

**MINUTES OF A BOARD OF SUPERVISORS MEETING  
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 02/28/24**

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Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:00 a.m. on February 28, 2024, in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida.

**1) ROLL CALL**

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

Also present were Director of Finance & Administration Katie Roundtree; District Engineer Kim Leser; District Clerk Susan Scheff; Director of Operations Ken Roundtree; Budget & Tax Roll Manager Laura Ham; Programs & Facilities Maintenance Administrator Jared Kneiss; Project Coordinator Polly Scherman; Permit Coordinator Kimberly Morgan; Technical Assistant/Records Management Specialist Kathleen Maloney-Pollack; Operations Manager-Aerators Jon Iles; Moises Ariza of Marcum LLP; Tyler Woolsey of Urban Design Studio; Tad Rowe and Paul Buri of Simmons & White, Inc.; John Csapo, Bobby Kraft, Brian Grove and Tyler Gaffney of Kolter; Ray Spear of The Grassroots Corporation; Leonard Hasner of PGA National (Unit 11); David Schindler and Thomas Laussermair of The Preserve at Juno Beach Homeowners Association (Unit 20); and Rita Feinman of BallenIsles Country Club (Unit 31).

**2) ESTABLISHMENT OF A QUORUM**

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

### **3) ADDITIONS OR DELETIONS TO THE AGENDA**

Mr. Beatty reported that there is one addition to the Agenda which will be presented for Board consideration under the Engineer's Report.

### **4) APPROVAL OF MINUTES**

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and unanimously passed approving the Minutes of the January 24, 2024 Regular Meeting.

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

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

### **6) CONSENT AGENDA**

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

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

- a) Multi-Unit  
Consider Purchase Orders to Glasgow Equipment Services, Inc. (5)
- b) Unit No. 2C – Alton  
Consider Acceptance of Bill of Sale – Alton Road Extension & Beckman Terrace
- c) Unit No. 14 – Eastpointe  
Consider Encumbrance Modifications to Ferreira Construction Company (2)
- d) Unit No. 16 – Palm Beach Park of Commerce  
Consider Change Order to J.W. Cheatham, LLC (CO No. 4)
- e) Unit No. 20 – Juno Isles
  - i) Consider Authorization to Record Permit No. PER-20-070 – Lupton
  - ii) Consider Authorization to Record Permit No. PER-20-071 – Jackson
  - iii) Consider Authorization to Record Permit No. PER-20-072 – Hassett
- f) Unit No. 23 – The Shores  
Consider Authorization to Record Permit No. PER-23-056 – Azzara

- g) Unit No. 24 – Ironhorse  
Consider Purchase Order to Palmera Enterprises, LLC
- h) Unit No. 29 – North Fork Development  
Consider Purchase Order to Crocs, LLC
- i) Unit No. 53 – Arden  
Consider Change Order to Centerline Utilities, Inc. (CO No. 6)
- j) General  
Consider Fiscal Year 2024/2025 Budget Calendar
- k) Payment Requests

copies of which are contained in applicable Northern files.

## **7) REGULAR AGENDA**

### **a) GENERAL**

#### **i) Consider Investment Policy Revisions**

Ms. Roundtree stated that several months ago there was a change in the Florida Statutes requiring investment decisions be made solely on factors related to risk and return, rather than the recent focus on environmental, social and governance (ESG) investing. In order to remain compliant, Northern has written applicable language into the policy as well as addressing some additional housekeeping items to reflect current terminology. Ms. Roundtree noted that if the Board has no further questions, a motion was in order to approve the Investment Policy, as revised.

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

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and unanimously passed approving the revised Investment Policy, as presented.

Ms. Roundtree added that these initial changes are currently being made in order to remain in compliance, but additional revisions to the Investment Policy will be presented to the Budget, Banking and Audit Committee for future consideration.

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

Before presenting the Annual Financial Report, Ms. Roundtree advised the Board that internal controls is one of the items that the Auditor checks in preparing this report. She explained how one of Northern’s internal controls, the positive pay process, recently identified and successfully thwarted a washed check fraud attempt, so Northern bore no risk.

Ms. Roundtree then introduced Moises Ariza of Marcum LLP, the Board’s auditors, to present his findings.

