



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

PUBLIC HEARING AGENDA
ADMINISTRATIVE BUILDING AND EOC
359 HIATT DRIVE
PALM BEACH GARDENS, FLORIDA
August 24, 2022
8:00 a.m.

- 1) Roll Call
- 2) Establish a Quorum
- 3) Additions or Deletions to the Agenda
- 4) General
Proposed Fiscal Year 2022/2023 Annual Budget and Assessment Roll
 - a) Presentation of Assessment Rates
 - b) Receive Comments from the Public on Proposed 2022/2023 Annual Budget and Assessment Roll
 - c) Receive Comments from the Board on Proposed 2022/2023 Annual Budget and Assessment Roll
- 5) Receive and File
- 6) Adjourn



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: August 24, 2022

FROM: Katie Roundtree, Director of Finance & Administration

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

RE: Proposed Fiscal Year 2022/2023 Annual Budget and Assessment Roll

Background

Pursuant to the provisions of Section 197.3632 and Chapter 189, Florida Statutes, a Notice of Public Hearing was advertised for this meeting for the purpose of receiving public comment on Northern's proposed 2022/2023 Budget, together with the adoption of Northern's 2022/2023 Budget and Non-Ad Valorem Assessment Roll.

The assessment rates for the Fiscal Year (FY) 2022/2023 Budget are attached. The single most important action the Board of Supervisors take each year is the timely approval of Northern's Budget and Non-Ad Valorem Assessment Roll. This concludes six months of preparation and will fund the FY 2022/2023 maintenance activities and provide for the payment of principal and interest to Northern's bondholders.

The final rates are unchanged from the assessment rates approved with the TRIM resolution.

The assessment rates will be incorporated into the final tax roll submitted to Palm Beach County no later than September 15, 2022.

Resolution 2022-05 will be presented in the Regular Meeting that will officially adopt the 2022/2023 Budget and Non-Ad Valorem Assessment Roll as well as appoint representatives to certify the Roll to the Palm Beach County Tax Collector.

Fiscal Impact

The total recommended FY 2022/2023 Budget is \$39,499,544 and is a 9.0% or approximately \$3.3 million increase from the FY 2021/2022 Budget.

Recommendation

This item is presented for public comment and the Resolution will be considered at the Regular Meeting scheduled directly following the Public Hearing.

