued in denominations of \$5,000 and integral multiples thereof, shall be numbered consecutively from R-1 upward, and shall be in the form of the Bond attached to the Bond Resolution as Exhibit A, with such changes as may be approved by the hereinafter specified delegated officers of the Issuer executing the Series 2021 Bonds, such execution to be conclusive evidence of such approval. The Series 2021 Bonds shall be issued on such date, shall be dated such date, and shall bear interest from such date, payable on the first day of February and August of each year (the "Interest Payment Dates"), commencing on such date, shall be issued in an aggregate principal amount not to exceed the amount described in Section 2 hereof, shall bear interest at the rates per annum, computed on the basis of a 360-day year consisting of twelve thirty day months, shall be subject to optional and or mandatory redemption and shall mature on August 1 of the years, as to be set forth in a certificate in the form attached hereto as Exhibit A (the "Certificate Establishing the Bond Terms") completed and signed by the President, and in the absence or inability to act of the President, any other member of the Board, all of whom are hereby specified as the District's delegated officers, provided, however, that the interest rate on the Series 2021 Bonds shall not exceed the maximum lawful rate and the final maturity date of the Series 2021 Bonds shall not be later than August 1,

2056. The President, and in the absence of the President, any other member of the Board, are, jointly and severally, authorized to determine the details of the Series 2021 Bonds within the parameters set forth above, and upon such determination to execute the Certificate Establishing the Bond Terms, appropriately modified and completed with the details of the Series 2021 Bonds, thereby conclusively establishing such details.

Series 2021 Bonds issued in exchange for or upon the registration of transfer of any Series 2021 Bonds on or after the first Interest Payment Date thereon shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless the date of such authentication shall be an Interest Payment Date to which interest on the Series 2021 Bonds has been paid in full or duly provided for, in which case such Series 2021 Bonds shall bear interest from such Interest Payment Date, provided that any Series 2021 Bond issued in exchange for or upon the transfer of any Series 2021 Bond on or after a Record Date and before the Interest Payment Date next succeeding such Record Date shall bear interest from such Interest Payment Date; provided further that if, as shown by the records of the Trustee, interest on the Series 2021 Bonds shall be in default, a Series 2021 Bond issued in exchange for or upon the registration of transfer of a Series 2021 Bond shall bear interest from the date to which accrued interest has been paid in full on such Series 2021 Bond, or if no interest has been paid on the Series 2021 Bonds, from the dated date of such Series 2021 Bonds.

On each Interest Payment Date, interest accruing on the Series 2021 Bonds from and including the preceding Interest Payment Date (or the dated date of the Series 2021 Bonds, as the case may be), to but not including such Interest Payment Date shall be due and payable. Interest will be paid by check or draft mailed on the Interest Payment Date by the Trustee to the registered Owners as of the close of business at the Principal Office of the Trustee on the Record Date; provided, however, that upon the written request of and at the expense of any Owner of at least \$1,000,000 principal amount of Series 2021 Bonds (or of all Series 2021 Bonds if less than \$1,000,000 shall be unpaid), interest will be paid to such Owner by wire transfer to a bank account specified in such written request. Principal, and premium, if any, of Series 2021 Bonds is payable when due upon presentation and surrender of Series 2021 Bonds at the Principal Office of the Trustee.

(b) Reserve Fund Requirement. The Reserve Fund Requirement for the Series 2021 Bonds shall be as set forth in the completed and executed Certificate Establishing the Bond Terms for the Series 2021 Bonds.

Section 4. Continuing Disclosure. The Issuer agrees, in accordance with the provisions of, and to the degree necessary to comply with, the secondary market disclosure requirements of Securities and Exchange Commission Rule 15c2-12 (the "Rule"), to file with the MSRB (hereinafter defined) in an electronic format and with such identifying information as prescribed by the MSRB:

(a) the following annual financial information and operating data (the "Annual Information"), commencing with the Fiscal Year ended September 30, 2020:

(i) Updates of the financial information and operating data of the type set forth in the final Official Statement for the Series 2021 Bonds, including updates of the historical assessment levy and collection rates and assessed valuation data, in a form which is generally consistent with the presentation of such information in the final Official Statement for the Series 2021 Bonds; and

(ii) Audited financial statements with respect to the Issuer utilizing generally accepted accounting principles for local governments.

The information in clauses (i) and (ii) above will be available for each Fiscal Year on or prior to the next September 30 following the end of such Fiscal Year, and will be made available, in addition to the MSRB, to each Owner and beneficial owner of the Series 2021 Bonds who requests such information in writing (the District may assume that any person purporting to be an Owner or beneficial owner is an Owner or a beneficial owner for the purpose of this sentence). The financial statements referred to in clause (ii) above may be available separately from the information in clause (i) above and will be provided by the Issuer as soon as practical after acceptance of such statements from the auditors by the Issuer; if not available within one year after the end of the Fiscal Year, unaudited information will be provided in accordance with the time frame set forth above and audited financial statements will be provided as soon after such time as they become available;

(b) in a timely manner not in excess of ten Business Days after the event, notice of occurrence of any of the following events with respect to the Series 2021 Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2021 Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of holders of the Series 2021 Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution or sale of any property securing repayment of the Series 2021 Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar proceeding of the Issuer. For purposes of this clause (xii), any such event shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or

federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

(xiii) mergers, consolidations, or acquisitions of the Issuer, the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent, if material;

(xv) incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties;

(c) in a timely manner, to the MSRB, notice of its failure to provide the Annual Information with respect to itself on or prior to September 30 following the end of the preceding Fiscal Year.

For purposes of this Section 4, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

For purposes of this Section 4, "MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

The foregoing covenants of this Section 4 shall run to the benefit of the Owners and the beneficial owners of Series 2021 Bonds owned in book-entry format. However, failure to meet the covenants set forth in this Section 4 shall not be deemed to constitute an Event of Default or a breach of any other covenant under this Resolution or the Bond Resolution, and the sole remedy for such a default or breach shall be as described in the next paragraph.

Any Owner or any beneficial owner may either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights granted or contained in this Section 4 and may enforce and compel the performance of all duties required by this Section 4 to be performed by the Issuer or by any officers thereof.

Notwithstanding any other provision of this Resolution or the Bond Resolution, this Section 4 may be amended only as follows: (a) the amendment may only be made in connection

with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer or the type of business conducted by the Issuer; (b) the provisions of this Section 4, as so amended, would have complied with the requirements of Rule 15c2-12 of the Securities and Exchange Commission as in effect as of the date of issuance of the Series 2021 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (c) the amendment does not materially impair the interest of the Owners and/or beneficial owners as determined by an opinion of Bond Counsel delivered to the Issuer, or by approving vote of the Owners or beneficial owners of a majority in principal amount of the Outstanding Series 2021 Bonds at the time of the amendment. In the event of any amendment hereto, the annual financial information provided subsequent to such amendment shall explain, in narrative form, the reasons for the amendment and the impact of the change, if any, in the type of operating data or financial information being provided by the Issuer. If the amendment affects the accounting principles to be followed in preparing financial statements of the Issuer, the annual financial information for the year in which the change is made must present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison must include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles must be sent to the MSRB.

Section 5. Trustee. The President, and in the absence or inability to act of the President, any other member of the Board, are, jointly and severally, authorized and directed for and in the name of the Issuer to execute and deliver a Trustee Agreement (the "Trustee Agreement") between the Issuer and the Trustee, in such form as shall be approved by the official executing the same consistent with this Resolution and the terms of the Act, with such execution to constitute conclusive evidence of such approval.

Section 6. Authority to Award the Series 2021 Bonds. The Issuer hereby determines that a negotiated sale of the Series 2021 Bonds is in the best interest of the Issuer and the citizens and inhabitants of the Issuer by reason of the volatility of the market for bonds such as the Series 2021 Bonds.

Upon establishment of the terms of the Series 2021 Bonds pursuant to Section 3 hereof, the President, and in the absence or inability to act of the President, any other member of the Board, are, jointly and severally, authorized to award the Series 2021 Bonds to the Underwriter at a price of not less than 98.25% of the par amount of the Series 2021 Bonds, exclusive of any original issue discount or original issue premium. The Underwriter must limit the initial offering of the Series 2021 Bonds to Accredited Investors (as defined in Regulation D (17 C.F.R 230.501) of the Securities and Exchange Commission. Upon the award of the sale of the Series 2021 Bonds to the Underwriter, the President, and in the absence or inability to act of the President, any other member of the Board, are, jointly and severally, authorized and directed for and in the name of the Issuer to execute and deliver the Bond Purchase Agreement among the Issuer, the Landowner and the Underwriter, in such form as shall be approved by the official executing the same consistent with this Resolution and the terms of the Act, with such execution to constitute conclusive evidence of

such approval by the Issuer, provided that the Bond Purchase Agreement shall include the agreement of the Underwriter to limit the initial offering of the Series 2021 Bonds to Accredited Investors as aforesaid. Prior to the execution by the Issuer of the Bond Purchase Agreement, the Underwriter shall have filed with the Issuer the disclosure statement required by Section 218.385(6), Florida Statutes, and the competitive bidding for the Series 2021 Bonds is hereby waived pursuant to the authority of Section 218.385(1), Florida Statutes.

Section 7. Preliminary and Final Official Statements. The Issuer hereby authorizes the President or Executive Director, jointly and severally, to approve the final form of a Preliminary Official Statement for the Series 2021 Bonds and to "deem final" the Preliminary Official Statement for purposes of Securities and Exchange Commission Rule 15c2-12, and upon such deeming, authorizes the utilization of the Preliminary Official Statement in connection with the offering of the Series 2021 Bonds. The Issuer hereby authorizes the preparation of a final Official Statement relating to the Series 2021 Bonds, which shall be in the form of the Preliminary Official Statement with such changes, alterations and corrections therein as may be approved by the delegated officer of the Issuer executing the same, with such approval to be conclusively established by such execution, and the President, and in the absence or inability to act of the President, any other member of the Board, are, jointly and severally, hereby authorized and directed for and in the name of the Issuer to execute and deliver the Official Statement, as hereby authorized.

Section 8. Application of Bond Proceeds; Costs of Issuance. The proceeds from the sale of the Series 2021 Bonds shall be applied for deposit to the funds and accounts established pursuant to the Bond Resolution, and shall be used to pay such costs of issuance of the Series 2021 Bonds, all as provided in the Certificate Establishing the Bond Terms, appropriately completed for the Series 2021 Bonds, and the President, and in the absence or inability to act of the President, any other member of the Board, are, jointly and severally, authorized and directed to conclusively establish such application of the proceeds from the sale of the Series 2021 Bonds by signing the Certificate Establishing the Bond Terms.

Section 9. Execution and Delivery of the Bonds. The President and Secretary are hereby authorized and directed on behalf of the Issuer to execute the Series 2021 Bonds as provided in the Bond Resolution and this Resolution, and such officials are hereby authorized and directed upon the execution of the Series 2021 Bonds in the form and manner set forth in this Resolution and in the Bond Resolution to deliver the Series 2021 Bonds in the amount authorized to be issued hereunder to the Trustee for authentication and delivery to or upon the order of the Underwriter upon payment of the purchase price set forth in the Certificate Establishing the Bond Terms for the Series 2021 Bonds as completed pursuant to the provisions of this Resolution.

Section 10. Authorizations. The Supervisors, Secretary and Executive Director of the Issuer are hereby jointly and severally authorized to do all acts and things required of them by this Resolution, the Bond Resolution and the Bond Purchase Agreement, or desirable or consistent with the requirements hereof or thereof, for the full, punctual and complete performance of all terms, covenants and agreements contained in the Series 2021 Bonds, the Bond Resolution, this Resolution, the Trust Agreement and the Bond Purchase Agreement. Any and all Supervisors are hereby authorized to execute, publish, file and record such other documents, instruments, notices,

and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and the Bond Resolution.

Section 11. Resolution to Constitute a Contract. In consideration of the purchase and acceptance of the Series 2021 Bonds authorized to be issued hereunder by those who shall be the Owners thereof from time to time, this resolution shall constitute a contract between the Issuer and such Owners, and all covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit and security of all of the Owners.

Section 12. No Implied Beneficiary. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2021 Bonds is intended or shall be construed to give any person other than the Issuer, the Trustee, the Underwriter and the Owners, any legal or equitable right, remedy or claim under or with respect to this Resolution, or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Trustee, the Underwriter and the Owners.

Section 13. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatsoever, unless the same shall materially and adversely affect the obligations of the Issuer otherwise set forth herein.

Section 14. Repealer. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of any such conflict, hereby superseded and repealed.

Section 15. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 24th day of February, 2021.

President, Board of Supervisors

(SEAL)

Attest:

Ass't. Secretary, Board of Supervisors

EXHIBIT A

CERTIFICATE ESTABLISHING TERMS OF THE SERIES 2021 BONDS

I. (a) Issue Date:

(b) Amounts, Maturities and Interest Rates:

<u>Amount</u>	<u>Maturity</u> <u>(August 1)</u>	<u>Interest Rate</u>
---------------	--------------------------------------	----------------------

(c) Optional Redemption. The Series 2021 Bonds are not subject to redemption at the option of the Issuer prior to August 1, ____, except as described below. The Series 2021 Bonds are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on any date on or after August 1, ____ at the redemption price equal to the principal amount being redeemed, plus accrued interest thereon to the date of redemption.

(d) Extraordinary Optional Redemption at Par. In the event there are funds in the Series 2021 Account of the Project Fund upon completion of the Improvements, or which the District in its sole discretion at any time determines are not necessary or desirable for completion of the Improvements, the Trustee shall, at the direction of the District, first deposit such funds in the Series 2021 Account of the Reserve Fund to the extent of any deficiency therein, and any remaining amount shall be deposited in the Series 2021 Account of the Bond Fund and used to pay debt service on the Series 2021 Bonds, and may at the option of the District be used to redeem Series 2021 Bonds, prior to maturity, in whole or in part at any time, at a price equal to the principal amount thereof plus accrued interest to the date of redemption. The Series 2021 Bonds to be redeemed pursuant to such redemption will be selected from each maturity of the Series 2021 Bonds on a reasonably proportionate basis, based upon the ratio of the outstanding principal amount of each such maturity to the outstanding principal amount of all Series 2021 Bonds.

(e) Mandatory Redemption of Term Bonds. The Series 2021 Bonds maturing on August 1, ____ shall be subject to mandatory redemption (except for the final installment due at maturity, which is not a redemption) in part by the Issuer at a redemption price equal to the unpaid principal amount thereof plus accrued interest thereon to the redemption date, on August 1 in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
*	\$
<hr style="width: 20%; margin: 0 auto;"/>	
*Maturity	

The Series 2021 Bonds maturing on August 1, ____ shall be subject to mandatory redemption (except for the final installment due at maturity, which is not a redemption) in part by the Issuer at a redemption price equal to the unpaid principal amount thereof plus accrued interest thereon to the redemption date, on August 1 in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
*	\$
<hr style="width: 20%; margin: 0 auto;"/>	
*Maturity	

If as of any date the Issuer shall have discharged, whether through purchase for cancellation, redemption or otherwise, Series 2021 Bonds of a maturity in excess of the aggregate mandatory redemption requirements to but not including such date, such excess of Series 2021 Bonds of such maturity so discharged and not previously applied as a credit as described in this paragraph shall be credited over such of the remaining mandatory redemption dates for such Series 2021 Bonds as the Issuer shall determine, and shall reduce the amount of such Series 2021 Bonds of such maturity otherwise subject to mandatory redemption on such date(s). Provided, however, that no such excess shall be credited to the amount of Series 2021 Bonds subject to mandatory redemption on a particular August 1 after the selection of Series 2021 Bonds to be redeemed on such date has been made.

(f) Sale Price to Underwriter: \$ _____ (par, minus underwriter's discount of \$ _____, minus original issue discount of \$ _____ plus original issue premium of \$ _____).

(g) Application of Proceeds of Series 2021 Bonds:

Deposit to Series 2021 Account of Bond Fund -	\$ _____
Deposit to Series 2021 Account of Reserve Fund -	\$ _____
Deposit to Series 2021 Account of Project Fund -	\$ _____
Deposit to Series 2021 Account of Cost of Issuance Fund -	\$ _____

(h) Costs of Issuance to be paid from the Series 2021 Account of Cost of Issuance Fund:



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
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

FROM: Katie Roundtree, Finance Director

THROUGH: O’Neal Bardin Jr., Executive Director

RE: General
Consider Financial Advisor Agreement with Hilltop Securities, Inc.