Mr. Ariza addressed the Board and explained that Marcum’s team prepares the Auditor’s Opinion on the financial statement, noting that the remainder of the document is prepared by Management which, for audit purposes, is Northern’s Finance Department. The Board Members each had a copy of the Annual Financial Report for the fiscal year ended September 30, 2023, in front of them to follow along as Mr. Ariza briefly reviewed the document with emphasis on Management’s responsibility, the Auditor’s responsibility, the Auditor’s Opinion, some of the financial highlights and the Communication Letter. He reported that it was a clean, Unmodified Opinion and there were no adverse Management Letter comments.

Mr. Ariza stated that the Communication Letter summarizes the Auditor’s processes. He explained that there were no difficulties in performing the audit and no disagreements with Management. He thanked and commended Northern’s Finance Department for their efficiency and assistance throughout the process.

Mr. LaMotte asked how Northern compares to our peers, and Mr. Ariza explained the process a bit further, noting that there is no true ranking. He confirmed that Northern had no negative indicators to report.

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

Ms. Roundtree stated that if the Board has no further questions, a motion was in order to accept the Annual Financial Report for Fiscal Year Ending September 30, 2023.

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

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and unanimously passed accepting the Annual Financial Report for Fiscal Year Ending September 30, 2023, as presented.

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

Ms. Roundtree stated that the three important consultants involved in Northern's bond issues are the Bond Counsel, the Underwriter and the Financial/Municipal Advisor who acts on behalf of the District to make sure the Underwriter prices appropriately. She explained that Clark Bennett was Northern's Municipal Advisor for many years. She further explained that he retired some time ago and Northern briefly entered into an agreement with another gentleman who has since moved on, noting that Mr. Raymond helped out on the last couple of loans. Ms. Roundtree stated that with the potential refunding coming up in Unit 2C and a potential bond issue for a future Unit of Development which will be discussed later in the meeting, it is advisable that Northern retains a Financial Advisor. She reported that Natalie Sidor, who used to work with Raymond James, one of Northern's underwriters, now works with Public Resources Advisory Group (PRAG), a Financial Advisor registered as a Municipal Advisor. Ms. Roundtree noted that Ms. Sidor was with Raymond James in 2014 when Northern issued the bonds in Unit 2C, so she is very familiar with Northern and this issue particularly.

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

Northern has received and Mr. Edwards has reviewed an Engagement Letter from PRAG as well as a copy of the relevant Financial Advisor Agreement for the Authority.

Ms. Roundtree stated that if the Board has no further questions, a motion was in order to approve the Engagement Letter.

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

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and unanimously passed approving the Engagement Letter with Public Resources Advisory Group for Financial Advisor Services.

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

Mr. Beatty stated that representatives of Kolter Homes, the developer of Unit 2C, Alton, met with Staff last month to discuss the possibility of a proposed new Unit of Development on a parcel of property located next to Unit 53, Arden. He stated that prior to consideration of their request to designate Simmons & White as their Project Engineer, Tyler Woolsey of Urban Design Studio is in attendance to give a brief presentation of the proposed development.

Prior to Mr. Woolsey's presentation, John Csapo of The Kolter Group (Kolter) briefly addressed the Board to explain that Kolter would like to give a brief presentation and ask that the Board approve the designation of Simmons & White as Project Engineer for the future Unit of Development, noting that they are working with Staff with regard to the Unit formation. He reported that the project is 446 acres immediately east of the Arden project, explaining that they anticipate the Land Use Amendment will be adopted by the Board of County Commissioners on May 1, 2024.

Mr. Woolsey introduced himself and gave a brief PowerPoint presentation to the Board reviewing the location, unit map and conceptual master plan which is currently in process with Palm Beach County. He explained that the project is just over 446 acres with a proposed 534 homes comprised of 480 single-family homes as well as a 54-unit townhouse pod which will be allocated as workforce housing. Mr.

Woolsey reported that the project also includes an 8.96 acre civic pod which will be dedicated to Palm Beach County for a proposed fire station and library and an 8 acre commercial pod split between retail and office space.

Mr. Woolsey concluded the presentation by noting that they expect the County approval process to be finalized soon with the Planning & Zoning Commission Meeting on April 4, 2024, and the Board of County Commissioners Meeting on May 1, 2024.