Budgeted Fiscal Year 2022/2023 Assessment Rates

Unit(s)	Description	22/23 Tax Per Assessable Unit PROPOSED			21/22 Tax Per Assessable Unit FINAL			Incr / (Decr)				Number of assessable units on tax roll	Definition of Assessable Unit
		Debt	Maint	TOTAL	Debt	Maint	TOTAL	Debt	Maint	TOTAL	%		
1	ALL NON EXEMPT PARCELS	-	59.29	59.29	-	63.37	63.37	-	(4.08)	(4.08)	-6%	929.0000	Nearest Whole Acre
2	ALL NON EXEMPT PARCELS	-	41.95	41.95	-	37.04	37.04	-	4.91	4.91	13%	3,235.0000	Nearest Whole Acre
2 and 28	ALL NON EXEMPT PARCELS	-	41.95	41.95	-	37.04	37.04	-	4.91	4.91	13%	252.0000	Nearest Whole Acre
2 and 2A	ALL NON EXEMPT PARCELS	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	3,020.0000	Nearest Whole Acre
2 and 2A	MFR	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	132.0000	Nearest Whole Acre
2 and 2A	SFE	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	33.0000	Nearest Whole Acre
2 and 2A	SFC	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	798.0000	Nearest Whole Acre
2, 2A and 2C	Undeveloped, undifferentiated	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	30.0000	Nearest Whole Acre
2, 2A and 2C	Undeveloped, undifferentiated	20,357.30	1,285.76	21,643.06	16,020.35	646.92	16,667.27	4,336.95	638.84	4,975.79	30%	29.5131	Actual Acreage
2, 2A and 2C	Community Only - Biotech A	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	70.0000	Nearest Whole Acre
2, 2A and 2C	Community Only - Biotech A	10,805.57	682.52	11,488.09	10,808.38	436.45	11,244.83	(2.81)	246.07	243.26	2%	69.8669	Actual Acreage
2, 2A and 2C	Community Only - Biotech B	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	7.0000	Nearest Whole Acre
2, 2A and 2C	Community Only - Biotech B	13,747.75	868.36	14,616.11	13,751.32	555.29	14,306.61	(3.57)	313.07	309.50	2%	6.5695	Actual Acreage
2, 2A and 2C	Community Only - Office	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	26.0000	Nearest Whole Acre
2, 2A and 2C	Community Only - Office	15,895.38	1,004.01	16,899.39	15,899.52	642.03	16,541.55	(4.14)	361.98	357.84	2%	26.4179	Actual Acreage
2, 2A and 2C	Community Only - Hotel	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	-	Nearest Whole Acre
2, 2A and 2C	Community Only - Hotel	40,190.39	2,538.57	42,728.96	40,200.84	1,623.33	41,824.17	(10.45)	915.24	904.79	2%	-	Actual Acreage
2, 2A and 2C	Community Only - Commercial/Retail	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	43.0000	Nearest Whole Acre
2, 2A and 2C	Community Only - Commercial/Retail	11,418.28	721.22	12,139.50	11,421.26	461.20	11,882.46	(2.98)	260.02	257.04	2%	39.3471	Actual Acreage
2, 2A and 2C	Community Only - Apartment	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	13.0000	Nearest Whole Acre
2, 2A and 2C	Community Only - Apartment	11,201.04	866.68	12,067.72	11,203.96	554.21	11,758.17	(2.92)	312.47	309.55	3%	12.7578	Actual Acreage
2, 2A and 2C	Community Only - Utility	61.37	65.17	126.54	70.63	58.22	128.85	(9.26)	6.95	(2.31)	-2%	5.0000	Nearest Whole Acre
2, 2A and 2C	Community Only - Utility	3,682.45	232.60	3,915.05	3,683.41	148.74	3,832.15	(0.96)	83.86	82.90	2%	4.9994	Actual Acreage
2, 2A and 2C	Parcel C -Townhome – Residential	434.98	88.77	523.75	444.34	73.31	517.65	(9.36)	15.46	6.10	1%	143.0000	Nearest Whole Acre