Background

In 2009, Northern entered into an agreement with Spectrum Municipal Services to serve as Financial Advisor and Municipal Advisor for the District. The principal in the firm, Mr. Clark Bennett, retired and the firm no longer exists. Northern has recently been presented with several bond refunding opportunities and now requires the services of a new Financial Advisor to review the refunding alternatives.

The Village of Tequesta recently issued a Request for Proposals (RFP) for Financial Advisor services and subsequently entered into an agreement with Hilltop Securities, Inc. After reviewing the responses to Tequesta’s RFP, Staff determined that a “piggybacking agreement” using the Village of Tequesta’s agreement with Hilltop Securities, Inc. would be the most efficient way to engage a Financial Advisor.

Attached is an Agreement for Financial Advisor Services drafted by legal counsel, including the Financial Advisor Agreement for the Village of Tequesta as an exhibit to the Agreement.

Fiscal Impact

Fees are paid either from debt proceeds or on an hourly basis, as needed, from budgeted maintenance funds. The fee proposal is reasonable when compared to Tequesta’s other RFP responses and the prior agreement with Spectrum Municipal Services.

Recommendation

Northern Staff and Consultants recommend approval of the Financial Advisor Agreement with Hilltop Securities, Inc.

FINANCIAL ADVISOR SERVICES AGREEMENT

THIS FINANCIAL ADVISOR SERVICES AGREEMENT (the “Agreement”) shall be dated as of the ____ day of _____, 2021, and is being entered into by and between the Northern Palm Beach County Improvement District, an independent special district of the State of Florida, whose office address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33414 (hereinafter referred to as the “Client”) and Hilltop Securities Inc., a Delaware corporation authorized and registered to do business in Florida, whose office address is 450 S. Orange Avenue, Suite 460, Orlando, Florida 32801 (hereinafter referred to as the “Advisor”).

W I T N E S S E T H

WHEREAS, the Client desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the Advisor; to have the Advisor undertake certain duties and responsibilities; and to perform certain services as a financial advisor on behalf of the Client, as provided herein; and

WHEREAS, the Advisor recently entered into a Financial Advisory Services Agreement with the Village of Tequesta, a Florida municipal corporation (the “Tequesta Agreement”) under which the Advisor has agreed to provide advisory services of the kind and nature desired by the undersigned Client, a copy of said Tequesta Agreement being attached hereto, marked “Exhibit “A” and by this reference made a part hereof; and

WHEREAS, the Tequesta Agreement resulted from a public bid and award following publication by the Village of Tequesta of its Request for Proposal #2020-130/01; and

WHEREAS, in accordance with the provisions of Section 189.053, Florida Statutes, the Client’s Board of Supervisors authorized the Client to “piggyback” off of the existing Tequesta Agreement; and

WHEREAS, the Advisor by execution of this Agreement has consented to the Client piggybacking off of the Tequesta Agreement; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound, 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. TERM OF AGREEMENT.

The term of this Agreement shall be on an annual fiscal year renewal basis of October 1 through September 30 for up to a total of five (5) fiscal years, except that the first fiscal year of the Agreement shall be a short fiscal year commencing on the Agreement's Effective Date. Each of the subsequent four annual renewal options may be exercised annually at the sole discretion of the Client with notice of such renewal to be provided by no later than September 15th of each year.

Further, the term of this Agreement shall not be affected by any non-renewal or termination of the Tequesta Agreement.

Section 3. SERVICES OF ADVISOR.

The Client hereby engages the Advisor to serve as a municipal advisor pursuant to Section 15(a)(2) of the Securities Exchange Act of 1934 for the term of this Agreement and the Advisor accepts such engagement. In connection therewith, the Advisor will provide such financial advisor services as or when requested by the Client in order to address and satisfy; (a) the requirements and provisions of Sections 189.051 and 218.385, Florida Statutes and (b) such other financial services as may pertain to existing or future bonds, bank loans or financial obligations of the Client, including the refinancing or refunding thereof, which individually or together are hereinafter referred to as the "Service" or "Services."

Section 4. COMPENSATION.

(a) For Services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor in accordance with the provisions of Article 3 of the Tequesta Agreement except that the parties have agreed that the retainer option contained therein has not been chosen and is not applicable to this Agreement.

(b) The Advisor shall timely bill the Client for Services performed under this Agreement, and for verification purposes said bill shall include the computational details reflecting how the fee was calculated. The Client shall pay the Advisor the amounts payable pursuant to this Agreement and once submitted by an Advisor's invoice, no later than the 15th day of the month following the month during which the Advisor's invoice was received, subject, however, to the Florida Prompt Payment Act, as amended from time to time.

(c) If and to the extent that the Client shall request the Advisor to render services other than those specified in this Agreement, such additional services shall be identified, described and compensated separately on terms to be mutually agreed upon in writing between the Advisor and Client, including by purchase order.

Section 5. EXPENSES.

(a) The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities,

investment advisory facilities, and executive and supervisory personnel for the provision of its Services.

(b) Except as expressly provided otherwise herein, the Client shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the Client's independent auditors, underwriters and legal counsel, if any, brokerage, and other expenses connected with the matters for which Services are requested of the Advisor by the Client.

Section 6. REGISTERED ADVISOR; DUTY OF CARE.

The Advisor hereby represents it is a registered municipal advisor pursuant to Section 15(b)(2) of the Securities and Exchange Act of 1934. The Advisor shall immediately notify the Client, in writing by overnight service such as Federal Express or by email, if at any time during the term of this Agreement it is not so registered or if one or more of its registrations are revoked or suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose penalties under certain circumstances on persons who are required to act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client or the Advisor may have under any federal securities laws.

Section 7. ADVISOR'S OTHER CLIENTS.

The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to that given to the Client. Regardless of the foregoing, the Advisor shall not take any actions that would create a conflict of interest in acting on behalf of the Client herein.

Section 8. TERMINATION.

This Agreement may be terminated by either party in accordance with the following:

(a) For "without cause" by provision of thirty (30) calendar days advance written notice to the other party.

(b) For "with cause" immediately upon the provision of written notice to the other party.

(c) The Advisor shall transfer all books, records, reports, working drafts, maps and data pertaining to the Services in hard copy and compatible electronic format to the Client within fourteen (14) calendar days from the date of the written notice of termination. This requirement shall also be applicable to expiration of this Agreement.

Section 9. FORCE MAJEURE.

The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the Services which it renders under this Agreement which result from events

beyond its control, including interruption of the business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

Section 10. DISCIPLINARY ACTIONS.

The Advisor shall promptly give notice to the Client if the Advisor shall be changed or have been found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other agency or department of the United States, any registered securities exchange, FINRA, or any regulatory authority of any state.

Section 11. INDEPENDENT CONTRACTOR.

The Advisor, its employees, officers, and representatives shall not be deemed to be employees, agents, partners, servants, and/or joint ventures of the Client by virtue of this Agreement or any actions or Services rendered under this Agreement.

Section 12. BOOKS AND RECORDS.

The Advisor shall maintain appropriate records of all its activities hereunder. The Advisor shall maintain all books and records as prescribed by law and shall maintain the same for a period of three (3) years or as provided by law, whichever is greater.

Section 13. THE ADVISOR'S DISCLOSURE STATEMENTS.

The Advisor is providing its Municipal Advisor Disclosure Statement (the "Disclosure Statement") setting forth disclosures by HilltopSecurities of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to Municipal Securities Rulemaking Board Rule G-42. The Disclosure Statement also describes how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the Securities and Exchange Commission. The Client acknowledges receipt of such disclosure statement at least five (5) business days prior to the execution of this Agreement.

Further, the Advisor as of the Effective Date of this Agreement has authorized and executed the Anti-Kickback Affidavit which is attached hereto as Exhibit "B", made a part hereof and the term and provisions of which shall apply throughout the term of the Agreement, including any and all annual renewals.

Section 14. MODIFICATION.

This Agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto or their respective successors or assigns.

Section 15. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall be binding on the Advisor and its respective successors and assigns, provided, however, that the rights and obligations of the Advisor may not be assigned without the prior written consent of the Client, which consent may not be unreasonably withheld.

Section 16. NOTICE.

Written notices required under this Agreement shall be sent by regular mail, certified mail, overnight delivery, or courier, and shall be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Client's Address

Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418
Attention: Executive Director
E-Mail: office@npbcid.org

Advisor's Address

450 S. Orange Avenue, Suite 460
Orlando, FL 32801
Attn: Alex Bugallo, Managing Director
E-Mail: Alex.Bugallo@hilltopsecurities.com

Section 17. DISPUTE RESOLUTION.

The Advisor and the Client agree that should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit or seeking mediation or arbitration.

Section 18. EXECUTION AND SEVERABILITY.

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

Section 19. BINDING EFFECT.

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 20. CONSTRUCTION.

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

Section 21. 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.

Section 22. 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.

Section 23. 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.

Section 24. 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.

Section 25. 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.

Section 26. 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.

Section 27. E-VERIFY.

The Advisor warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. The Advisor agrees and acknowledges that as of January 1, 2021, the Client, as a public employer, is subject to the E-verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, if the Client has a good faith belief: (a) that the Advisor has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, the Client shall terminate this contract, or (b) that a subcontractor performing work for the Advisor under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, the Client shall promptly notify the Advisor and order the Advisor to immediately terminate its agreement with said subcontractor as to this contract. The Advisor shall be liable for any additional costs incurred by the Client as a result of the termination of the contract based on Advisor's failure to comply with E-verify requirements referenced herein.

Section 28. PUBLIC RECORDS.

If acting on behalf of the Client as provided under §119.011(2), Florida Statutes, the Advisor shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records). Specifically, Advisor shall:

(a) Keep and maintain Public Records required by the Client to perform the services provided for in this Agreement.

(b) Upon request from the Client's Custodian of Public Records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Advisor does not transfer the records to the Client.

(d) Upon completion of the contract, transfer, at no cost, to the Client all Public Records in possession of the Advisor or keep and maintain Public Records required by the Client to perform

the service. If the Advisor transfers all Public Records to the Client upon completion of the contract, the Advisor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Advisor keeps and maintains Public Records upon completion of the contract, the Advisor shall meet all applicable requirements for retaining Public Records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of Public Records, in a format that is compatible with the Client's information technology system.

(e) Promptly notify the Client upon receipt of a Public Records request.

(f) Failure by the Advisor to retain and provide Public Records as required by law may result in termination of this Agreement by Client.

If the Advisor has questions regarding the application of Chapter 119, Florida Statutes, to the Advisor's duty to provide Public Records relating to this Agreement, contact the Custodian of Public Records at (624-7830, Office@NPBCID.org and 359 Hiatt Drive, Palm Beach Gardens, Fl. 33418)

Section 29. INSPECTOR GENERAL.

Bidder understands that pursuant to Section 20.055 (5), Florida Statutes, state officers, employees, agencies, special districts, boards, commissions, contractors, advisors, and subcontractors must cooperate with Inspector General(s) of the State of Florida in any investigation, audit, inspection, review, or hearing and agrees to comply accordingly.

Section 30. 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.

Section 31. 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.

Section 32. EFFECTIVE DATE.

This Agreement shall be effective as of the last date that it is signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this and the following separate signature page by their respective authorized representatives as of the dates hereinafter set forth.

Executed by Client this _____ day of _____, 2021.

(District Seal)

Northern Palm Beach County Improvement District

By: _____

Print: _____

Title: _____

Executed by the Advisor this ____ day of _____, 2021.

ATTEST:

Hilltop Securities Inc.

(Secretary)

By: _____
Alex Bugallo, Managing Director

(SEAL)

Exhibit “A”

Tequesta Agreement

(Please see attached)

FINANCIAL ADVISORY SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the VILLAGE OF TEQUESTA (VILLAGE), a municipal corporation and HILLTOP SECURITIES (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP #2020-130/01 (the RFP) the VILLAGE accepted competitive proposals for Financial Advisory Services (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the RFP, the evaluation committee and the Village Council of the Village of Tequesta, Florida, the VILLAGE has determined that the most responsive and responsible proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the VILLAGE has awarded the contract to CONTRACTOR for the Services on October 8, 2020.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, together with the response to the RFP of CONTRACTOR shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to

the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The VILLAGE may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the VILLAGE deems it to be in the best interest of the VILLAGE.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial term of the Contract shall be three (3) years, beginning November 1, 2020 and ending October 31, 2023. The Village reserves the right in its sole discretion, and upon mutual consent of both parties, to renew the contract for two (2) additional one (1) year renewal terms.
- 2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The VILLAGE shall compensate the CONTRACTOR for services provided by the CONTRACTOR, VILLAGE agrees to pay CONTRACTOR, in the manner specified in the RFP, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon VILLAGE's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the VILLAGE shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the VILLAGE. Termination for convenience by the VILLAGE shall be effective on the termination date stated in written notice provided by VILLAGE, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the Village Manager upon such notice as the Village Manager deems appropriate under the circumstances in the event the Village Manager determines that termination is necessary to protect the public health or safety. The parties agree that if VILLAGE erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the Village Manager, which the Village Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from VILLAGE, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for VILLAGE's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by VILLAGE until all documents are provided to VILLAGE pursuant to Section 6.2 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the Village shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the Village. If the violation is not promptly resolved or is of such serious nature that the Village determines that suspension is not adequate, the Village reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the Village may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as VILLAGE deems appropriate.
- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by VILLAGE, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

- 6.1 RIGHTS IN DOCUMENTS AND WORK
Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of VILLAGE; and, if a copyright is claimed, CONTRACTOR grants to VILLAGE a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of VILLAGE and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- 6.2 AUDIT RIGHT AND RETENTION OF RECORDS
VILLAGE shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to VILLAGE in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by VILLAGE, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If Contractor does not comply with this section, the Village shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for VILLAGE's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

6.3 **COMPLAINTS AND DISPUTES:**

All complaints concerning misconduct on the part of the Contractor or disputes between Village staff and the Contractor are referred to the Village Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the Village Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the Village concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be

referred to the Office of the Village Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the Village of Tequesta available to the Office of the Village Manager for action as required.

6.3.1 **INDEMNIFICATION:** The Contractor shall at all times indemnify, hold harmless and, at Village Attorney's option, defend or pay for an attorney selected by Village Attorney to defend the Village of Tequesta, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the Village by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the Village, resist and defend such lawsuit or proceeding by counsel satisfactory to the Village or, at Village's option, pay for an attorney selected by the Village Attorney to defend Village. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the Village Attorney, any sums due Contractor under this Contract may be retained by Village until all of Village's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by Village.

6.4 **THIRD PARTY BENEFICIARIES**
Neither CONTRACTOR nor VILLAGE intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 **NOTICES**
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR VILLAGE:
Village of Tequesta
Hugh Dunkley, Finance Director
345 Tequesta Drive
Tequesta, FL 33469

FOR CONTRACTOR:
Hilltop Securities, Inc.
Matthew Sansbury, Managing Director
450 S. Orange Avenue, Suite 460
Orlando, FL 32801

6.6 MATERIALITY AND WAIVER OF BREACH

VILLAGE and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

VILLAGE's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless VILLAGE or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and VILLAGE hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.9.1 VENUE; CHOICE OF LAW

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Palm Beach County, Florida and that all litigation between them in the federal courts shall take place in the US District Court for the Southern District of Florida. This RFP, any contract that results therefrom and any other matter associated herewith shall be governed by the laws of the State of Florida.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

6.14 OFFICE OF THE INSPECTOR GENERAL

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

6.15 PUBLIC RECORDS

In accordance with Sec. 119.0701, Florida Statutes, Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein and in Contractor's proposal. Upon request from Village's custodian of public records, Contractor must provide Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, Florida Statutes. Should Contractor fail to provide the public records to Village, or fail to make them available for inspection or copying, within a reasonable time, Contractor may be subject to attorney's fees and costs pursuant to Sec. 119.0701, Florida Statutes, and other penalties under Sec. 119.10, Florida Statutes. Further, Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described herein and in Contractor's proposal are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, Contractor shall transfer, at no cost to the Village, all public records in possession of Contractor, or keep and maintain public records required by the Village. If Contractor transfers all public records to the Village upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall be entitled to retain a copies of documents it creates for record purposes, pursuant to the requirements of this Article and Chapter 119, Florida Statutes. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to Village, upon request from Village's custodian of public records, in a format that is compatible with Village's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmcwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

"The Village of Tequesta strives to be an inclusive environment. As such, it is the Village's policy to comply with the requirements of Title II of the American with Disabilities Act of 1990 ("ADA") by ensuring that the Contractor's [agreement /bid documents and specifications] are accessible to individuals with disabilities. To comply with the ADA, the Contractor shall provide a written statement indicating that all [agreement /bid documents and specifications], from Contractor, including files, images, graphics, text, audio, video, and multimedia, shall be provided in a format that ultimately conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) ("WCAG 2.0 Level AA"), published by the World Wide Web Consortium ("W3C"), Web Accessibility Initiative ("WAI"), available at www.w3.org/TR/WCAG/."