Mr. Beatty stated a motion was in order to designate Simmons & White as the Project Engineer for this potential new Unit of Development.

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

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and unanimously passed approving the designation of Simmons & White as Project Engineer for this potential new Unit of Development.

**b) UNIT OF DEVELOPMENT NO. 9B – ABACOA II  
Consider Purchase Order to WGI, Inc.**

Mr. Beatty explained that Northern contracted with WGI, Inc. to provide a study for the preserve structures within Abacoa, since many of them were built over 20 years ago and need attention. He then displayed photos of Wooden Structure 2 which was identified during the inspection as one beyond repair and in need of immediate replacement. He stated that Northern Staff requested a proposal from WGI to prepare all construction documents and specifications for the purpose of replacing the entire structure.

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

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

A **motion** was made by Ms. Baker seconded by Mr. Block and passed by the voting members approving the referenced Purchase Order No. 24-334 to WGI, Inc. in the amount of \$31,630.00.

**c) UNIT OF DEVELOPMENT NO. 11 – PGA NATIONAL  
Consider Cancellation of Recorded Permit No. PER-11-471 – Forster**

Mr. Beatty stated that when Northern issues permits for residential construction, those permits are recorded. He reported that this particular permittee has decided not to move forward with the work, so this document cancels the recordation.

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

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and unanimously passed approving the execution and recording of the subject Notice of Cancellation.

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

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

Ms. Leser explained that there are two items in Unit 16 for consideration and she displayed an aerial depicting the subject areas. She stated that this first item is associated with a Developer within the Palm Beach Park of Commerce whose site plan involved putting a building in an area where Northern has drainage. She explained that they had requested approval to relocate that drainage. The Developer and Northern subsequently entered into an Exchange Agreement in order to allow for the requested relocation. She reported that the Developer has satisfied the requirements of the Exchange Agreement, the facilities have been certified, and the Drainage Easement sketch and description has been reviewed and verified, so a motion is in order to accept the Bill of Sale for the new improvements, accept the Drainage Easement and approve the Partial Release of Easement.

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

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and unanimously passed accepting the Bill of Sale and Drainage Easement and approval of the Partial Release of Easement as set out by the Exchange Agreement.



**ii) Consider Acceptance of Water Management Maintenance Easement**

Ms. Leser stated that this item is also associated with a request for a permit to develop within the Palm Beach Park of Commerce. She explained that, as part of the permit review, Northern has requested a Water Management Maintenance Easement along their property boundary allowing legal access for Northern to maintain the adjacent drainage ditch and Canal Tract 1. She added that there are no fiscal impacts and Staff recommends acceptance of the Water Management Maintenance Easement.

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

A **motion** was made by Ms. Baker, seconded by Mr. LaMotte and unanimously passed accepting the Water Management Maintenance Easement.

**d) UNIT OF DEVELOPMENT NO. 20 – JUNO ISLES  
Consider Termination of Multi-Party Agreement**

Mr. Beatty began by stating that he recently received correspondence regarding the next item from The Preserve at Juno Beach Homeowners Association (HOA or The Preserve) which he passed out to the Board. He explained that Northern entered into a Multi-Party Maintenance Agreement in 2014 for an exfiltration trench within the Juno Isles preserve project, which is located just to the north of Juno Isles. He further explained that the intent of the Agreement was to provide maintenance services for the exfiltration trench, essentially a large drain field which was necessary to provide adequate storage volume for the development. Mr. Beatty advised that the South Florida Water Management District requires that exfiltration systems that are for quantity must be maintained by a government entity and since the Town of Juno Beach did not have the ability to do so at that time, Northern was asked to enter into the Multi-Party Agreement to assist the other parties. Once the developer completed the construction, the HOA became the third party to the Agreement via an Assignment and Assumption Agreement.

Mr. Beatty stated that sometime last year, Northern determined that it would be much easier to provide improved maintenance services to a nearby lake if the HOA granted Northern an easement over a

small strip of property, allowing Northern's contractor access to the lake. He reported that several discussions with the HOA went quite well until Northern held a design meeting on-site and the group was approached by a resident who voiced their displeasure to Northern Staff and also reported their concerns to the HOA. As a result, without being able to present plans for the lake access, the HOA denied Northern's request. Mr. Beatty noted that members of the HOA were in attendance at the meeting. He displayed a photo of an area similar to the proposed design, noting that it would have been minimal in nature and not pose an impact other than providing maintenance access once or twice a month.