2, 2A and 2C	Parcel C -Townhome – Residential	18,915.59	1,194.78	20,110.37	18,920.51	764.02	19,684.53	(4.92)	430.76	425.84	2%	6.1103	Actual Acreage
2, 2A and 2C	Parcel C -Single Family – Residential	1,251.30	140.33	1,391.63	1,260.87	106.28	1,367.15	(9.57)	34.05	24.48	2%	217.0000	Nearest Whole Acre
2, 2A and 2C	Parcel C -Single Family – Residential	9,465.12	597.85	10,062.97	9,467.58	382.31	9,849.89	(2.46)	215.54	213.08	2%	29.5319	Actual Acreage
2, 2A and 2C	Parcel D -Single Family – Residential	1,143.76	133.54	1,277.30	1,153.30	101.94	1,255.24	(9.54)	31.60	22.06	2%	117.0000	Nearest Whole Acre
2, 2A and 2C	Parcel D -Single Family – Residential	9,465.12	597.85	10,062.97	9,467.58	382.31	9,849.89	(2.46)	215.54	213.08	2%	16.1543	Actual Acreage
2, 2A and 2C	Parcel E -Single Family – Residential	1,142.84	133.48	1,276.32	1,152.38	101.90	1,254.28	(9.54)	31.58	22.04	2%	199.0000	Nearest Whole Acre
2, 2A and 2C	Parcel E -Single Family – Residential	9,465.12	597.85	10,062.97	9,467.58	382.31	9,849.89	(2.46)	215.54	213.08	2%	28.6451	Actual Acreage
2, 2A and 2C	Parcel F -Townhome – Residential	743.19	112.43	855.62	752.63	88.44	841.07	(9.44)	23.99	14.55	2%	255.0000	Nearest Whole Acre
2, 2A and 2C	Parcel F -Townhome – Residential	18,915.59	1,194.78	20,110.37	18,920.51	764.02	19,684.53	(4.92)	430.76	425.84	2%	10.3260	Actual Acreage
2, 2A and 2C	Parcel G -Single Family – Residential	1,262.63	141.05	1,403.68	1,272.20	106.74	1,378.94	(9.57)	34.31	24.74	2%	469.0000	Nearest Whole Acre
2, 2A and 2C	Parcel G -Single Family – Residential	9,465.12	597.85	10,062.97	9,467.58	382.31	9,849.89	(2.46)	215.54	213.08	2%	76.5881	Actual Acreage
3	ALL NON EXEMPT PARCELS	-	129.65	129.65	-	136.86	136.86	-	(7.21)	(7.21)	-5%	1,863.0000	Nearest Whole Acre
3 and 3A	PAR A	515.35	412.81	928.16	509.83	340.15	849.98	5.52	72.66	78.18	9%	74.0000	Nearest Whole Acre
3 and 3A	PAR B	487.74	397.65	885.39	482.52	329.26	811.78	5.22	68.39	73.61	9%	86.0000	Nearest Whole Acre
3 and 3A	PAR C	463.71	384.44	848.15	458.74	319.78	778.52	4.97	64.66	69.63	9%	88.0000	Nearest Whole Acre
3 and 3A	PAR D, PLAT 1	518.78	414.70	933.48	513.22	341.50	854.72	5.56	73.20	78.76	9%	71.0000	Nearest Whole Acre
3 and 3A	PAR D, PLAT 2	464.62	384.94	849.56	459.64	320.14	779.78	4.98	64.80	69.78	9%	15.0000	Nearest Whole Acre
3 and 3A	PAR E	503.07	406.07	909.14	497.68	335.30	832.98	5.39	70.77	76.16	9%	114.0000	Nearest Whole Acre
3 and 3A	PAR F	185.10	231.36	416.46	183.12	209.88	393.00	1.98	21.48	23.46	6%	136.0000	Nearest Whole Acre
3 and 3A	PAR G	557.71	436.09	993.80	551.73	356.86	908.59	5.98	79.23	85.21	9%	40.0000	Nearest Whole Acre
3 and 3A	PAR H	580.17	448.43	1,028.60	573.96	365.72	939.68	6.21	82.71	88.92	9%	54.0000	Nearest Whole Acre
3 and 3A	PAR J	327.39	309.54	636.93	323.89	266.01	589.90	3.50	43.53	47.03	8%	132.0000	Nearest Whole Acre
3 and 3A	APTS & COMMERCIAL	3,640.70	2,130.08	5,770.78	3,601.71	1,572.99	5,174.70	38.99	557.09	596.08	12%	24.0000	Nearest Whole Acre
4	ALL NON EXEMPT PARCELS	-	65.49	65.49	-	64.83	64.83	-	0.66	0.66	1%	8,562.0000	Nearest Whole Acre
5	ALL NON EXEMPT PARCELS	-	64.19	64.19	-	35.96	35.96	-	28.23	28.23	79%	1,642.0000	Nearest Whole Acre
5 and 5E	ALL NON EXEMPT PARCELS	-	64.19	64.19	-	35.96	35.96	-	28.23	28.23	79%	1,348.0000	Nearest Whole Acre
5 and 5A	GOLF COURSE	-	245.98	245.98	-	185.91	185.91	-	60.07	60.07	32%	128.0000	Nearest Whole Acre