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

Lori McWilliams
MB

VILLAGE OF TEQUESTA

By: Abigail Brennan
ABIGAIL BRENNAN, MAYOR

Date: 11/4/2020

ATTEST:

Lori McWilliams
LORI MCWILLIAMS, MMC, VILLAGE CLERK



APPROVED AS TO FORM:

Keith W. Davis
KEITH W. DAVIS, ESQ., VILLAGE ATTORNEY

THE CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

ATTEST:

[Handwritten Signature]
(Secretary)

(Corporate Seal)

HILLTOP SECURITIES INC.

By: *[Handwritten Signature]*
Matthew Sansbury, Managing Director

Date: 10/16/2020



Exhibit B – Proposal Fee Schedule

NON-TRANSACTIONAL FEES

Often, as financial advisor, we are asked to provide services to our municipal clients that are unrelated to a debt issuance. These services may include, but are not limited to, supplying market updates, providing credit analyses and working with credit agencies as they conduct periodic surveillance, assisting our clients with financial reporting requirements, keeping our clients abreast of legislative changes both on a national and statewide level, and helping with “one-off” projects, including quantitative analyses that may arise from time-to-time.

HilltopSecurities wants all our clients to feel comfortable in reaching out to us to assist with these non-transactional types of projects. For this reason, we traditionally charge our financial advisory clients a minimal annual retainer which acts as a “catch all” fee and promotes constant dialogue between us and our clients. For the Village, we propose an **annual retainer of \$6,000**, payable quarterly in arrears.

If the Village prefers not to pay an annual retainer, HilltopSecurities proposes an hourly fee for services provided on all non-transaction based projects. The firm's proposed hourly fee schedule is provided in the table below. These fees will be billed quarterly, in arrears. If hourly fees are charged for services which ultimately result in the issuance of debt or another financial product, 50% of the hourly fees associated to that specific project during the preceding year will be credited back to the Village at the time of the financing.

HilltopSecurities' Non-Transactional Fee Schedule*	
Title	Hourly Fee
Director / Managing Director	\$195
Assistant Vice President / Vice President	\$165
Analyst / Associate	\$125

**Non-transactional hourly fees that are projected to exceed \$2,000 per project must be approved in writing by the Village prior to engagement.*

It should be noted that HilltopSecurities does not make it a practice of billing the aforementioned hourly rates unless the advisory services required of us are specific in nature. **We strongly encourage the Village's staff to contact our local professionals with day-to-day, routine questions without incurring any charges.**

TRANSACTIONAL FEES

HilltopSecurities proposes a **flat fee of \$15,000 for financial advisory services provided related to a bank loan**, regardless of the size of that loan.

HilltopSecurities proposes the following transactional fee schedule with respect to a municipal bond issuance. The sales method used for the bond issuance (e.g. negotiated or competitive) and the purpose of the issuance (e.g. “new money” or refunding debt) will not affect the fees charged.

HilltopSecurities' Transactional Fee Schedule*		
Minimum Par Amount	Maximum Par Amount	Incremental Fee per \$1,000*
\$0	\$10,000,000	\$1.00
\$10,000,001	\$20,000,000	\$0.75
\$20,000,001	Unlimited	\$0.50

**Minimum fee of \$17,500; maximum fee of \$50,000.*

The bond issuance fees provided in the table above would provide compensation related to the planning and execution of a particular financing and would be contingent upon the successful closing of said financing. Multiple series within a transaction will be treated as separate debt transactions due to the added level of complexity.

OUT-OF-POCKET EXPENSES

HilltopSecurities does not intend to charge the Village for out-of-pocket and/or indirect expenses except for those associated with a specific financing or a previously agreed upon consulting project. These fees would either be

charged as part of the financing process at closing or quarterly, in arrears, as part of a consulting project. Word processing, computer time, routine telephone and facsimile transmissions will not be considered out-of-pocket expenses and will not be charged back to the Village. Given our close proximity to the Village, we would anticipate all out-of-pocket expenses to be minimal. For this reason, **we would set the out-of-pocket expenses not-to-exceed amount at \$500** for each individual transaction.

The payment of any reimbursable expenses that HilltopSecurities has assumed on behalf of the Village shall not be contingent upon the delivery of bonds (or other financial product) and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by HilltopSecurities.

FEES FOR ANCILLARY SERVICES

Fee and expenses for ancillary services that may be requested including, but not limited to, arbitrage rebate, continuing disclosure, public-private partnership consulting, pension/OPEB consulting, structured products, and investment management/advisory will be based upon a separate written mutual agreement.

Exhibit "B"

Anti-Kickback Affidavit

ANTI-KICKBACK AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that no money or contributions have or will be paid to any officer(s) or employee(s) of the Northern Palm Beach County Improvement District as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the firm, as a result of or in connection with the affixed Agreement.

By: _____
Signature

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____, for _____.

(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

MEMORANDUM

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: February 24, 2021

THROUGH: O'Neal Bardin, Jr., Executive Director

FROM: Susan P. Scheff, District Clerk

RE: Public and Community Relations Board Report

Community Relations

1. Northern Staff attended the following meetings on behalf of the District:

Leadership Palm Beach County
National Pollutant Discharge Elimination System (NPDES)

2. Northern Staff met with representatives of the following Units to discuss projects and provide information:

Unit No. 3A	Woodbine
Unit No. 9A/9B	Abacoa I & II
Unit No. 11	PGA National
Unit No. 14	Eastpointe
Unit No. 19	Regional Center
Unit No. 21	Old Marsh
Unit No. 23	The Shores
Unit No. 31	BallenIsles Country Club
Unit No. 44	The Bear's Club
Unit No. 53	Arden

Training

1. Ken Roundtree is a member of the Leadership Palm Beach County Engage Class of 2021 and participates in its monthly events.

Media

Northern continues to submit a monthly article (attached) to the following newsletters through Seabreeze Publications*:

1. Unit No. 9A/9B Abacoa newsletter;
2. Unit No. 11 PGA National CAN newsletter; and
3. Unit No. 23 The Shores of Jupiter newsletter.

*The publisher also chose to run the Northern Notes article in several additional local publications.

Northern Notes
by Katie Roundtree, Finance Director
Northern Palm Beach County Improvement District

Water Facts and Trivia



“We forget that the water cycle and the life cycle are one.” — Jacques Yves Cousteau

Water is such a simple element, made up of one oxygen and two hydrogen molecules, but so essential to life. A person can live a month without food, but only about a week without water. However, water is essential to all life, not just human life. Here are some interesting facts about water.

There are about 332,500,000 cubic miles of water on earth. That’s about the same amount of water as there was when the Earth was formed! The water from your faucet could contain molecules that dinosaurs drank or walked through! The rocky material that formed Earth contained some water. But that probably doesn't account for all the water we see today. Comets are mostly water/ ice. It’s possible that comets made regular water deliveries to Earth. It would take a lot of comets to fill the ocean, but comets could well have made a big contribution.

Water covers 70.9 percent of the planet’s surface and is recycled constantly by way of the water cycle. The water cycle is the continuous movement of water within the Earth and atmosphere. It is a complex system that includes many different processes. Liquid water evaporates into water vapor, condenses to form clouds, and precipitates back to earth in the form of rain and snow. Water in different phases moves through the atmosphere (transportation). Liquid water flows across land (runoff), into the ground (infiltration and percolation), and through the ground (groundwater). Groundwater moves into plants (plant uptake) and evaporates from plants into the atmosphere (transpiration). On a global basis, evaporation approximately equals precipitation. There is more water in the atmosphere than in all of our rivers combined. If all of the water vapor in our planet’s atmosphere fell as water at once and spread out evenly, it would only cover the globe with about an inch of water.

Nearly 97 percent of the world’s water is salty, therefore undrinkable. 2.5 percent of the earth's fresh water is unavailable: locked up in glaciers, polar ice caps, atmosphere, and soil; highly polluted; or lies too far under the earth's surface to be extracted at an affordable cost. That leaves just .5 percent for all of humanity’s needs — its agricultural, residential, manufacturing, community, and personal needs.

Water regulates the Earth's temperature. It also regulates the temperature of the human body, carries nutrients and oxygen to cells, cushions joints, protects organs and tissues, and removes wastes. The human body is comprised mostly water. A newborn baby, for example, is 78 percent water and adults are 55-60 percent water. The human brain is comprised of about 75 percent water. Interestingly enough, a tree is also comprised of about 75 percent water.

Usually when solids form, atoms get closer together to form something denser. This is why most solids sink in water. But solid water, or ice, is actually less dense. It expands by about 9 percent, which is unusual. The water molecules form rings when water freezes. All that space makes ice less dense and explains why it floats. This is good because ice floating on top of a body of water lets the rest of it stay liquid. If ice sank, whole oceans could freeze solid!

As you can see, water is essential to life here on earth. It is important to keep it clean and be mindful of what goes into it. Water is part of a deeply interconnected system. What we pour on the ground ends up in our water, and what we spew into the sky ends up in our water. Life on earth simply cannot exist without water. Whether or not it can exist on other planets without water, is a topic for another time....

Sources: www.epa.gov and www.climatekids.nasa.gov.

NPDES tip: Planting a rain garden with native plants somewhere around your home helps lock rain water in the ground, reducing the flow of pollutants and poisons into the drains. Using organic fertilizers and pesticides in your garden further protects and brings health to your yard and all the species living there.



Northern Palm Beach County Improvement District
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EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Adrian M. Salee
Gregory Block
Ellen T. Baker

DATE: February 24, 2021

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

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Assessments Received to Date Status Report

Attached is the "Tax Collection Status" report with receipts to date for the 2020-2021 fiscal year. The Assessments Received to Date Report shows year-to-date collections of \$27,895,745, representing an 88.01% collected rate.

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

Through February			
Fiscal Year Ending	Total Budget \$	YTD Collected \$	Total YTD Collected % of Budget
2021	\$ 31,694,504	\$ 27,895,745	88.01%
2020	\$ 32,069,289	\$ 27,784,341	86.64%
2019	\$ 30,878,079	\$ 26,309,131	85.20%
2018	\$ 30,395,272	\$ 27,203,493	89.50%
2017	\$ 29,851,907	\$ 27,758,367	92.99%
2016	\$ 24,785,265	\$ 22,734,969	91.73%
2015	\$ 24,863,731	\$ 22,893,789	92.08%
2014	\$ 25,594,227	\$ 23,276,163	90.94%
2013	\$ 29,609,110	\$ 27,292,706	92.18%
2012	\$ 28,997,329	\$ 25,666,580	88.51%

The next expected distribution is scheduled for March 10, 2021.

Northern Palm Beach County Improvement District
Summary Budget Comparison
From 10/1/2020 Through 9/30/2021

Account Title	YTD Actual	YTD Budget	Difference	% Collected	% Uncollec...
Unit 46 - Maint Fund	35,545.34	37,999.00	(2,453.66)	93.54%	6.45%
Unit 46 - Debt Service Fund	741,449.11	789,587.00	(48,137.89)	93.90%	6.09%
UNIT 47- MAINTENANCE FUND	39,047.66	41,358.00	(2,310.34)	94.41%	5.58%
UNIT 49- MAINTENANCE FUND	61,669.53	70,222.00	(8,552.47)	87.82%	12.17%
UNIT 51 - MAINTENANCE FUND	28,636.71	33,515.00	(4,878.29)	85.44%	14.55%
Unit 53 - Maintenance Fund	21,297.21	59,211.00	(37,913.79)	35.96%	64.03%
Unit 53 Debt Service Fund	<u>929,805.03</u>	<u>2,585,165.00</u>	<u>(1,655,359.97)</u>	<u>35.96%</u>	<u>64.03%</u>
Report Difference	27,895,745.08	31,694,504.00	(3,798,758.92)	88.01%	11.99%

**Northern Palm Beach County Improvement District
Investment Summary
January 31, 2021**

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)	\$ 15,158,696	\$ 46,181,010	\$ 9,999,736	19.8%	0.00%	0.00%	0.00%
Alt Ckg (TD Bank)	\$ 4,979,960	\$ 11,978,654	\$ 1,953,292	6.5%	0.20%	0.20%	0.60%
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)	\$ 4,000,034	\$ 34	\$ 11,534,153	5.2%	0.03%	0.00%	1.50%
Dreyfus Pfd MM (DR194)	\$ 9,000,063	\$ 63	\$ 12,042,230	11.8%	0.05%	0.00%	1.70%
Dreyfus Trsy Agy (DR521)	\$ 4,000,009	\$ 9	\$ 8,015,344	5.2%	0.03%	0.00%	1.45%
JP Morgan USTrsy (J3918)	\$ 8,000,044	\$ 44	\$ 9,548,396	10.4%	0.03%	0.00%	1.43%
Total Pooled Cash	\$ 45,138,805	\$ 58,159,813	\$ 53,093,151				
Bond Trust Accounts (held with Bank Of New York Mellon):							
Debt Service Funds	\$ 13,872,201	\$ 340,179	\$ 4,114,162	18.1%	0.00%	0.00%	0.00%
Reserve Funds	\$ 11,348,227	\$ 11,340,406	\$ 11,523,333	14.8%	0.50% - 5.25%	0.00% - 5.25%	0.00% - 4.625%
Project Funds	\$ 6,203,520	\$ 6,264,904	\$ 11,114,854	8.1%	0.00%	0.00%	0.00%
Total Trust Monies	\$ 31,423,948	\$ 17,945,489	\$ 26,752,349				
GRAND TOTAL	\$ 76,562,753	\$ 76,105,302	\$ 79,845,500				

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 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	108,008	112,604	(4,596)
Intergovernmental revenues	0	0	0
Investment income	124	0	124
Miscellaneous	800	0	800
Total Revenues:	<u>108,932</u>	<u>112,604</u>	<u>(3,672)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	4,000	4,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	96	821	725
CHEMICAL WEED CONTROL	3,502	14,008	10,506
MOWING SERVICES	6,507	28,140	21,633
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	131	567	436
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	50,000	50,000
REPAIR & MAINT - GENERAL	350	2,500	2,150
REPAIR & MAINT-TELEMETRY	81	1,000	919
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	3,900	5,500	1,600
Other	459	470	11
Total Physical Environment	<u>15,027</u>	<u>108,506</u>	<u>93,479</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	322	2,706	2,384
Total Capital outlay	<u>322</u>	<u>2,706</u>	<u>2,384</u>
Total Expenditures:	<u>15,349</u>	<u>111,212</u>	<u>95,863</u>
Excess (deficiency) of revenues over expenditures	<u>93,583</u>	<u>1,392</u>	<u>92,191</u>
Other financing sources (uses):			
Transfers out	(31,848)	(56,509)	24,661
Total Other financing sources (uses):	<u>(31,848)</u>	<u>(56,509)</u>	<u>24,661</u>
Net change in fund balance	61,735	(55,117)	116,852
Fund balances, beginning of year	<u>238,514</u>	<u>0</u>	<u>238,514</u>
Total Fund balances, beginning of year	<u>238,514</u>	<u>0</u>	<u>238,514</u>
Fund balance, end of period	<u>300,249</u>	<u>(55,117)</u>	<u>355,366</u>

Northern Palm Beach County Improvement District

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

Unit 2

From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	248,982	273,662	(24,680)
Intergovernmental revenues	0	0	0
Investment income	194	0	194
Miscellaneous	<u>2,104</u>	<u>0</u>	<u>2,104</u>
Total Revenues:	<u>251,279</u>	<u>273,662</u>	<u>(22,383)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	536	0	(536)
ENVIRONMENTAL LIASON	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	214	1,838	1,624
CHEMICAL WEED CONTROL	4,323	17,293	12,970
MOWING SERVICES	2,572	11,124	8,552
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	0	0	0
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	8,256	30,401	22,145
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	8,000	8,000
REPAIR & MAINT - GENERAL	0	4,500	4,500
REPAIR & MAINT-TELEMETRY	123	1,500	1,377
REPAIR & MAINT-CULVERTS	35,280	1,000	(34,280)
REPAIR & MAINT - GATE	0	800	800
R&M- Aerator refurbishments	0	6,250	6,250
Other	<u>6,362</u>	<u>16,641</u>	<u>10,279</u>
Total Physical Environment	<u>57,667</u>	<u>100,597</u>	<u>42,930</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	22,000	22,000
MACHINERY & EQUIPMENT	0	0	0
Other	<u>1,359</u>	<u>11,414</u>	<u>10,055</u>
Total Capital outlay	<u>1,359</u>	<u>33,414</u>	<u>32,055</u>
Total Expenditures:	<u>59,026</u>	<u>134,011</u>	<u>74,985</u>
Excess (deficiency) of revenues over expenditures	<u>192,253</u>	<u>139,651</u>	<u>52,602</u>
Other financing sources (uses):			
Transfers out	<u>(97,478)</u>	<u>(179,960)</u>	<u>82,482</u>
Total Other financing sources (uses):	<u>(97,478)</u>	<u>(179,960)</u>	<u>82,482</u>
Net change in fund balance	94,775	(40,309)	135,084
Fund balances, beginning of year	<u>383,971</u>	<u>0</u>	<u>383,971</u>
Total Fund balances, beginning of year	<u>383,971</u>	<u>0</u>	<u>383,971</u>
Fund balance, end of period	<u>478,746</u>	<u>(40,309)</u>	<u>519,055</u>