Mr. Beatty stated in reviewing the Agreement, he sees no need for Northern to continue providing the exfiltration trench maintenance services, indicating that the Town of Juno Beach, with the cooperation of the HOA, can enter into a contract with a private contractor which will offer them better control over what they need and who may access the property. He explained that Staff is recommending the Board exercise the Termination Clause which, upon serving official Notice, will begin a 180-day window in which the parties may work on the transition of services or, if they choose, a possible solution with Northern.

Mr. Block asked if Northern is trying to get access for a boat, and Mr. Beatty advised that the contractor uses a small Carolina Skiff, explaining that the chemicals used are the same as those used on lawns in the neighborhood. Mr. Block asked how the contractor currently accesses the lake, and Mr. Beatty advised that it has been difficult and they have had to ask residents for access over private property, noting that the proposed access would be easier and much more efficient.

Mr. Cohn called for any comments from the public and a resident rose to address the Board.

David Schindler, Treasurer of the HOA, introduced himself.

Mr. Edwards, in his capacity as Sergeant-at-Arms, informed Mr. Schindler that he is allowed three minutes to speak and, if he has any questions, they should be addressed to Mr. Cohn, as Chair.

Mr. Schindler explained that the HOA was surprised to hear about this action and directed the Board to the bottom of their letter explaining that they wish to initiate the Dispute Resolution Process, as noted in

the Agreement, which allows for all administrative actions to cease in order to allow time to talk before cancellation of the Agreement. He stated that a meeting between the parties has already been scheduled for Friday, March 1, 2024, at the Town of Juno Beach. He reiterated that the HOA is asking for a stay of any action until they have an opportunity to meet, as per the Agreement and as quoted in the request letter from the HOA. He thanked the Board and said he would take any questions.

Ms. Baker asked if the 180-day window, which begins with the Notice of Termination, would allow adequate time for these discussions, and Mr. Schindler states that he has no idea, so they are asking for the stay.

Ms. Baker asked for confirmation of her understanding that if the Board took action today, there would be a 180-day/six-month window in which to have these discussions or this item could be tabled until after the discussion, and Staff advised affirmatively.

Mr. Schindler reiterated that the Agreement allows for a stay of administrative action which is what the HOA is requesting at this time.

Mr. Edwards explained that he disagreed with the HOA's interpretation of the provision of the Agreement being used to seek a stay of administrative action, adding that the provision relates to a Notice of Dispute and there is no dispute stated in the HOA's letter and there is no dispute taking place. He stated that Northern is simply exercising its right within the Agreement to provide its Notice of Intent to terminate the Agreement with or without cause. In addition, he added that there is no indication of a dispute in the HOA letter. Mr. Edwards stated that it is his opinion that this is not an administrative action covered under the stay provision of the Agreement and the Board may move forward. He noted that, as previously stated, there are 180 days within which to talk about anything dealing with the HOA's belief that there is a dispute, but it is important to start the running of the termination timeframe. He added that Northern will continue providing maintenance to the area during those 180 days and then will turnover any excess maintenance funds to the Town of Juno Beach, pursuant to the Agreement.

Mr. Edwards reiterated that it is his position that the Board may move forward with approval of the Notice of Intent, and if the HOA wants to continue its position that this is a dispute, they have legal options available to them. Mr. Edwards stated his belief that the HOA letter is irrelevant in this action and offered Mr. Schindler an opportunity to rebut his comments.

Mr. Schindler stated the HOA opinion that it is very early in the discussion of this issue for the 180 days to run as a result of the misunderstanding between the HOA and Northern. He added that the HOA Board initially gave Northern permission to do the study on the access to the lakes. He stated that the Preserve is not within Northern's jurisdiction and has no use of those lakes at all with the exception of stormwater outfall and he questioned why Northern is not able to find some other access point within Juno Isles. Mr. Schindler explained that The Preserve's residents are concerned about the look and feel of the community and the chemicals being used. He stated that the HOA is simply asking for more time before the dissolution of the Agreement takes place.