Budgeted Fiscal Year 2022/2023 Assessment Rates

Unit(s)	Description	22/23 Tax Per Assessable Unit PROPOSED			21/22 Tax Per Assessable Unit FINAL			Incr / (Decr)				Number of assessable units on tax roll	Definition of Assessable Unit
		Debt	Maint	TOTAL	Debt	Maint	TOTAL	Debt	Maint	TOTAL	%		
5 and 5A	INDUSTRIAL	-	1,237.37	1,237.37	-	1,003.64	1,003.64	-	233.73	233.73	23%	195.0000	Nearest Whole Acre
5 and 5A	Emerald Dunes Condos	-	134.11	134.11	-	93.64	93.64	-	40.47	40.47	43%	302.0000	Nearest Whole Acre
5 and 5A	Business Park Vista Center	-	228.09	228.09	-	171.15	171.15	-	56.94	56.94	33%	136.0000	Nearest Whole Acre
5 and 5A	Ventura Greens at Emerald Dunes	-	231.79	231.79	-	174.20	174.20	-	57.59	57.59	33%	70.0000	Nearest Whole Acre
5 and 5A	Links at Emerald Dunes	-	159.31	159.31	-	114.42	114.42	-	44.89	44.89	39%	185.0000	Nearest Whole Acre
5 and 5A	Villas at Emerald Dunes	-	147.08	147.08	-	104.33	104.33	-	42.75	42.75	41%	184.0000	Nearest Whole Acre
5 and 5A	Vista Center Condos	-	455.25	455.25	-	358.52	358.52	-	96.73	96.73	27%	12.0000	Per Parcel
5 and 5B	RESIDENTIAL	338.21	149.80	488.01	337.26	118.65	455.91	0.95	31.15	32.10	7%	1,082.0000	Nearest Whole Acre
5 and 5B	COMMERCIAL	2,459.24	686.69	3,145.93	2,452.36	637.20	3,089.56	6.88	49.49	56.37	2%	7.0000	Nearest Whole Acre
5 and 5B	Mezzano Condo	95.64	88.40	184.04	95.37	59.34	154.71	0.27	29.06	29.33	19%	240.0000	Nearest Whole Acre
5 and 5C	RESIDENTIAL	-	98.54	98.54	-	69.14	69.14	-	29.40	29.40	43%	1,367.0000	Nearest Whole Acre
5 and 5D	COMMERCIAL/AC	-	132.03	132.03	-	109.43	109.43	-	22.60	22.60	21%	32.0000	Nearest Whole Acre
5 and 5D	San Michele condo	-	68.94	68.94	-	41.10	41.10	-	27.84	27.84	68%	300.0000	Nearest Whole Acre
5 and 5D	RESIDENTIAL	-	166.02	166.02	-	146.24	146.24	-	19.78	19.78	14%	881.0000	Nearest Whole Acre
7	ALL NON EXEMPT PARCELS	-	43.38	43.38	-	40.34	40.34	-	3.04	3.04	8%	2,798.0000	Nearest Whole Acre
9	ALL NON EXEMPT PARCELS	-	69.38	69.38	-	66.99	66.99	-	2.39	2.39	4%	333.0000	Nearest Whole Acre
9 and 28	ALL NON EXEMPT PARCELS	-	69.38	69.38	-	66.99	66.99	-	2.39	2.39	4%	90.0000	Nearest Whole Acre
9, 9A and 9B	RESIDENTIAL/AC	2,546.18	1,149.63	3,695.81	2,533.68	894.70	3,428.38	12.50	254.93	267.43	8%	943.4400	NAV Factor
9, 9A and 9B	GOLF COURSE/AC	770.47	373.09	1,143.56	766.77	302.86	1,069.63	3.70	70.23	73.93	7%	169.3400	NAV Factor
9, 9A and 9B	COMMERCIAL/AC	8,094.06	3,654.26	11,748.32	8,053.72	2,793.13	10,846.85	40.34	861.13	901.47	8%	217.9400	NAV Factor