Northern Palm Beach County Improvement District

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

Unit 2A

From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	100,470	109,762	(9,292)
Intergovernmental revenues	0	0	0
Investment income	129	0	129
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues:	<u>100,599</u>	<u>109,762</u>	<u>(9,163)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	126	1,079	953
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	554	2,394	1,840
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT - GENERAL	14	12,150	12,136
REPAIR & MAINT-TELEMETRY	492	9,000	8,508
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	1,500	0	(1,500)
REPAIR & MAINT - GATE	0	1,200	1,200
Other	<u>1,298</u>	<u>2,653</u>	<u>1,355</u>
Total Physical Environment	3,984	44,941	40,957
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>3,984</u>	<u>44,941</u>	<u>40,957</u>
Excess (deficiency) of revenues over expenditures	<u>96,615</u>	<u>64,821</u>	<u>31,794</u>
Other financing sources (uses):			
Transfers out	<u>(26,300)</u>	<u>(70,681)</u>	<u>44,381</u>
Total Other financing sources (uses):	<u>(26,300)</u>	<u>(70,681)</u>	<u>44,381</u>
Net change in fund balance	70,316	(5,860)	76,176
Fund balances, beginning of year	<u>279,199</u>	<u>0</u>	<u>279,199</u>
Total Fund balances, beginning of year	<u>279,199</u>	<u>0</u>	<u>279,199</u>
Fund balance, end of period	<u>349,514</u>	<u>(5,860)</u>	<u>355,374</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2C
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	189,599	197,856	(8,257)
Investment income	129	0	129
Miscellaneous	12,033	0	12,033
Total Revenues:	<u>201,760</u>	<u>197,856</u>	<u>3,904</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	1,994	5,000	3,007
ENGINEERING-PERMITS	1,443	0	(1,443)
FINANCIAL CONS./ADVISOR	0	430	430
AUDITORS SERVICES	138	1,183	1,045
CHEMICAL WEED CONTROL	373	1,491	1,118
TRASH DISPOSAL	0	1,000	1,000
PRESERVE/EXOTIC MAINT	14,066	85,000	70,934
REPAIR & MAINT-AERATORS	0	12,500	12,500
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-ROADS	855	10,000	9,145
REPAIR & MAINT-CULVERTS	0	0	0
R&M- Aerator refurbishments	0	0	0
Other	3,353	3,515	162
Total Physical Environment	<u>22,221</u>	<u>130,119</u>	<u>107,898</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>22,221</u>	<u>130,119</u>	<u>107,898</u>
Excess (deficiency) of revenues over expenditures	<u>179,539</u>	<u>67,737</u>	<u>111,802</u>
Other financing sources (uses):			
Transfers out	(25,363)	(37,737)	12,374
Total Other financing sources (uses):	<u>(25,363)</u>	<u>(37,737)</u>	<u>12,374</u>
Net change in fund balance	154,176	30,000	124,176
Fund balances, beginning of year	222,239	0	222,239
Total Fund balances, beginning of year	<u>222,239</u>	<u>0</u>	<u>222,239</u>
Fund balance, end of period	<u>376,415</u>	<u>30,000</u>	<u>346,415</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	265,045	291,951	(26,906)
Intergovernmental revenues	0	0	0
Investment income	153	0	153
Miscellaneous	6,019	0	6,019
Total Revenues:	271,216	291,951	(20,735)
Expenditures:			
Physical Environment			
ENGINEERING FEES	38	15,000	14,963
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,035	500	(1,535)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	155	1,327	1,172
CHEMICAL WEED CONTROL	6,333	27,387	21,054
MOWING SERVICES	8,798	38,046	29,248
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	175	756	581
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	4,800	4,800
REPAIR & MAINT-AERATORS	0	3,786	3,786
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	8,470	67,000	58,530
REPAIR & MAINT - GENERAL	0	6,000	6,000
REPAIR & MAINT-TELEMETRY	0	8,000	8,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	700	700
Other	2,747	3,445	698
Total Physical Environment	28,751	177,747	148,996
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
Other	408	3,425	3,017
Total Capital outlay	408	3,425	3,017
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	29,158	181,172	152,014
Excess (deficiency) of revenues over expenditures	242,057	110,779	131,278
 Other financing sources (uses):			
Transfers out	(49,028)	(109,495)	60,467
Total Other financing sources (uses):	(49,028)	(109,495)	60,467
 Net change in fund balance	 193,029	 1,284	 191,745
Fund balances, beginning of year	260,478	0	260,478
Total Fund balances, beginning of year	260,478	0	260,478
 Fund balance, end of period	 453,507	 1,284	 452,223

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

Current Year Actual	Total Budget - Original	Total Budget Variance - Original
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Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3A
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	116,794	130,509	(13,715)
Intergovernmental revenues	0	0	0
Investment income	205	0	205
Miscellaneous	(250)	0	(250)
Total Revenues:	<u>116,749</u>	<u>130,509</u>	<u>(13,760)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	12,000	12,000
LEGAL SERVICES	(79)	500	579
FINANCIAL CONS./ADVISOR	0	215	215
IT Services	0	0	0
AUDITORS SERVICES	164	1,410	1,246
CHEMICAL WEED CONTROL	1,822	7,879	6,057
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	4,652	27,028	22,377
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	1,500	1,500
REPAIR & MAINT - GATE	0	0	0
Repairs & Maint - Catch Basins	(26,500)	20,000	46,500
R&M- Aerator refurbishments	0	12,500	12,500
REPAIR & MAINT- STREET SWEEP	3,608	15,000	11,393
Other	7,090	27,317	20,227
Total Physical Environment	<u>(9,243)</u>	<u>151,599</u>	<u>160,842</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	<u>(9,243)</u>	<u>151,599</u>	<u>160,842</u>
Excess (deficiency) of revenues over expenditures	<u>125,992</u>	<u>(21,090)</u>	<u>147,082</u>
Other financing sources (uses):			
Transfers out	(23,010)	(58,193)	35,183
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(23,010)</u>	<u>(58,193)</u>	<u>35,183</u>
Net change in fund balance	102,982	(79,283)	182,265
Fund balances, beginning of year	<u>413,781</u>	<u>0</u>	<u>413,781</u>
Total Fund balances, beginning of year	<u>413,781</u>	<u>0</u>	<u>413,781</u>
Fund balance, end of period	<u>516,763</u>	<u>(79,283)</u>	<u>596,046</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 4
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	341,314	392,468	(51,154)
Intergovernmental revenues	0	0	0
Investment income	260	0	260
Miscellaneous	(363)	0	(363)
Total Revenues:	341,212	392,468	(51,256)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	463	0	(463)
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	249	2,138	1,889
CHEMICAL WEED CONTROL	3,835	16,585	12,750
MOWING SERVICES	4,430	19,158	14,728
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	364	1,575	1,211
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	12,058	56,310	44,252
REPAIR & MAINT-CANAL/LAKE	2,400	10,000	7,600
REPAIR & MAINT - GENERAL	14	10,000	9,986
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	5,830	2,000	(3,830)
REPAIR & MAINT - GATE	0	800	800
R&M- Aerator refurbishments	0	0	0
Other	15,568	43,803	28,235
Total Physical Environment	45,213	169,369	124,156
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	7,000	7,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	1,303	10,939	9,636
Total Capital outlay	1,303	17,939	16,636
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	46,515	187,308	140,793
Excess (deficiency) of revenues over expenditures	294,696	205,160	89,536
Other financing sources (uses):			
Transfers out	(91,670)	(165,160)	73,490
Total Other financing sources (uses):	(91,670)	(165,160)	73,490
Net change in fund balance	203,026	40,000	163,026
Fund balances, beginning of year	497,068	0	497,068
Total Fund balances, beginning of year	497,068	0	497,068
Fund balance, end of period	700,094	40,000	660,094

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 4
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

Current Year Actual	Total Budget - Original	Total Budget Variance - Original
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Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	261,099	284,279	(23,180)
Intergovernmental revenues	0	0	0
Investment income	208	0	208
Miscellaneous	7,310	0	7,310
Total Revenues:	<u>268,617</u>	<u>284,279</u>	<u>(15,662)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	4,200	4,000	(200)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	3,648	3,648
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	139	1,194	1,055
CHEMICAL WEED CONTROL	2,367	9,467	7,100
MOWING SERVICES	2,715	11,742	9,027
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	500	500
Other	2,594	2,834	240
Total Physical Environment	<u>12,015</u>	<u>38,135</u>	<u>26,120</u>
Capital outlay	1,208	10,141	8,933
Principal	0	75,726	75,726
Interest	0	53,625	53,625
Total Expenditures:	<u>13,223</u>	<u>177,627</u>	<u>164,404</u>
Excess (deficiency) of revenues over expenditures	<u>255,394</u>	<u>106,652</u>	<u>148,742</u>
Other financing sources (uses):			
Transfers out	(56,749)	(84,165)	27,416
Total Other financing sources (uses):	<u>(56,749)</u>	<u>(84,165)</u>	<u>27,416</u>
Net change in fund balance	198,645	22,487	176,158
Fund balances, beginning of year	<u>379,749</u>	<u>0</u>	<u>379,749</u>
Total Fund balances, beginning of year	<u>379,749</u>	<u>0</u>	<u>379,749</u>
Fund balance, end of period	<u>578,394</u>	<u>22,487</u>	<u>555,907</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5A
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	291,759	331,925	(40,166)
Intergovernmental revenues	0	0	0
Investment income	618	0	618
Miscellaneous	<u>(742)</u>	<u>0</u>	<u>(742)</u>
Total Revenues:	<u>291,636</u>	<u>331,925</u>	<u>(40,289)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	6,452	8,000	1,549
ENGINEERING-PERMITS	505	0	(505)
LEGAL SERVICES	1,650	1,000	(650)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	144	1,231	1,087
MARSH MAINT-LITTORAL ZONE	150	15,568	15,418
CHEMICAL WEED CONTROL	8,006	32,024	24,018
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	500	500
REPAIR & MAINT-ROADS	4,800	28,500	23,700
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	0	0
Repairs & Maint - Catch Basins	0	20,000	20,000
Other	<u>5,190</u>	<u>16,287</u>	<u>11,097</u>
Total Physical Environment	<u>26,896</u>	<u>125,360</u>	<u>98,464</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	260,000	260,000
CULVERTS/STRUCTURES	0	0	0
Other	<u>125</u>	<u>0</u>	<u>(125)</u>
Total Capital outlay	<u>125</u>	<u>260,000</u>	<u>259,875</u>
Principal	0	0	0
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>27,021</u>	<u>385,360</u>	<u>358,339</u>
Excess (deficiency) of revenues over expenditures	<u>264,615</u>	<u>(53,435)</u>	<u>318,050</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(50,174)</u>	<u>(121,347)</u>	<u>71,173</u>
Total Other financing sources (uses):	<u>(50,174)</u>	<u>(121,347)</u>	<u>71,173</u>
Net change in fund balance	214,441	(174,782)	389,223
Fund balances, beginning of year	<u>1,328,203</u>	<u>0</u>	<u>1,328,203</u>
Total Fund balances, beginning of year	<u>1,328,203</u>	<u>0</u>	<u>1,328,203</u>
Fund balance, end of period	<u>1,542,643</u>	<u>(174,782)</u>	<u>1,717,425</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5A
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

Current Year Actual	Total Budget - Original	Total Budget Variance - Original
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Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5B
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	65,536	73,247	(7,712)
Intergovernmental revenues	0	0	0
Investment income	69	0	69
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues:	<u>65,605</u>	<u>73,247</u>	<u>(7,642)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
LEGAL SERVICES	0	500	500
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	79	673	594
LANDSCAPE MAINTENANCE	631	2,730	2,099
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	3,786	3,786
REPAIR & MAINT-PUMP STATN	111	10,000	9,889
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-TELEMETRY	0	1,500	1,500
R&M- GENERATORS	0	1,000	1,000
Other	<u>2,007</u>	<u>6,814</u>	<u>4,807</u>
Total Physical Environment	2,828	42,718	39,890
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>2,828</u>	<u>42,718</u>	<u>39,890</u>
Excess (deficiency) of revenues over expenditures	<u>62,777</u>	<u>30,529</u>	<u>32,248</u>
Other financing sources (uses):			
Transfers out	<u>(18,811)</u>	<u>(39,159)</u>	<u>20,348</u>
Total Other financing sources (uses):	<u>(18,811)</u>	<u>(39,159)</u>	<u>20,348</u>
Net change in fund balance	43,966	(8,630)	52,596
Fund balances, beginning of year	<u>137,651</u>	<u>0</u>	<u>137,651</u>
Total Fund balances, beginning of year	<u>137,651</u>	<u>0</u>	<u>137,651</u>
Fund balance, end of period	<u>181,617</u>	<u>(8,630)</u>	<u>190,247</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5C
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	34,420	38,211	(3,791)
Investment income	100	0	100
Total Investment income	100	0	100
Total Revenues:	34,519	38,211	(3,692)
Expenditures:			
Physical Environment			
ENGINEERING FEES	390	500	110
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	68	584	516
TRASH DISPOSAL	850	3,400	2,550
LANDSCAPE MAINTENANCE	168	724	556
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT - GENERAL	0	1,500	1,500
REPAIR & MAINT-TELEMETRY	0	1,500	1,500
REPAIR & MAINT-CULVERTS	0	0	0
Other	394	1,380	986
Total Physical Environment	1,870	13,088	11,218
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	1,870	13,088	11,218
Excess (deficiency) of revenues over expenditures	32,649	25,123	7,526
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(7,359)	(21,923)	14,564
Total Other financing sources (uses):	(7,359)	(21,923)	14,564
Net change in fund balance	25,291	3,200	22,091
Fund balances, beginning of year	218,183	0	218,183
Total Fund balances, beginning of year	218,183	0	218,183
Fund balance, end of period	243,474	3,200	240,274