Mr. Beatty stated that there is a benefit to The Preserve for the lake system, noting that they discharge into Northern's lake system and, if the Developer had not been able to connect to the lake system, they would not have been able to develop the site. He added that the HOA pays an annual assessment for outfall to the lake system and a separate annual assessment for maintenance of the exfiltration system. He noted that the assessment for the outfall connection would continue and, if no solution is reached, the Town and HOA would enter into an agreement with a private contractor for the exfiltration system.

A general discussion followed with regard to the co-mingling of the issues, the four corners of this Agreement, the conflict with the interpretation of the stay provision and the lack of notice with regard to the termination issue.

Mr. Block summarized his understanding that Staff believes any negotiations can take place within the 180-day window allowed prior to termination and the HOA would rather not have the 180-day window begin, so the Board is being asked to decide whether or not to allow the 180-day time clock to start.

Mr. LaMotte asked how long Staff and the HOA have been discussing this issue and Mr. Beatty advised that work on the study began approximately last summer and Northern unfortunately was not afforded the opportunity to present the proposal before receiving a denial from the HOA.

Mr. Schindler explained that he and the HOA President were walking in the community and happened upon the people conducting the study who explained that they were looking to put in a boat ramp to keep the chemical balance in the lakes. He stated that no official notice had been given and no progress reports had been given aside from some conversations with Mr. Roundtree. He explained that once homeowners found out about it, they were incensed.

Ms. Baker left the meeting at 8:56 a.m. Mr. Cohn acknowledged her departure and confirmed that there is still a quorum.

Mr. Edwards acknowledged that Mr. Schindler has far exceeded the initial three minutes granted for public comment.

Ms. Leser stated that she and Mr. Roundtree met with the HOA quite some time ago and then engaged a survey company approximately six to eight months ago. She further stated that prior to the surveying company visiting the site, the HOA was notified of that visit. She believes it was probably the same people on-site to pick up information and they were accosted by a resident regarding their purpose for being there.

Mr. Beatty asked the HOA representatives if they believe the HOA would approve a design similar to the one he displayed on screen and the HOA President stated that they would have to put it to a vote.

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

A **motion** was made by Mr. LaMotte, seconded by Mr. Block and unanimously passed tabling this item for one month to allow time for discussion among the parties.

Due to technical difficulties, the Committee Reports item was addressed prior to Miscellaneous Reports.

## **9) COMMITTEE REPORTS**

### **a) LEGAL COMMITTEE**

#### **i) Consider Committee Recommendation**

Mr. Edwards reported the Legal Committee was scheduled to meet on February 21, 2024, but due to a lack of quorum, the absent Committee Member was reached via Zoom and a workshop legal meeting took place instead. He stated that Ms. Roundtree will report on the discussion; however, there will be no formal Committee recommendation presented.

Ms. Roundtree explained that Mr. Raymond has now retired and it is in order to appoint a new Bond Counsel. She stated that a general discussion took place for the purpose of discussing how to proceed with the process of filling Northern's Bond Counsel vacancy, whether it be a full Request for Proposals process or to have the Staff, Consultants or Mr. Raymond provide some possible recommendations for consideration. She noted that Mr. Raymond has offered to help the Committee and the Board to come up with some names and to explain the difference between a Bond Counsel and a Disclosure Counsel. Ms. Roundtree explained that Mr. Raymond was serving in both capacities, but these positions can be separated to two different attorneys or possibly one firm acting as both, and she briefly explained the difference between the two positions.

Ms. Roundtree stated that, after discussion with the Committee Members, Staff is recommending that the Board authorize Mr. Raymond's attendance at the next Legal Committee Meeting on March 21, 2024, to advise the Committee on the difference between the Bond Counsel and Disclosure Counsel and provide some recommendations as to who he feels it would be appropriate to interview, noting that a motion would be in order.

Mr. Cohn asked about consolidation versus separation and Ms. Roundtree advised that Mr. Raymond can explain the options and give some guidance to the Committee regarding two separate firms or one firm serving in both capacities.

Ms. Roundtree explained that since Mr. Raymond is now fully retired and has no ties to any firm, he is willing to offer guidance.

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

A **motion** was made by Mr. Block, seconded by Mr. LaMotte and unanimously passed authorizing Mr. Raymond to make a presentation at the Legal Committee Meeting on March 21, 2024, in order to consider his recommendations for filling the Bond Counsel/Disclosure Counsel vacancies.

## **8) MISCELLANEOUS REPORTS**

### **a) ENGINEER**

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

Unit No. 2C - Alton: Ms. Leser stated that the Board approved a Bill of Sale to the City of Palm Beach Gardens for Beckman Terrace and the Alton Road extension on the Consent Agenda, noting that they are the last two roads in Alton to be turned over to the City. She explained that the neighborhood roads owned by Northern are complete with the exception of Parcel D, which should be completed soon.

Mr. LaMotte asked if Northern has any maintenance responsibilities in Artistry, and Ms. Leser advised that Northern maintains the lake interconnect pipes and the control structure.

Unit No. 5A – Henry Rolf: Ms. Leser briefly reviewed the areas served by this pipe project, noting that most of the Phase 1 and 2 work is now complete. She explained that Phase 3, the rehabilitation of the 96” corrugated metal pipe (CMP) within the golf course, was not initially awarded due to a lack of funding, but the Resilient Florida Grant was awarded shortly thereafter. She showed accompanying photos of the site and reported on the progress, noting that the sliplining under Jog Road is now complete and two of the three structures between Vista Parkway South and Vista Parkway are now complete.

Ms. Leser then reported on an issue with a masonry plug collapsing within the 96” CMP causing further damage to the pipe and displayed related photos. As a result of this emergency situation, Northern is no longer able to move forward with the Phase 3 work as initially planned. She explained that with rainy season approaching, Staff requested Mock Roos design new plans for the rehabilitation of this pipe, noting that it is now a remove and replace project due to the condition of the pipe. She further explained the urgency for ordering materials required to complete the work.

Ms. Leser reported that Johnson-Davis, the contractor currently on-site completing Phase 1 and 2, has provided a proposal to complete this Phase 3 work. She and Mock Roos have reviewed and approved this proposal in the amount of \$884,740.00, which includes a deduction of \$49,000 for pipe cleaning and inspection which is no longer needed. The contractor has also asked for some additional time as more golf course restoration will be required with this repair method. She stated that because Northern has a grant for this project and Phase 3 was to be included in the grant, Staff has reached out to the Grant Administrator to explain the emergency situation requiring the changes in Phase 3, and an extra week is being allowed for them to respond.

Mr. Cohn asked if Staff is now considering this to be an emergency need, and Ms. Roundtree explained that as part of Northern’s Purchasing Policy, there is an emergency services purchase allowance which Mr. Beatty can use to authorize Purchase Orders as needed to be ratified by the Board at their next Regular Meeting. In this case, there is enough time to speak to the Board in order to request Board approval.

Mr. Edwards stated that Northern is required to obtain written approval from the Grant Administrator in order to have the work covered for reimbursement by the grant. He is recommending that the Board approve the Change Order authorization to be issued by Mr. Beatty conditioned upon waiting five business days for approval from the Grant Administrator.

Mr. Beatty added that, in the event that the approval is not received within the time allowed, Northern will need to proceed with the required repair.



Ms. Roundtree explained the financing of the project in more detail and how it relates to the grant.

Mr. LaMotte asked if the Grant Administrator has been contacted and Ms. Roundtree stated that she sent the information that prior evening. Ms. Leser added that she recently had a scheduled meeting with the field agent on-site and she showed him this particular area at that time.

Mr. Edwards stated that the motion would be to recommend issuance of the Change Order after five business days.

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

A **motion** was made by Mr. Block, seconded by Mr. LaMotte and unanimously passed approving issuance of the Change Order to Johnson-Davis after five business days, as presented.

Unit No. 16 – Palm Beach Park of Commerce: Ms. Leser stated that the Venture Way project is being wrapped up and should be complete within the next 45 days or so.

Unit No. 43 – Mirasol: Ms. Leser reported that Northern executed a contract with CJ Contracting a couple of months ago, the Notice to Proceed was issued February 5<sup>th</sup>, and a pre-construction meeting will take place on-site next week. She stated that substantial completion is scheduled for May.

Unit No. 53 – Arden: Ms. Leser stated that the last few parcels being completed are D-Southeast, D-Southwest and I-North which are all in the current contract. D-Northeast, D-Northwest and H-North remain to be completed and Lennar provided a Hold Harmless Agreement last month to begin public improvement work in H-North to be directly turned over to Palm Beach County Water Utilities. She added that she has recently received another request for similar smaller phase work in D-Northeast, which has yet to be approved. She then showed before and after project photos, noting where the proposed Unit 54 property is located.