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5D
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	85,094	93,878	(8,784)
Intergovernmental revenues	0	0	0
Investment income	135	0	135
Miscellaneous	0	0	0
Total Revenues:	<u>85,229</u>	<u>93,878</u>	<u>(8,649)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
Special Legislative Activities	0	0	0
AUDITORS SERVICES	100	856	756
LANDSCAPE MAINTENANCE	639	2,762	2,123
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
REPAIR & MAINT-PUMP STATN	2,446	5,000	2,554
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMETRY	105	1,500	1,395
R&M- GENERATORS	0	1,000	1,000
Other	2,555	5,531	2,976
Total Physical Environment	<u>5,844</u>	<u>33,649</u>	<u>27,805</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	12,500	12,500
Total Capital outlay	<u>0</u>	<u>12,500</u>	<u>12,500</u>
Total Expenditures:	<u>5,844</u>	<u>46,149</u>	<u>40,305</u>
Excess (deficiency) of revenues over expenditures	<u>79,385</u>	<u>47,729</u>	<u>31,656</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(17,660)	(38,729)	21,069
Total Other financing sources (uses):	<u>(17,660)</u>	<u>(38,729)</u>	<u>21,069</u>
Net change in fund balance	61,726	9,000	52,726
Fund balances, beginning of year	<u>283,995</u>	<u>0</u>	<u>283,995</u>
Total Fund balances, beginning of year	<u>283,995</u>	<u>0</u>	<u>283,995</u>
Fund balance, end of period	<u>345,721</u>	<u>9,000</u>	<u>336,721</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 7
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	91,500	100,019	(8,519)
Intergovernmental revenues	0	0	0
Investment income	163	0	163
Miscellaneous	6,307	0	6,307
Total Revenues:	<u>97,971</u>	<u>100,019</u>	<u>(2,048)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	125	500	375
ENGINEERING-PERMITS	749	0	(749)
LEGAL SERVICES	0	500	500
WATER QUALITY	0	3,697	3,697
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	82	707	625
CHEMICAL WEED CONTROL	1,309	5,234	3,925
MOWING SERVICES	3,859	16,686	12,827
TRASH DISPOSAL	0	1,200	1,200
LANDSCAPE MAINTENANCE	58	252	194
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT - GATE	1,900	2,000	100
Other	953	1,501	548
Total Physical Environment	<u>9,035</u>	<u>38,277</u>	<u>29,242</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	409	3,432	3,023
Total Capital outlay	<u>409</u>	<u>3,432</u>	<u>3,023</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>9,443</u>	<u>41,709</u>	<u>32,266</u>
Excess (deficiency) of revenues over expenditures	<u>88,528</u>	<u>58,310</u>	<u>30,218</u>
Other financing sources (uses):			
Transfers out	(31,520)	(62,058)	30,538
Total Other financing sources (uses):	<u>(31,520)</u>	<u>(62,058)</u>	<u>30,538</u>
Net change in fund balance	57,007	(3,748)	60,755
Fund balances, beginning of year	<u>341,183</u>	<u>0</u>	<u>341,183</u>
Total Fund balances, beginning of year	<u>341,183</u>	<u>0</u>	<u>341,183</u>
Fund balance, end of period	<u>398,190</u>	<u>(3,748)</u>	<u>401,938</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	89,360	97,423	(8,063)
Intergovernmental revenues	0	0	0
Investment income	144	0	144
Miscellaneous	0	0	0
Total Revenues:	<u>89,504</u>	<u>97,423</u>	<u>(7,919)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	97	500	403
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	5,510	5,510
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	83	713	630
CHEMICAL WEED CONTROL	888	3,553	2,665
MOWING SERVICES	2,001	8,652	6,651
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	87	378	291
SUPERVISORS EXPENSES	0	0	0
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	28	1,500	1,472
REPAIR & MAINT-TELEMETRY	0	4,500	4,500
REPAIR & MAINT-CULVERTS	0	1,500	1,500
REPAIR & MAINT - GATE	0	500	500
REPAIR & MAINT - IRRIGATION	0	0	0
Other	923	1,135	212
Total Physical Environment	<u>4,108</u>	<u>34,941</u>	<u>30,833</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	7,000	7,000
CULVERTS/STRUCTURES	0	0	0
Other	267	2,241	1,974
Total Capital outlay	<u>267</u>	<u>9,241</u>	<u>8,974</u>
Interest	0	0	0
Total Expenditures:	<u>4,375</u>	<u>44,182</u>	<u>39,807</u>
Excess (deficiency) of revenues over expenditures	<u>85,129</u>	<u>53,241</u>	<u>31,888</u>
Other financing sources (uses):			
Transfers out	(39,490)	(69,365)	29,875
Total Other financing sources (uses):	<u>(39,490)</u>	<u>(69,365)</u>	<u>29,875</u>
Net change in fund balance	45,640	(16,124)	61,764
Fund balances, beginning of year	307,330	0	307,330
Total Fund balances, beginning of year	<u>307,330</u>	<u>0</u>	<u>307,330</u>

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 9
 From 10/1/2020 Through 1/31/2021
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	352,970	(16,124)	369,094

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	552,441	633,216	(80,775)
Intergovernmental revenues	0	0	0
Investment income	584	0	584
Miscellaneous	(467)	0	(467)
Total Revenues:	552,559	633,216	(80,657)
Expenditures:			
Physical Environment			
ENGINEERING FEES	545	1,000	455
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	1,384	1,384
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	466	3,993	3,527
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	5,528	23,906	18,378
MOWING SERVICES	3,144	13,596	10,452
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	575	2,488	1,913
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	4,121	125,400	121,279
UPLAND MAINTENANCE	13,130	11,329	(1,801)
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	11,570	66,941	55,371
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	153	12,000	11,847
REPAIR & MAINT-TELEMETRY	117	3,000	2,883
REPAIR & MAINT-ROADS	0	35,000	35,000
REPAIR & MAINT-CULVERTS	0	2,000	2,000
REPAIR & MAINT - GATE	0	500	500
R&M- Aerator refurbishments	0	12,500	12,500
R & M PRESERVE STRUCTURES	0	35,000	35,000
Other	24,929	80,226	55,297
Total Physical Environment	64,279	446,013	381,734
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Principal	0	0	0
Total Expenditures:	64,279	446,013	381,734
Excess (deficiency) of revenues over expenditures	488,280	187,203	301,077

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2020 Through 1/31/2021
(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>(65,059)</u>	<u>(181,061)</u>	<u>116,002</u>
Total Other financing sources (uses):	<u>(65,059)</u>	<u>(181,061)</u>	<u>116,002</u>
Net change in fund balance	423,221	6,142	417,079
Fund balances, beginning of year	1,159,445	0	1,159,445
Total Fund balances, beginning of year	<u>1,159,445</u>	<u>0</u>	<u>1,159,445</u>
Fund balance, end of period	<u><u>1,582,666</u></u>	<u><u>6,142</u></u>	<u><u>1,576,524</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	456,867	531,979	(75,112)
Intergovernmental revenues	0	0	0
Investment income	438	0	438
Miscellaneous	(175)	0	(175)
Total Revenues:	<u>457,130</u>	<u>531,979</u>	<u>(74,849)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	403	3,452	3,049
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	2,362	10,213	7,851
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	437	1,890	1,453
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	5,081	125,400	120,319
UPLAND MAINTENANCE	32,095	27,692	(4,403)
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	8,084	31,909	23,825
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	750	7,500	6,750
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	71	10,000	9,929
REPAIR & MAINT-TELEMTRY	773	3,000	2,227
REPAIR & MAINT-ROADS	0	35,000	35,000
REPAIR & MAINT-CULVERTS	0	11,250	11,250
REPAIR & MAINT - GATE	0	400	400
R&M- Aerator refurbishments	0	6,250	6,250
R & M PRESERVE STRUCTURES	11,825	35,000	23,175
Other	15,983	51,793	35,810
Total Physical Environment	<u>77,863</u>	<u>367,214</u>	<u>289,351</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Principal	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>77,863</u>	<u>367,214</u>	<u>289,351</u>
Excess (deficiency) of revenues over expenditures	<u>379,267</u>	<u>164,765</u>	<u>214,502</u>
Other financing sources (uses):			
Transfers out	(50,735)	(143,487)	92,752

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2020 Through 1/31/2021
(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>(50,735)</u>	<u>(143,487)</u>	<u>92,752</u>
Net change in fund balance	328,532	21,278	307,254
Fund balances, beginning of year	<u>867,831</u>	<u>0</u>	<u>867,831</u>
Total Fund balances, beginning of year	<u>867,831</u>	<u>0</u>	<u>867,831</u>
Fund balance, end of period	<u>1,196,363</u>	<u>21,278</u>	<u>1,175,085</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	1,962,143	2,223,100	(260,957)
Intergovernmental revenues	0	0	0
Investment income	1,448	0	1,448
Miscellaneous	8,634	0	8,634
Total Revenues:	<u>1,972,224</u>	<u>2,223,100</u>	<u>(250,876)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	9,763	43,000	33,238
ENGINEERING-PERMITS	1,903	0	(1,903)
LEGAL SERVICES	3,248	1,000	(2,248)
WATER QUALITY	0	14,145	14,145
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,434	12,293	10,859
MARSH MAINT-LITTORAL ZONE	81,142	349,750	268,608
CHEMICAL WEED CONTROL	55,268	221,070	165,803
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	7,632	33,001	25,369
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	2,301	9,949	7,648
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	5,002	63,000	57,998
REPAIR & MAINT-AERATORS	43,440	217,934	174,494
REPAIR & MAINT-PUMP STATN	1,439	21,000	19,561
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	3,000	19,000	16,000
REPAIR & MAINT-BLDG	0	70,000	70,000
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	210	8,000	7,790
REPAIR & MAINT-ROADS	8,222	101,000	92,778
REPAIR & MAINT-CULVERTS	0	13,750	13,750
REPAIR & MAINT - GATE	1,900	3,500	1,600
R & M - HVAC REPAIRS	0	0	0
Repairs & Maint - Catch Basins	29,038	25,000	(4,038)
R&M- Aerator refurbishments	0	31,250	31,250
R&M- GENERATORS	0	1,000	1,000
Other	66,863	211,627	144,764
Total Physical Environment	<u>321,802</u>	<u>1,480,519</u>	<u>1,158,717</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	205,000	205,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	845	7,093	6,248
Total Capital outlay	<u>845</u>	<u>212,093</u>	<u>211,248</u>
Principal	0	166,557	166,557
Interest	0	32,740	32,740
Total Expenditures:	<u>322,647</u>	<u>1,891,909</u>	<u>1,569,262</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2020 Through 1/31/2021
(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>1,649,578</u>	<u>331,191</u>	<u>1,318,387</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(245,141)	(569,083)	323,942
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(245,141)</u>	<u>(569,083)</u>	<u>323,942</u>
Net change in fund balance	1,404,437	(237,892)	1,642,329
Fund balances, beginning of year	<u>2,678,267</u>	<u>0</u>	<u>2,678,267</u>
Total Fund balances, beginning of year	<u>2,678,267</u>	<u>0</u>	<u>2,678,267</u>
Fund balance, end of period	<u><u>4,082,704</u></u>	<u><u>(237,892)</u></u>	<u><u>4,320,596</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	45,065	49,821	(4,756)
Intergovernmental revenues	0	0	0
Investment income	77	0	77
Miscellaneous	0	0	0
Total Revenues:	<u>45,142</u>	<u>49,821</u>	<u>(4,679)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	47	400	353
CHEMICAL WEED CONTROL	44	176	132
MOWING SERVICES	500	2,163	1,663
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	131	567	436
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	4,000	4,000
REPAIR & MAINT - GENERAL	0	500	500
REPAIR & MAINT-TELEMETRY	0	1,000	1,000
REPAIR & MAINT - GATE	1,900	3,000	1,100
Other	451	496	45
Total Physical Environment	<u>3,073</u>	<u>12,552</u>	<u>9,479</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	296	2,484	2,188
Total Capital outlay	<u>296</u>	<u>2,484</u>	<u>2,188</u>
Total Expenditures:	<u>3,368</u>	<u>15,036</u>	<u>11,668</u>
Excess (deficiency) of revenues over expenditures	<u>41,774</u>	<u>34,785</u>	<u>6,989</u>
Other financing sources (uses):			
Transfers out	(26,483)	(41,706)	15,223
Total Other financing sources (uses):	<u>(26,483)</u>	<u>(41,706)</u>	<u>15,223</u>
Net change in fund balance	15,291	(6,921)	22,212
Fund balances, beginning of year	<u>165,722</u>	<u>0</u>	<u>165,722</u>
Total Fund balances, beginning of year	<u>165,722</u>	<u>0</u>	<u>165,722</u>
Fund balance, end of period	<u>181,012</u>	<u>(6,921)</u>	<u>187,933</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12A
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	24,848	26,789	(1,941)
Intergovernmental revenues	0	0	0
Investment income	45	0	45
Miscellaneous	0	0	0
Total Revenues:	<u>24,893</u>	<u>26,789</u>	<u>(1,896)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	20	170	150
CHEMICAL WEED CONTROL	241	1,044	803
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	376	7,831	7,455
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	0	0
R&M- Aerator refurbishments	0	0	0
Other	1,438	1,515	77
Total Physical Environment	<u>2,075</u>	<u>12,310</u>	<u>10,235</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>2,075</u>	<u>12,310</u>	<u>10,235</u>
Excess (deficiency) of revenues over expenditures	<u>22,818</u>	<u>14,479</u>	<u>8,339</u>
Other financing sources (uses):			
Transfers out	(5,072)	(9,222)	4,150
Total Other financing sources (uses):	<u>(5,072)</u>	<u>(9,222)</u>	<u>4,150</u>
Net change in fund balance	17,746	5,257	12,489
Fund balances, beginning of year	95,372	0	95,372
Total Fund balances, beginning of year	<u>95,372</u>	<u>0</u>	<u>95,372</u>
Fund balance, end of period	<u>113,118</u>	<u>5,257</u>	<u>107,861</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	613,239	700,666	(87,427)
Intergovernmental revenues	0	0	0
Investment income	335	0	335
Miscellaneous	11,450	0	11,450
Total Revenues:	<u>625,024</u>	<u>700,666</u>	<u>(75,642)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	63	5,000	4,938
ENGINEERING-PERMITS	793	0	(793)
LEGAL SERVICES	1,513	2,000	488
WATER QUALITY	0	4,623	4,623
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	547	4,685	4,138
CHEMICAL WEED CONTROL	8,214	35,521	27,307
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	1,143	4,944	3,801
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	562	2,431	1,869
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	19,143	143,005	123,862
REPAIR & MAINT-PUMP STATN	111	20,000	19,889
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	4,750	4,750
REPAIR & MAINT-TELEMTRY	26	6,000	5,974
REPAIR & MAINT-CULVERTS	0	5,000	5,000
REPAIR & MAINT - GATE	0	0	0
R&M- Aerator refurbishments	0	25,000	25,000
R&M- GENERATORS	0	1,000	1,000
Other	37,529	144,497	106,968
Total Physical Environment	<u>69,641</u>	<u>419,456</u>	<u>349,815</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	169	1,418	1,249
Total Capital outlay	<u>169</u>	<u>1,418</u>	<u>1,249</u>
Principal	0	107,713	107,713
Interest	0	30,518	30,518
Total Expenditures:	<u>69,810</u>	<u>559,105</u>	<u>489,295</u>
Excess (deficiency) of revenues over expenditures	<u>555,213</u>	<u>141,561</u>	<u>413,652</u>
Other financing sources (uses):			
Transfers out	(59,968)	(159,150)	99,182
Capital contributions from landowners	0	0	0

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2020 Through 1/31/2021
(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>(59,968)</u>	<u>(159,150)</u>	<u>99,182</u>
Net change in fund balance	495,245	(17,589)	512,834
Fund balances, beginning of year	<u>547,939</u>	<u>0</u>	<u>547,939</u>
Total Fund balances, beginning of year	<u>547,939</u>	<u>0</u>	<u>547,939</u>
Fund balance, end of period	<u>1,043,184</u>	<u>(17,589)</u>	<u>1,060,773</u>

Northern Palm Beach County Improvement District

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

Unit 15

From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	659,203	746,483	(87,280)
Intergovernmental revenues	0	0	0
Investment income	283	0	283
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues:	<u>659,486</u>	<u>746,483</u>	<u>(86,997)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	290	3,000	2,710
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	990	1,000	10
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	430	3,682	3,252
CHEMICAL WEED CONTROL	15,777	68,226	52,449
MOWING SERVICES	2,287	9,888	7,601
TRASH DISPOSAL	7,500	30,000	22,500
LANDSCAPE MAINTENANCE	306	1,323	1,017
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	23,299	142,128	118,829
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	2,800	10,000	7,200
REPAIR & MAINT - GENERAL	14	12,000	11,986
REPAIR & MAINT-TELEMTRY	117	5,000	4,883
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	5,847	25,000	19,153
Other	<u>43,219</u>	<u>138,014</u>	<u>94,795</u>
Total Physical Environment	102,875	449,761	346,886
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	24,000	24,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	18,722	0	(18,722)
Other	<u>718</u>	<u>6,026</u>	<u>5,308</u>
Total Capital outlay	19,439	30,026	10,587
Principal	0	43,640	43,640
Interest	<u>0</u>	<u>30,903</u>	<u>30,903</u>
Total Expenditures:	<u>122,315</u>	<u>554,330</u>	<u>432,015</u>
Excess (deficiency) of revenues over expenditures	<u>537,172</u>	<u>192,153</u>	<u>345,019</u>
Other financing sources (uses):			
Transfers out	<u>(75,461)</u>	<u>(146,705)</u>	<u>71,244</u>
Total Other financing sources (uses):	<u>(75,461)</u>	<u>(146,705)</u>	<u>71,244</u>
Net change in fund balance	461,711	45,448	416,263
Fund balances, beginning of year	450,570	0	450,570

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 15
 From 10/1/2020 Through 1/31/2021
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	450,570	0	450,570
Fund balance, end of period	912,281	45,448	866,833