Mr. Edwards asked to explain about the request from Lennar that Ms. Leser recently received in more detail. He stated that the new request is different in one respect than the previous request that the Board approved and for which Lennar provided the indemnification. He explained that the new request

would include Lennar constructing works for Northern, instead of turning them over to other entities, so the question to the Board is if they want to allow that and, if approved, he can provide an Amendment to the Indemnification and Hold Harmless Agreement. He then stated that he is not aware of the timing and is not sure if Lennar can wait a month, so he is asking that the Board authorize that the Indemnification Agreement be expanded in scope to allow for those additional improvements.

Mr. Edwards requested a motion to authorize the expansion of the Indemnification Agreement from Lennar, in order to accelerate the process.

Mr. Cohn asked if Lennar would require compensation for providing the improvements, and Ms. Leser responded that the improvements would be donated to both Palm Beach County Water Utilities and to Northern. She added that this specifically would be to include the Phase 1 portion of Pod D-Northeast.

Mr. Block noted that this item was not included in the Board packet and asked why the Board is being asked to make a motion to approve something without having adequate time to review the related material.

Mr. Edwards stated that it was brought in as a somewhat urgent matter in order for Lennar to sell these lots and the only reason the request is being brought to the Board now is because it is an expansion of an existing Agreement which will allow Northern's President to sign an Amendment in advance of the next meeting.

Mr. Block clarified that the urgency is on Lennar's part and expressed his concerns that there are now only three of five Board Members in attendance to vote on an item with no advance background information provided.

Ms. Leser stated that this Pod was anticipated, approved and permitted and, similar to H-North in which Lennar asked to move forward with building some of the infrastructure without reimbursement that would have been a part of the public bid and Plan of Improvements to be turned over to Palm Beach County Water Utilities. She further explained that Mr. Edwards created the Agreement to protect Northern and

make sure Lennar does what it says it will do, noting that this is a very similar situation with the only difference being that there is some drainage included in this Pod that would be turned over to Northern. Ms. Leser stated that the item can be pushed to next month, if needed.

Mr. Block thanked Ms. Leser for the explanation and asked that, as a rule, Staff and Consultants provide backup information of items of this weight in advance, even if it is by separate email, if added after the Board packet has been completed.

Mr. Edwards stated that he is fine with that request, but confirmed that there will be occasions where something is noted as an addition or deletion to the agenda at the start of a meeting.

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

A **motion** was made by Mr. Block, seconded by Mr. LaMotte and unanimously passed approving to expand the Indemnification and Hold Harmless Agreement approved in January to allow for the additional work in Pod D-Northeast.

**b) ATTORNEY**

Mr. Edwards had nothing further to report.

**c) EXECUTIVE DIRECTOR**

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

**10) RECEIVE AND FILE**

The following items were presented to be received and filed:

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

copies of which are contained in Northern's records.

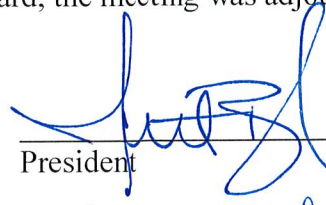
**11) COMMENTS FROM THE BOARD**

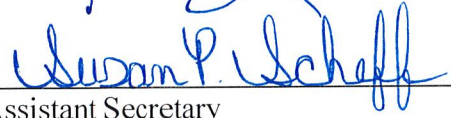
There were no additional comments from the Board.

**12) ADJOURN**

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

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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Assistant Secretary

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME LaMotte, Brian Joseph	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Northern Palm Beach County Improvement District
MAILING ADDRESS 1302 Sonoma Court	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
CITY Palm Beach Gardens	COUNTY Palm Beach
DATE ON WHICH VOTE OCCURRED 02/28/2024	NAME OF POLITICAL SUBDIVISION:  MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, Brian J. LaMotte, hereby disclose that on February 28, 20 24 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- inured to the special gain or loss of WGI, Inc., by \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Unit No. 9B - Abacoa II - Purchase Order to WGI (See above.)

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

02/28/24

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.