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	570,877	695,124	(124,247)
Intergovernmental revenues	0	0	0
Investment income	546	0	546
Miscellaneous	62,250	0	62,250
Total Revenues:	633,673	695,124	(61,451)
Expenditures:			
Physical Environment			
ENGINEERING FEES	3,997	33,000	29,003
ENGINEERING-PERMITS	14,079	0	(14,079)
ENVIRONMENTAL LIASON	0	25,031	25,031
LEGAL SERVICES	29,848	5,000	(24,848)
WATER QUALITY	0	5,416	5,416
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	477	4,086	3,609
MARSH MAINT-LITTORAL ZONE	150	5,075	4,925
CHEMICAL WEED CONTROL	9,177	36,708	27,531
MOWING SERVICES	11,963	51,732	39,769
SECURITY SERVICES	112,947	276,441	163,494
TRASH DISPOSAL	90	5,000	4,910
LANDSCAPE MAINTENANCE	1,752	7,577	5,825
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	15,000	15,000
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-CANAL/LAKE	825	20,000	19,175
REPAIR & MAINT - GENERAL	409	1,000	591
REPAIR & MAINT-TELEMETRY	0	10,000	10,000
REPAIR & MAINT-ROADS	2,800	34,250	31,450
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	20,000	20,000
REPAIR & MAINT- STREET SWEEP	1,442	7,750	6,308
Other	11,328	13,307	1,979
Total Physical Environment	201,284	577,088	375,804
Capital outlay			
ROADS/BRIDGES	0	343,000	343,000
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
Other	261	1,144	883
Total Capital outlay	261	344,144	343,883
Principal	0	0	0
Total Expenditures:	201,545	921,232	719,687
Excess (deficiency) of revenues over expenditures	432,128	(226,108)	658,236

Other financing sources (uses):

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Transfers out	(59,362)	(141,712)	82,350
Capital contributions from landowners	<u>32</u>	<u>0</u>	<u>32</u>
Total Other financing sources (uses):	<u>(59,330)</u>	<u>(141,712)</u>	<u>82,382</u>
Net change in fund balance	372,798	(367,820)	740,618
Fund balances, beginning of year	1,111,560	0	1,111,560
Total Fund balances, beginning of year	<u>1,111,560</u>	<u>0</u>	<u>1,111,560</u>
Fund balance, end of period	<u><u>1,484,359</u></u>	<u><u>(367,820)</u></u>	<u><u>1,852,179</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	1,315,320	1,485,387	(170,067)
Intergovernmental revenues	21,545	255,000	(233,455)
Investment income	1,074	0	1,074
Miscellaneous	750	0	750
Total Revenues:	1,338,689	1,740,387	(401,698)
Expenditures:			
Physical Environment			
ENGINEERING FEES	8,142	10,000	1,858
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,640	30,000	27,360
LEGAL - SPECIAL SERVICES	0	0	0
WATER QUALITY	7,039	340,899	333,860
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	1,092	9,364	8,272
MARSH MAINT-LITTORAL ZONE	77,026	338,914	261,888
CHEMICAL WEED CONTROL	39,798	159,190	119,392
TRASH DISPOSAL	273	1,900	1,627
LANDSCAPE MAINTENANCE	3,579	15,477	11,898
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	21,154	147,087	125,933
REPAIR & MAINT-PUMP STATN	30,907	20,000	(10,907)
REPAIR & MAINT-CANAL/LAKE	0	14,000	14,000
REPAIR & MAINT-BLDG	84	15,000	14,916
REPAIR & MAINT - GENERAL	0	8,000	8,000
REPAIR & MAINT-TELEMTRY	8,719	29,000	20,281
REPAIR & MAINT-ROADS	0	35,000	35,000
REPAIR & MAINT-CULVERTS	0	6,250	6,250
REPAIR & MAINT - GATE	4,200	5,000	800
Repairs & Maint - Catch Basins	(4,846)	30,000	34,846
R&M- Aerator refurbishments	0	25,000	25,000
R&M- GENERATORS	0	1,000	1,000
REPAIR & MAINT- STREET SWEEP	6,222	29,000	22,778
Other	57,171	198,007	140,836
Total Physical Environment	263,199	1,468,088	1,204,889
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	345	2,899	2,554
Total Capital outlay	345	2,899	2,554
Principal	0	0	0
Total Expenditures:	263,544	1,470,987	1,207,443

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2020 Through 1/31/2021
(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>1,075,145</u>	<u>269,400</u>	<u>805,745</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(115,741)	(335,749)	220,008
Capital contributions from landowners	8,724	22,047	(13,323)
Total Other financing sources (uses):	<u>(107,017)</u>	<u>(313,702)</u>	<u>206,685</u>
Net change in fund balance	968,127	(44,302)	1,012,429
Fund balances, beginning of year	<u>2,022,248</u>	<u>0</u>	<u>2,022,248</u>
Total Fund balances, beginning of year	<u>2,022,248</u>	<u>0</u>	<u>2,022,248</u>
Fund balance, end of period	<u><u>2,990,375</u></u>	<u><u>(44,302)</u></u>	<u><u>3,034,677</u></u>

Northern Palm Beach County Improvement District

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

Unit 19

From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	269,434	299,860	(30,426)
Intergovernmental revenues	0	0	0
Investment income	159	0	159
Miscellaneous	<u>(303)</u>	<u>0</u>	<u>(303)</u>
Total Revenues:	<u>269,289</u>	<u>299,860</u>	<u>(30,571)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	12,400	12,400
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	270	2,311	2,041
MARSH MAINT-LITTORAL ZONE	4,018	15,568	11,550
CHEMICAL WEED CONTROL	6,600	26,401	19,801
MOWING SERVICES	1,000	4,326	3,326
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	131	567	436
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	12,000	12,000
REPAIR & MAINT-AERATORS	5,219	49,048	43,829
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT - GENERAL	14	2,000	1,986
REPAIR & MAINT-TELEMETRY	0	6,000	6,000
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE	4,000	5,200	1,200
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	6,250	6,250
Other	<u>17,862</u>	<u>44,259</u>	<u>26,397</u>
Total Physical Environment	<u>39,114</u>	<u>223,080</u>	<u>183,966</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>211</u>	<u>1,771</u>	<u>1,560</u>
Total Capital outlay	<u>211</u>	<u>1,771</u>	<u>1,560</u>
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>39,325</u>	<u>224,851</u>	<u>185,526</u>
Excess (deficiency) of revenues over expenditures	<u>229,965</u>	<u>75,009</u>	<u>154,956</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(42,764)</u>	<u>(123,504)</u>	<u>80,740</u>
Total Other financing sources (uses):	<u>(42,764)</u>	<u>(123,504)</u>	<u>80,740</u>
Net change in fund balance	<u>187,201</u>	<u>(48,495)</u>	<u>235,696</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	285,853	0	285,853
Total Fund balances, beginning of year	285,853	0	285,853
Fund balance, end of period	473,054	(48,495)	521,549

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19A
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	35,948	39,109	(3,161)
Investment income	201	0	201
Miscellaneous	0	0	0
Total Revenues:	<u>36,148</u>	<u>39,109</u>	<u>(2,961)</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	13	114	101
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	1,880	10,000	8,120
REPAIR & MAINT-TELEMETRY	0	0	0
Other	359	388	29
Total Physical Environment	<u>2,253</u>	<u>12,002</u>	<u>9,749</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	15,945	0	(15,945)
MACHINERY & EQUIPMENT	0	15,000	15,000
Total Capital outlay	<u>15,945</u>	<u>15,000</u>	<u>(945)</u>
Total Expenditures:	<u>18,198</u>	<u>27,002</u>	<u>8,804</u>
Excess (deficiency) of revenues over expenditures	<u>17,951</u>	<u>12,107</u>	<u>5,844</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(5,228)	(12,107)	6,879
Total Other financing sources (uses):	<u>(5,228)</u>	<u>(12,107)</u>	<u>6,879</u>
Net change in fund balance	12,723	0	12,723
Fund balances, beginning of year	<u>459,676</u>	<u>0</u>	<u>459,676</u>
Total Fund balances, beginning of year	<u>459,676</u>	<u>0</u>	<u>459,676</u>
Fund balance, end of period	<u>472,399</u>	<u>0</u>	<u>472,399</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 20
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	64,781	70,651	(5,870)
Intergovernmental revenues	0	0	0
Investment income	140	0	140
Miscellaneous	175	0	175
Total Revenues:	65,096	70,651	(5,555)
Expenditures:			
Physical Environment			
ENGINEERING FEES	175	150,500	150,325
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
SPECIAL SERVICES	0	0	0
WATER QUALITY	355	1,620	1,265
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	71	609	538
CHEMICAL WEED CONTROL	1,452	6,281	4,829
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	2,500	10,000	7,500
REPAIR & MAINT - GENERAL	1,625	13,500	11,875
Repairs & Maint - Catch Basins	0	15,000	15,000
Other	564	616	52
Total Physical Environment	6,743	198,876	192,133
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	57	478	421
Total Capital outlay	57	478	421
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	6,800	199,354	192,554
Excess (deficiency) of revenues over expenditures	58,296	(128,703)	186,999
Other financing sources (uses):			
Transfers out	(5,787)	(17,412)	11,625
Capital contributions from landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(5,787)	(17,412)	11,625
Net change in fund balance	52,509	(146,115)	198,624
Fund balances, beginning of year	292,859	0	292,859
Total Fund balances, beginning of year	292,859	0	292,859
Fund balance, end of period	345,367	(146,115)	491,482

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	332,603	370,966	(38,363)
Intergovernmental revenues	0	0	0
Investment income	448	0	448
Miscellaneous	0	0	0
Total Revenues:	<u>333,051</u>	<u>370,966</u>	<u>(37,915)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	2,239	1,000	(1,239)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	0	7,545	7,545
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	336	2,877	2,541
MARSH MAINT-LITTORAL ZONE	0	50,000	50,000
CHEMICAL WEED CONTROL	0	25,000	25,000
LANDSCAPE MAINTENANCE	44	189	145
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	56,106	92,000	35,894
REPAIR & MAINT-AERATORS	2,933	39,880	36,947
REPAIR & MAINT-PUMP STATN	242	5,000	4,758
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	9,000	9,000
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-TELEMTRY	0	21,000	21,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	0	0
R&M- GENERATORS	0	1,000	1,000
Other	6,610	16,983	10,373
Total Physical Environment	<u>68,509</u>	<u>281,474</u>	<u>212,965</u>
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	60,670	0	(60,670)
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	64,104	0	(64,104)
Other	45	378	333
Total Capital outlay	<u>124,818</u>	<u>378</u>	<u>(124,440)</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>193,327</u>	<u>281,852</u>	<u>88,525</u>
Excess (deficiency) of revenues over expenditures	<u>139,724</u>	<u>89,114</u>	<u>50,610</u>
Other financing sources (uses):			
Transfers out	(63,429)	(189,114)	125,685

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2020 Through 1/31/2021
(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>(63,429)</u>	<u>(189,114)</u>	<u>125,685</u>
Net change in fund balance	76,295	(100,000)	176,295
Fund balances, beginning of year	<u>1,027,160</u>	<u>0</u>	<u>1,027,160</u>
Total Fund balances, beginning of year	<u>1,027,160</u>	<u>0</u>	<u>1,027,160</u>
Fund balance, end of period	<u>1,103,455</u>	<u>(100,000)</u>	<u>1,203,455</u>

Northern Palm Beach County Improvement District

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

Unit 23

From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	161,964	178,948	(16,984)
Intergovernmental revenues	0	0	0
Investment income	141	0	141
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues:	<u>162,105</u>	<u>178,948</u>	<u>(16,843)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	80	500	420
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	231	500	269
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	135	1,156	1,021
MARSH MAINT-LITTORAL ZONE	4,984	30,558	25,574
CHEMICAL WEED CONTROL	8,400	33,600	25,200
TRASH DISPOSAL	0	500	500
LANDSCAPE MAINTENANCE	73	315	242
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	11,483	60,000	48,517
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	500	3,500	3,000
REPAIR & MAINT-TELEMETRY	0	1,500	1,500
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	200	200
Other	<u>1,614</u>	<u>2,000</u>	<u>386</u>
Total Physical Environment	<u>27,500</u>	<u>139,829</u>	<u>112,329</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>105</u>	<u>882</u>	<u>777</u>
Total Capital outlay	<u>105</u>	<u>882</u>	<u>777</u>
Total Expenditures:	<u>27,605</u>	<u>140,711</u>	<u>113,106</u>
Excess (deficiency) of revenues over expenditures	<u>134,500</u>	<u>38,237</u>	<u>96,263</u>
Other financing sources (uses):			
Transfers out	<u>(31,279)</u>	<u>(73,617)</u>	<u>42,338</u>
Total Other financing sources (uses):	<u>(31,279)</u>	<u>(73,617)</u>	<u>42,338</u>
Net change in fund balance	103,221	(35,380)	138,601
Fund balances, beginning of year	<u>279,902</u>	<u>0</u>	<u>279,902</u>
Total Fund balances, beginning of year	<u>279,902</u>	<u>0</u>	<u>279,902</u>
Fund balance, end of period	<u>383,123</u>	<u>(35,380)</u>	<u>418,503</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 23
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

Current Year Actual	Total Budget - Original	Total Budget Variance - Original
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Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 24
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	182,817	200,052	(17,235)
Intergovernmental revenues	0	0	0
Investment income	404	0	404
Miscellaneous	0	0	0
Total Revenues:	<u>183,221</u>	<u>200,052</u>	<u>(16,831)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	60	500	441
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	158	1,356	1,198
MARSH MAINT-LITTORAL ZONE	12,719	30,558	17,839
CHEMICAL WEED CONTROL	8,525	34,100	25,575
MOWING SERVICES	3,430	14,832	11,402
TRASH DISPOSAL	0	500	500
LANDSCAPE MAINTENANCE	1,253	5,418	4,165
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	3,012	14,000	10,988
REPAIR & MAINT-AERATORS	96	7,054	6,958
REPAIR & MAINT-PUMP STATN	111	5,000	4,889
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	8,000	8,000
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT-WELLS	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	22,000	22,000
REPAIR & MAINT-TELEMETRY	6,123	10,500	4,377
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	2,500	2,500
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	6,250	6,250
R&M- GENERATORS	0	1,000	1,000
Other	4,404	12,653	8,249
Total Physical Environment	<u>39,891</u>	<u>188,221</u>	<u>148,330</u>
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	11,000	11,000
MACHINERY & EQUIPMENT	0	0	0
Other	65	544	479
Total Capital outlay	<u>65</u>	<u>11,544</u>	<u>11,479</u>
Principal	0	0	0
Total Expenditures:	<u>39,955</u>	<u>199,765</u>	<u>159,810</u>
Excess (deficiency) of revenues over expenditures	<u>143,266</u>	<u>287</u>	<u>142,979</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 24
From 10/1/2020 Through 1/31/2021
(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	(39,029)	(88,510)	49,481
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(39,029)</u>	<u>(88,510)</u>	<u>49,481</u>
Net change in fund balance	104,237	(88,223)	192,460
Fund balances, beginning of year	888,866	0	888,866
Total Fund balances, beginning of year	<u>888,866</u>	<u>0</u>	<u>888,866</u>
Fund balance, end of period	<u><u>993,102</u></u>	<u><u>(88,223)</u></u>	<u><u>1,081,325</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 27B
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	106,724	117,582	(10,858)
Investment income	114	0	114
Total Investment income	114	0	114
Total Revenues:	<u>106,837</u>	<u>117,582</u>	<u>(10,745)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	68	500	432
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	139	1,195	1,056
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	4,984	15,568	10,584
CHEMICAL WEED CONTROL	1,201	4,805	3,604
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	40,000	40,000
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	0	0
R & M PRESERVE STRUCTURES	0	0	0
Other	1,067	1,687	620
Total Physical Environment	<u>7,460</u>	<u>67,720</u>	<u>60,260</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	80	675	595
Total Capital outlay	<u>80</u>	<u>675</u>	<u>595</u>
Total Expenditures:	<u>7,541</u>	<u>68,395</u>	<u>60,854</u>
Excess (deficiency) of revenues over expenditures	<u>99,297</u>	<u>49,187</u>	<u>50,110</u>
Other financing sources (uses):			
Transfers out	(17,674)	(49,187)	31,513
Total Other financing sources (uses):	<u>(17,674)</u>	<u>(49,187)</u>	<u>31,513</u>
Net change in fund balance	81,622	0	81,622
Fund balances, beginning of year	<u>227,729</u>	<u>0</u>	<u>227,729</u>
Total Fund balances, beginning of year	<u>227,729</u>	<u>0</u>	<u>227,729</u>
Fund balance, end of period	<u>309,351</u>	<u>0</u>	<u>309,351</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 29
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	35,209	37,169	(1,960)
Intergovernmental revenues	0	0	0
Investment income	90	0	90
Miscellaneous	0	0	0
Total Revenues:	<u>35,299</u>	<u>37,169</u>	<u>(1,870)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
LEGAL SERVICES	0	500	500
WATER QUALITY	231	250	19
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	33	280	247
MARSH MAINT-LITTORAL ZONE	150	5,075	4,925
CHEMICAL WEED CONTROL	2,430	9,720	7,290
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	11,000	11,000
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	1,500	1,500
Other	352	367	15
Total Physical Environment	<u>3,196</u>	<u>29,692</u>	<u>26,496</u>
Capital outlay	20	164	144
Total Expenditures:	<u>3,215</u>	<u>29,856</u>	<u>26,641</u>
Excess (deficiency) of revenues over expenditures	<u>32,084</u>	<u>7,313</u>	<u>24,771</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(8,320)	(18,617)	10,297
Total Other financing sources (uses):	<u>(8,320)</u>	<u>(18,617)</u>	<u>10,297</u>
Net change in fund balance	23,764	(11,304)	35,068
Fund balances, beginning of year	196,640	0	196,640
Total Fund balances, beginning of year	<u>196,640</u>	<u>0</u>	<u>196,640</u>
Fund balance, end of period	<u>220,404</u>	<u>(11,304)</u>	<u>231,708</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	814,825	905,861	(91,036)
Intergovernmental revenues	0	0	0
Investment income	1,828	0	1,828
Miscellaneous	(377)	0	(377)
Total Revenues:	816,276	905,861	(89,585)
Expenditures:			
Physical Environment			
ENGINEERING FEES	12,683	55,000	42,318
ENGINEERING-PERMITS	655	0	(655)
LEGAL SERVICES	2,475	10,000	7,525
WATER QUALITY	0	4,140	4,140
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	467	4,002	3,535
LANDSCAPE MAINTENANCE	102	441	339
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	25,730	208,192	182,462
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	7,500	7,500
REPAIR & MAINT-BLDG	0	15,000	15,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	0	2,000	2,000
REPAIR & MAINT-ROADS	0	25,000	25,000
REPAIR & MAINT-CULVERTS	0	6,250	6,250
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	8,456	30,000	21,544
R&M- Aerator refurbishments	0	31,250	31,250
Other	69,210	208,967	139,757
Total Physical Environment	119,777	613,242	493,465
Capital outlay			
BUILDINGS	0	1,500,000	1,500,000
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	13,718	82,000	68,282
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	126	1,061	935
Total Capital outlay	13,844	1,583,061	1,569,217
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	133,621	2,196,303	2,062,682
Excess (deficiency) of revenues over expenditures	682,655	(1,290,442)	1,973,097
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(80,406)	(209,558)	129,152
Total Other financing sources (uses):	(80,406)	(209,558)	129,152
Net change in fund balance	602,249	(1,500,000)	2,102,249

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 31
 From 10/1/2020 Through 1/31/2021
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	3,902,820	0	3,902,820
Total Fund balances, beginning of year	3,902,820	0	3,902,820
Fund balance, end of period	4,505,069	(1,500,000)	6,005,069

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	15,934	17,171	(1,237)
Intergovernmental revenues	0	0	0
Investment income	6	0	6
Miscellaneous	525	0	525
Total Revenues:	<u>16,465</u>	<u>17,171</u>	<u>(706)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	55	0	(55)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	11	95	84
CHEMICAL WEED CONTROL	408	1,630	1,222
MOWING SERVICES	500	2,163	1,663
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	0	250	250
JANITORIAL	0	0	0
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	1,000	1,000
REPAIR & MAINT - GATE	1,900	2,400	500
Repairs & Maint - Catch Basins	0	0	0
Other	159	170	11
Total Physical Environment	<u>3,033</u>	<u>12,708</u>	<u>9,675</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	8	70	62
Total Capital outlay	<u>8</u>	<u>70</u>	<u>62</u>
Total Expenditures:	<u>3,041</u>	<u>12,778</u>	<u>9,737</u>
Excess (deficiency) of revenues over expenditures	<u>13,424</u>	<u>4,393</u>	<u>9,031</u>
Other financing sources (uses):			
Transfers out	(2,815)	(5,810)	2,995
Total Other financing sources (uses):	<u>(2,815)</u>	<u>(5,810)</u>	<u>2,995</u>
Net change in fund balance	10,608	(1,417)	12,025
Fund balances, beginning of year	8,397	0	8,397
Total Fund balances, beginning of year	<u>8,397</u>	<u>0</u>	<u>8,397</u>
Fund balance, end of period	<u>19,006</u>	<u>(1,417)</u>	<u>20,423</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32A
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	4,294	4,985	(691)
Investment income	16	0	16
Total Investment income	16	0	16
Total Revenues:	<u>4,310</u>	<u>4,985</u>	<u>(675)</u>
Expenditures:			
Physical Environment			
WATER QUALITY	231	250	19
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	6	52	46
MOWING SERVICES	500	2,163	1,663
SECURITY SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
Other	43	49	6
Total Physical Environment	<u>780</u>	<u>2,514</u>	<u>1,734</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>780</u>	<u>2,514</u>	<u>1,734</u>
Excess (deficiency) of revenues over expenditures	<u>3,529</u>	<u>2,471</u>	<u>1,058</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(539)	(723)	184
Total Other financing sources (uses):	<u>(539)</u>	<u>(723)</u>	<u>184</u>
Net change in fund balance	2,990	1,748	1,242
Fund balances, beginning of year	<u>34,364</u>	<u>0</u>	<u>34,364</u>
Total Fund balances, beginning of year	<u>34,364</u>	<u>0</u>	<u>34,364</u>
Fund balance, end of period	<u>37,354</u>	<u>1,748</u>	<u>35,606</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 33
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	13,115	13,513	(398)
Intergovernmental revenues	0	0	0
Investment income	31	0	31
Miscellaneous	0	0	0
Total Revenues:	13,147	13,513	(366)
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
WATER QUALITY	231	0	(231)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	13	110	97
CHEMICAL WEED CONTROL	458	1,832	1,374
MOWING SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	4,000	4,000
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	0	0
Other	131	135	4
Total Physical Environment	833	7,077	6,244
Capital outlay	12	98	86
Total Expenditures:	845	7,175	6,330
Excess (deficiency) of revenues over expenditures	12,302	6,338	5,964
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(3,652)	(8,346)	4,694
Total Other financing sources (uses):	(3,652)	(8,346)	4,694
Net change in fund balance	8,650	(2,008)	10,658
Fund balances, beginning of year	67,981	0	67,981
Total Fund balances, beginning of year	67,981	0	67,981
Fund balance, end of period	76,631	(2,008)	78,639

Northern Palm Beach County Improvement District

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

Unit 34

From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	119,416	147,328	(27,912)
Intergovernmental revenues	0	0	0
Investment income	117	0	117
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues:	<u>119,533</u>	<u>147,328</u>	<u>(27,795)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	85	5,000	4,915
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	6,181	18,544	12,363
AUDITORS SERVICES	153	1,311	1,158
LANDSCAPE MAINTENANCE	2,948	12,747	9,799
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	250	11,717	11,467
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	3,654	37,000	33,346
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	8,507	10,000	1,493
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	7,000	7,000
Other	<u>2,337</u>	<u>5,662</u>	<u>3,325</u>
Total Physical Environment	24,115	109,481	85,366
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>14</u>	<u>116</u>	<u>102</u>
Total Capital outlay	14	116	102
Principal	0	21,668	21,668
Interest	<u>0</u>	<u>7,800</u>	<u>7,800</u>
Total Expenditures:	<u>24,129</u>	<u>139,065</u>	<u>114,936</u>
Excess (deficiency) of revenues over expenditures	<u>95,404</u>	<u>8,263</u>	<u>87,141</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(18,127)</u>	<u>(46,526)</u>	<u>28,399</u>
Total Other financing sources (uses):	<u>(18,127)</u>	<u>(46,526)</u>	<u>28,399</u>
Net change in fund balance	77,277	(38,263)	115,540
Fund balances, beginning of year	<u>237,362</u>	<u>0</u>	<u>237,362</u>
Total Fund balances, beginning of year	<u>237,362</u>	<u>0</u>	<u>237,362</u>
Fund balance, end of period	<u>314,639</u>	<u>(38,263)</u>	<u>352,902</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 34
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

Current Year Actual	Total Budget - Original	Total Budget Variance - Original
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Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 38
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	63,670	73,605	(9,935)
Investment income	94	0	94
Total Investment income	94	0	94
Total Revenues:	<u>63,764</u>	<u>73,605</u>	<u>(9,841)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	128	5,000	4,873
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	25	217	192
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMTRY	0	0	0
REPAIR & MAINT-ROADS	0	20,000	20,000
REPAIR & MAINT-CULVERTS	0	2,500	2,500
Repairs & Maint - Catch Basins	0	10,000	10,000
Other	637	729	92
Total Physical Environment	<u>790</u>	<u>39,946</u>	<u>39,156</u>
Capital outlay			
ROADS/BRIDGES	0	0	0
Other	15	123	108
Total Capital outlay	<u>15</u>	<u>123</u>	<u>108</u>
Total Expenditures:	<u>804</u>	<u>40,069</u>	<u>39,265</u>
Excess (deficiency) of revenues over expenditures	<u>62,960</u>	<u>33,536</u>	<u>29,424</u>
Other financing sources (uses):			
Transfers out	(9,302)	(26,236)	16,934
Total Other financing sources (uses):	<u>(9,302)</u>	<u>(26,236)</u>	<u>16,934</u>
Net change in fund balance	53,658	7,300	46,358
Fund balances, beginning of year	191,950	0	191,950
Total Fund balances, beginning of year	<u>191,950</u>	<u>0</u>	<u>191,950</u>
Fund balance, end of period	<u>245,608</u>	<u>7,300</u>	<u>238,308</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 41
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	3,620	4,129	(509)
Investment income	19	0	19
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues:	<u>3,639</u>	<u>4,129</u>	<u>(490)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
LEGAL SERVICES	0	0	0
WATER QUALITY	231	0	(231)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	5	47	42
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	1,000	1,000
Other	<u>36</u>	<u>42</u>	<u>6</u>
Total Physical Environment	273	1,089	816
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>6</u>	<u>48</u>	<u>42</u>
Total Capital outlay	<u>6</u>	<u>48</u>	<u>42</u>
Total Expenditures:	<u>279</u>	<u>1,137</u>	<u>858</u>
Excess (deficiency) of revenues over expenditures	<u>3,360</u>	<u>2,992</u>	<u>368</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(2,085)</u>	<u>(4,162)</u>	<u>2,077</u>
Total Other financing sources (uses):	<u>(2,085)</u>	<u>(4,162)</u>	<u>2,077</u>
Net change in fund balance	1,275	(1,170)	2,445
Fund balances, beginning of year	<u>42,993</u>	<u>0</u>	<u>42,993</u>
Total Fund balances, beginning of year	<u>42,993</u>	<u>0</u>	<u>42,993</u>
Fund balance, end of period	<u>44,268</u>	<u>(1,170)</u>	<u>45,438</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	736,201	794,569	(58,368)
Intergovernmental revenues	0	0	0
Investment income	501	0	501
Miscellaneous	(810)	0	(810)
Total Revenues:	<u>735,892</u>	<u>794,569</u>	<u>(58,677)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	213	5,000	4,788
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
LEGAL - SPECIAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	639	5,481	4,842
MONITORING REPORT	0	0	0
CHEMICAL WEED CONTROL	29,028	125,525	96,497
MOWING SERVICES	2,613	11,298	8,685
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	938	4,058	3,120
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	59,863	245,000	185,137
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-PUMP STATN	220	15,000	14,780
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	7,000	7,000
REPAIR & MAINT-TELEMTRY	2,289	18,000	15,711
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	1,000	1,000
REPAIR & MAINT - IRRIGATION	0	0	0
R&M- GENERATORS	0	1,000	1,000
R & M PRESERVE STRUCTURES	0	250,000	250,000
Other	18,687	50,902	32,215
Total Physical Environment	<u>114,489</u>	<u>775,979</u>	<u>661,490</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	114	955	841
Total Capital outlay	<u>114</u>	<u>955</u>	<u>841</u>
Total Expenditures:	<u>114,602</u>	<u>776,934</u>	<u>662,332</u>
Excess (deficiency) of revenues over expenditures	<u>621,290</u>	<u>17,635</u>	<u>603,655</u>
Other financing sources (uses):			
Transfers out	(96,785)	(257,635)	160,850
Total Other financing sources (uses):	<u>(96,785)</u>	<u>(257,635)</u>	<u>160,850</u>
Net change in fund balance	<u>524,505</u>	<u>(240,000)</u>	<u>764,505</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	912,347	0	912,347
Total Fund balances, beginning of year	912,347	0	912,347
Fund balance, end of period	1,436,851	(240,000)	1,676,851

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 44
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	40,577	49,327	(8,750)
Intergovernmental revenues	0	0	0
Investment income	232	0	232
Miscellaneous	402	0	402
Total Revenues:	<u>41,212</u>	<u>49,327</u>	<u>(8,115)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	165	500	335
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	152	1,300	1,148
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	4,000	4,000
Other	406	1,538	1,132
Total Physical Environment	<u>722</u>	<u>8,053</u>	<u>7,331</u>
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	29	246	217
Total Capital outlay	<u>29</u>	<u>246</u>	<u>217</u>
Total Expenditures:	<u>752</u>	<u>8,299</u>	<u>7,547</u>
Excess (deficiency) of revenues over expenditures	<u>40,460</u>	<u>41,028</u>	<u>(568)</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(14,357)	(42,835)	28,478
Capital contributions from landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	<u>(14,357)</u>	<u>(42,835)</u>	<u>28,478</u>
Net change in fund balance	26,103	(1,807)	27,910
Fund balances, beginning of year	524,446	0	524,446
Total Fund balances, beginning of year	<u>524,446</u>	<u>0</u>	<u>524,446</u>
Fund balance, end of period	<u>550,549</u>	<u>(1,807)</u>	<u>552,356</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 45
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	226,252	248,875	(22,623)
Intergovernmental revenues	0	0	0
Investment income	159	0	159
Total Investment income	159	0	159
Total Revenues:	226,411	248,875	(22,464)
Expenditures:			
Physical Environment			
ENGINEERING FEES	545	13,000	12,456
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	231	650	419
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	153	1,312	1,159
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	1,117	5,075	3,958
CHEMICAL WEED CONTROL	1,774	7,096	5,322
MOWING SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	11,770	45,000	33,230
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	124,206	106,500	(17,706)
REPAIR & MAINT-CULVERTS	0	4,000	4,000
Repairs & Maint - Catch Basins	0	10,000	10,000
R & M PRESERVE STRUCTURES	0	0	0
REPAIR & MAINT- STREET SWEEP	3,164	16,500	13,337
Other	2,263	2,462	199
Total Physical Environment	145,221	217,595	72,374
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	48	404	356
Total Capital outlay	48	404	356
Debt issuance costs	0	0	0
Total Expenditures:	145,269	217,999	72,730
Excess (deficiency) of revenues over expenditures	81,142	30,876	50,266
Other financing sources (uses):			
Transfers out	(27,034)	(69,691)	42,657
Total Other financing sources (uses):	(27,034)	(69,691)	42,657
Net change in fund balance	54,108	(38,815)	92,923
Fund balances, beginning of year	339,555	0	339,555

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 45
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	339,555	0	339,555
Fund balance, end of period	393,663	(38,815)	432,478

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 46
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	32,810	36,538	(3,728)
Investment income	106	0	106
Miscellaneous	<u>(50)</u>	<u>0</u>	<u>(50)</u>
Total Revenues:	<u>32,867</u>	<u>36,538</u>	<u>(3,671)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	85	5,000	4,915
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	430	430
AUDITORS SERVICES	138	1,184	1,046
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	5,000	5,000
Other	<u>328</u>	<u>2,413</u>	<u>2,085</u>
Total Physical Environment	551	16,527	15,976
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>123</u>	<u>1,031</u>	<u>908</u>
Total Capital outlay	<u>123</u>	<u>1,031</u>	<u>908</u>
Total Expenditures:	<u>674</u>	<u>17,558</u>	<u>16,884</u>
Excess (deficiency) of revenues over expenditures	<u>32,193</u>	<u>18,980</u>	<u>13,213</u>
Other financing sources (uses):			
Transfers out	(7,411)	(18,980)	11,569
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(7,411)</u>	<u>(18,980)</u>	<u>11,569</u>
Net change in fund balance	24,781	0	24,781
Fund balances, beginning of year	<u>233,896</u>	<u>0</u>	<u>233,896</u>
Total Fund balances, beginning of year	<u>233,896</u>	<u>0</u>	<u>233,896</u>
Fund balance, end of period	<u>258,677</u>	<u>0</u>	<u>258,677</u>

Northern Palm Beach County Improvement District

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

Unit 47

From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	36,794	39,767	(2,973)
Intergovernmental revenues	0	0	0
Investment income	174	0	174
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues:	<u>36,968</u>	<u>39,767</u>	<u>(2,799)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	140	1,000	861
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	231	0	(231)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	36	306	270
MARSH MAINT-LITTORAL ZONE	0	0	0
LANDSCAPE MAINTENANCE	175	756	581
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	4,000	4,000
REPAIR & MAINT-TELEMETRY	0	3,000	3,000
REPAIR & MAINT-ROADS	0	3,000	3,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	15,000	15,000
REPAIR & MAINT- STREET SWEEP	0	3,000	3,000
Other	<u>1,138</u>	<u>996</u>	<u>(142)</u>
Total Physical Environment	<u>1,720</u>	<u>34,558</u>	<u>32,838</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>72</u>	<u>601</u>	<u>529</u>
Total Capital outlay	<u>72</u>	<u>601</u>	<u>529</u>
Total Expenditures:	<u>1,791</u>	<u>35,159</u>	<u>33,368</u>
Excess (deficiency) of revenues over expenditures	<u>35,177</u>	<u>4,608</u>	<u>30,569</u>
Other financing sources (uses):			
Transfers out	(8,371)	(24,193)	15,822
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(8,371)</u>	<u>(24,193)</u>	<u>15,822</u>
Net change in fund balance	26,805	(19,585)	46,390
Fund balances, beginning of year	<u>388,304</u>	<u>0</u>	<u>388,304</u>
Total Fund balances, beginning of year	<u>388,304</u>	<u>0</u>	<u>388,304</u>

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 47
 From 10/1/2020 Through 1/31/2021
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	415,109	(19,585)	434,694

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 49
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	59,203	67,521	(8,318)
Investment income	90	0	90
Miscellaneous	1,089	0	1,089
Total Revenues:	<u>60,381</u>	<u>67,521</u>	<u>(7,140)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	85	500	415
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	248	500	253
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	51	433	382
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	1,581	6,322	4,741
MOWING SERVICES	572	2,472	1,900
TRASH DISPOSAL	350	500	150
LANDSCAPE MAINTENANCE	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	3,297	25,000	21,703
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	500	500
Other	592	668	76
Total Physical Environment	<u>6,775</u>	<u>38,895</u>	<u>32,120</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	11	96	85
Total Capital outlay	<u>11</u>	<u>96</u>	<u>85</u>
Total Expenditures:	<u>6,786</u>	<u>38,991</u>	<u>32,205</u>
Excess (deficiency) of revenues over expenditures	<u>53,595</u>	<u>28,530</u>	<u>25,065</u>
Other financing sources (uses):			
Transfers out	(8,552)	(30,830)	22,278
Total Other financing sources (uses):	<u>(8,552)</u>	<u>(30,830)</u>	<u>22,278</u>
Net change in fund balance	45,044	(2,300)	47,344
Fund balances, beginning of year	<u>189,515</u>	<u>0</u>	<u>189,515</u>
Total Fund balances, beginning of year	<u>189,515</u>	<u>0</u>	<u>189,515</u>
Fund balance, end of period	<u>234,559</u>	<u>(2,300)</u>	<u>236,859</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 51
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	25,269	32,226	(6,957)
Investment income	20	0	20
Miscellaneous	0	0	0
Total Revenues:	<u>25,289</u>	<u>32,226</u>	<u>(6,937)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	8,000	8,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
AUDITORS SERVICES	17	142	125
MARSH MAINT-LITTORAL ZONE	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-ROADS	0	10,000	10,000
Other	253	318	65
Total Physical Environment	<u>269</u>	<u>18,960</u>	<u>18,691</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	12	97	85
Total Capital outlay	<u>12</u>	<u>97</u>	<u>85</u>
Total Expenditures:	<u>281</u>	<u>19,057</u>	<u>18,776</u>
Excess (deficiency) of revenues over expenditures	<u>25,008</u>	<u>13,169</u>	<u>11,839</u>
Other financing sources (uses):			
Transfers out	(3,866)	(11,334)	7,468
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(3,866)</u>	<u>(11,334)</u>	<u>7,468</u>
Net change in fund balance	21,142	1,835	19,307
Fund balances, beginning of year	<u>36,066</u>	<u>0</u>	<u>36,066</u>
Total Fund balances, beginning of year	<u>36,066</u>	<u>0</u>	<u>36,066</u>
Fund balance, end of period	<u>57,208</u>	<u>1,835</u>	<u>55,373</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 53
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	14,492	56,934	(42,442)
Investment income	71	0	71
Miscellaneous	43,319	0	43,319
Total Revenues:	<u>57,882</u>	<u>56,934</u>	<u>948</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	3,150	5,000	1,850
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	0	430	430
AUDITORS SERVICES	143	1,227	1,084
TRASH DISPOSAL	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMTRY	156	3,468	3,312
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	0	0
Other	3,021	2,639	(382)
Total Physical Environment	<u>6,470</u>	<u>33,764</u>	<u>27,294</u>
Capital outlay	169	1,420	1,251
Total Expenditures:	<u>6,639</u>	<u>35,184</u>	<u>28,545</u>
Excess (deficiency) of revenues over expenditures	<u>51,242</u>	<u>21,750</u>	<u>29,492</u>
Other financing sources (uses):			
Transfers out	(12,769)	(21,750)	8,981
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(12,769)</u>	<u>(21,750)</u>	<u>8,981</u>
Net change in fund balance	38,474	0	38,474
Fund balances, beginning of year	<u>127,960</u>	<u>0</u>	<u>127,960</u>
Total Fund balances, beginning of year	<u>127,960</u>	<u>0</u>	<u>127,960</u>
Fund balance, end of period	<u>166,434</u>	<u>0</u>	<u>166,434</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Common area fund
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Intergovernmental revenues	0	0	0
Investment income	25	0	25
Total Investment income	25	0	25
Total Revenues:	25	0	25
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
AUDITORS SERVICES	59	503	444
MARSH MAINT-LITTORAL ZONE	0	0	0
TRASH DISPOSAL	7,002	13,300	6,298
LANDSCAPE MAINTENANCE	4,939	21,357	16,418
PRESERVE/EXOTIC MAINT	0	0	0
COMMON AREA MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	1,735	19,800	18,066
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT - IRRIGATION	0	0	0
REPAIR & MAINT- STREET SWEEP	0	4,200	4,200
Other	10,528	19,921	9,393
Total Physical Environment	24,262	79,081	54,819
Capital outlay	0	0	0
Total Expenditures:	24,262	79,081	54,819
Excess (deficiency) of revenues over expenditures	(24,237)	(79,081)	54,844
Other financing sources (uses):			
Transfers out	(915)	(2,453)	1,538
Capital contributions from landowners			
CONTRIBUTIONS GOVERNMENTS	8,361	36,817	(28,456)
Other	10,146	44,717	(34,571)
Total Capital contributions from landowners	18,507	81,534	(63,028)
Total Other financing sources (uses):	17,592	79,081	(61,489)
Net change in fund balance	(6,646)	0	(6,646)
Fund balances, beginning of year	66,647	0	66,647
Total Fund balances, beginning of year	66,647	0	66,647
Fund balance, end of period	60,001	0	60,001

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
NPDES funds
From 10/1/2020 Through 1/31/2021
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Investment income	239	0	239
Miscellaneous	<u>404,058</u>	<u>0</u>	<u>404,058</u>
Total Revenues:	<u>404,297</u>	<u>0</u>	<u>404,297</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	72,917	0	(72,917)
LEGAL SERVICES	4,538	0	(4,538)
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
Other	<u>44,563</u>	<u>0</u>	<u>(44,563)</u>
Total Physical Environment	<u>122,017</u>	<u>0</u>	<u>(122,017)</u>
Total Expenditures:	<u>122,017</u>	<u>0</u>	<u>(122,017)</u>
Excess (deficiency) of revenues over expenditures	<u>282,279</u>	<u>0</u>	<u>282,279</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(460)</u>	<u>0</u>	<u>(460)</u>
Total Other financing sources (uses):	<u>(460)</u>	<u>0</u>	<u>(460)</u>
Net change in fund balance	281,819	0	281,819
Fund balances, beginning of year	<u>284,618</u>	<u>0</u>	<u>284,618</u>
Total Fund balances, beginning of year	<u>284,618</u>	<u>0</u>	<u>284,618</u>
Fund balance, end of period	<u>566,436</u>	<u>0</u>	<u>566,436</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	Unit 2C	Unit 16	Unit 25	Unit 53
Revenues:				
Intergovernmental revenues	134,013	-	-	-
Investment income	1,339	223	9	85
Miscellaneous	-	-	164	-
Total Revenues:	135,352	223	173	85
Expenditures:				
Capital outlay	(47,557)	142	-	58,415
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Total Expenditures:	(47,557)	142	-	58,415
Excess (deficiency) of revenues over expenditures	182,909	81	173	(58,330)
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	(8,722)	(146)	-	(6,927)
Capital contributions from landowners	543,015	-	-	-
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):	534,293	(146)	-	(6,927)
Net change in fund balance	717,202	(66)	173	(65,257)
Fund balances, beginning of year	5,952,844	816,761	20,845	2,361,921
Fund balance, end of period	6,670,046	816,695	20,854	2,296,664

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2020 Through 1/31/2021

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2020 Through 1/31/2021

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	Unit 2A	Unit 2C	Unit 3A	Unit 5B
Revenues:				
Non-ad valorem assessments	348,069	5,169,566	364,944	346,472
Intergovernmental revenues	-	-	-	-
Investment income	63	(8,730)	52	39
Miscellaneous	-	-	-	-
Total Revenues:	348,132	5,160,836	364,996	346,510
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	3,481	51,696	3,649	3,465
Total Expenditures:	3,481	51,696	3,649	3,465
Excess (deficiency) of revenues over expenditures	344,651	5,109,141	361,347	343,046
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	344,651	5,109,141	361,347	343,046
Fund balances, beginning of year	96,653	7,939,824	74,911	29,017
Fund balance, end of period	441,305	13,048,965	436,258	372,062

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	Unit 9A	Unit 9B	Unit 16	Unit 19
Revenues:				
Non-ad valorem assessments	2,411,753	1,119,117	572,578	279,795
Intergovernmental revenues	-	-	-	-
Investment income	614	181	114	25
Miscellaneous	-	-	-	-
Total Revenues:	2,412,367	1,119,298	572,692	279,820
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	24,163	11,191	5,726	2,798
Total Expenditures:	24,163	11,191	5,726	2,798
Excess (deficiency) of revenues over expenditures	2,388,205	1,108,107	566,966	277,022
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Refunding debt Issued	-	-	-	-
(Discount)/Premium 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	2,388,205	1,108,107	566,966	277,022
Fund balances, beginning of year	904,265	914,635	894,992	16,519
Fund balance, end of period	3,292,469	2,022,742	1,461,958	293,541

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	Unit 27B	Unit 43	Unit 44	Unit 45
Revenues:				
Non-ad valorem assessments	245,896	1,126,155	475,833	243,044
Intergovernmental revenues	-	-	-	-
Investment income	54	200	96	72
Miscellaneous	-	-	-	-
Total Revenues:	245,950	1,126,355	475,928	243,115
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	2,459	11,307	4,758	2,475
Total Expenditures:	2,459	11,307	4,758	2,475
Excess (deficiency) of revenues over expenditures	243,491	1,115,048	471,170	240,640
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Refunding debt Issued	-	-	-	-
(Discount)/Premium 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	243,491	1,115,048	471,170	240,640
Fund balances, beginning of year	365,040	527,717	663,044	95,944
Fund balance, end of period	608,532	1,642,766	1,134,214	336,584

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2020 Through 1/31/2021

(In Whole Numbers)

	Unit 46	Unit 53
Revenues:		
Non-ad valorem assessments	685,380	632,755
Intergovernmental revenues	-	-
Investment income	219	514
Miscellaneous	-	-
Total Revenues:	685,600	633,269
Expenditures:		
Principal	-	-
Interest	-	-
Debt issuance costs	-	-
Advance Refunding escrow agent	-	-
Other	6,854	6,327
Total Expenditures:	6,854	6,327
Excess (deficiency) of revenues over expenditures	678,746	626,942
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	678,746	626,942
Fund balances, beginning of year	926,100	3,708,252
Fund balance, end of period	1,604,846	4,335,193

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual- General Fund (Cash Basis)
GEN - General Fund
From 10/1/2020 Through 1/31/2021

	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	365.89	0.00	365.89
Miscellaneous	0.00	0.00	0.00
Total Revenues:	<u>365.89</u>	<u>0.00</u>	<u>365.89</u>
Expenditures:			
Physical Environment			
ADM/OPS SALARIES	687,337.66	2,086,951.00	1,399,613.34
ENGINEERING FEES	40,119.00	50,000.00	9,881.00
LEGAL SERVICES	21,420.00	110,000.00	88,580.00
INSURANCE-GENERAL	214,989.00	234,769.00	19,780.00
PUBLIC INFORMATION	15,703.68	21,000.00	5,296.32
FUEL-VEHICLES	7,141.95	35,000.00	27,858.05
Other	478,830.52	1,715,429.00	1,236,598.48
Total Physical Environment	<u>1,465,541.81</u>	<u>4,253,149.00</u>	<u>2,787,607.19</u>
Capital outlay	44,857.14	76,620.00	31,762.86
Principal	0.00	17,312.00	17,312.00
Interest	0.00	3,403.00	3,403.00
Total Expenditures:	<u>1,510,398.95</u>	<u>4,350,484.00</u>	<u>2,840,085.05</u>
Excess (deficiency) of revenues over expenditures	<u>(1,510,033.06)</u>	<u>(4,350,484.00)</u>	<u>2,840,450.94</u>
Other financing sources (uses):			
Transfers in	1,796,233.74	4,195,484.00	(2,399,250.26)
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	0.00	0.00	0.00
Total Other financing sources (uses):	<u>1,796,233.74</u>	<u>4,195,484.00</u>	<u>(2,399,250.26)</u>
Net change in fund balance	286,200.68	(155,000.00)	441,200.68
Fund balances, beginning of year	1,037,140.21	0.00	1,037,140.21
Total Fund balances, beginning of year	<u>1,037,140.21</u>	<u>0.00</u>	<u>1,037,140.21</u>
Fund balance, end of year	<u>1,323,340.89</u>	<u>(155,000.00)</u>	<u>1,478,340.89</u>

PROOF OF PUBLICATION STATE OF FLORIDA

PUBLIC NOTICE

Before the undersigned authority, personally appeared Teal Pontarelli, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a Legal - PublicNotice was published in said newspaper on: first date of Publication 09/27/2020 and last date of Publication 09/27/2020. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

NORTHERN PBC IMPROV DIST
359 HIATT DR
PALM BEACH GARDENS, FL 33418-7106

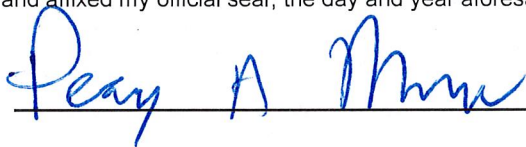
Invoice/Order Number:	0000596649
Ad Cost:	\$213.28
Paid:	\$0.00
Balance Due:	\$213.28

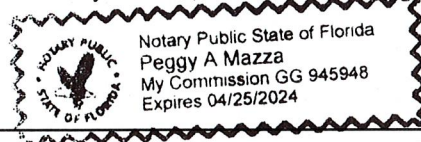
Signed


(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 28th day of September, 2020 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed


(Notary)



Please see Ad on following page(s).

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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, 2020 and Sept. 30, 2021. All such meetings will begin at 8:00 a.m. and, unless held by means of a virtual electronic medium, 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 10/28/2020, 11/18/2020, 12/16/2020, 01/27/2021, 02/24/2021, 03/24/2021, 04/28/2021, 05/26/2021, 06/23/2021, 07/28/2021, 08/25/2021 and 09/22/2021.

Possible Board of Supervisors or Committee meetings may also be held, on an as-needed basis, on the following dates: 01/13/2021, 02/10/2021, 03/10/2021, 04/14/2021, 05/12/2021, 06/09/2021, 07/14/2021 and 08/11/2021.

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
9-27/2020

0000596649-01