11	ALL NON EXEMPT PARCELS	-	516.56	516.56	-	463.58	463.58	-	52.98	52.98	11%	3,971.0000	Nearest Whole Acre
11 and 11A	ALL NON EXEMPT PARCELS	-	516.56	516.56	-	463.58	463.58	-	52.98	52.98	11%	1,747.0000	Nearest Whole Acre
12	ALL NON EXEMPT PARCELS	-	33.85	33.85	-	32.01	32.01	-	1.84	1.84	6%	737.0000	Nearest Whole Acre
12 and 31	GOLF COURSE - 12/28/31	-	276.66	276.66	-	334.50	334.50	-	(57.84)	(57.84)	-17%	78.0000	Nearest Whole Acre
12 and 31	RESIDENTIAL - 12/28/31	-	404.81	404.81	-	494.14	494.14	-	(89.33)	(89.33)	-18%	1,057.0000	Nearest Whole Acre
12 and 12A	ALL NON EXEMPT PARCELS	-	230.91	230.91	-	237.91	237.91	-	(7.00)	(7.00)	-3%	127.0000	Nearest Whole Acre
14	A	-	738.11	738.11	-	714.33	714.33	-	23.78	23.78	3%	416.0000	Nearest Whole Acre
14	C (MARSH POINTE)	-	407.90	407.90	-	394.77	394.77	-	13.13	13.13	3%	28.0000	Nearest Whole Acre
14	B	-	738.11	738.11	-	714.33	714.33	-	23.78	23.78	3%	698.0000	Nearest Whole Acre
15	ALL NON EXEMPT PARCELS	-	198.46	198.46	-	181.15	181.15	-	17.31	17.31	10%	4,606.0000	Nearest Whole Acre
16	ALL NON EXEMPT PARCELS	617.61	1,375.41	1,993.02	864.23	1,071.94	1,936.17	(246.62)	303.47	56.85	3%	892.0000	Nearest Whole Acre
18	APARTMENTS	-	2,657.86	2,657.86	-	2,459.53	2,459.53	-	198.33	198.33	8%	15.0000	Nearest Whole Acre
18	COMMERCIAL	-	5,954.52	5,954.52	-	5,510.20	5,510.20	-	444.32	444.32	8%	15.0000	Nearest Whole Acre
18	GOLF COURSE	-	640.18	640.18	-	592.41	592.41	-	47.77	47.77	8%	437.0000	Nearest Whole Acre
18	PSO	-	1,753.85	1,753.85	-	1,622.98	1,622.98	-	130.87	130.87	8%	4.0000	Nearest Whole Acre
18	ERU	-	695.55	695.55	-	643.65	643.65	-	51.90	51.90	8%	1,862.0000	Nearest Whole Acre
19	Non-condo Parcels	-	1,511.73	1,511.73	-	1,660.48	1,660.48	-	(148.75)	(148.75)	-9%	103.0000	Nearest Whole Acre
19 and 19A	52434205250010000	-	10,046.23	10,046.23	-	10,954.46	10,954.46	-	(908.23)	(908.23)	-8%	1.0000	Per Parcel
19 and 19A	52434205260270051	-	3,359.36	3,359.36	-	3,662.28	3,662.28	-	(302.92)	(302.92)	-8%	1.0000	Per Parcel
19 and 19A	52434205260270052	-	1,694.18	1,694.18	-	1,845.87	1,845.87	-	(151.69)	(151.69)	-8%	1.0000	Per Parcel
19 and 19A	52434205260270062	-	1,768.37	1,768.37	-	1,921.26	1,921.26	-	(152.89)	(152.89)	-8%	1.0000	Per Parcel
19 and 19A	52434205260270063	-	5,037.42	5,037.42	-	5,491.76	5,491.76	-	(454.34)	(454.34)	-8%	1.0000	Per Parcel
19 and 19A	52434205260270064	-	5,066.21	5,066.21	-	5,521.02	5,521.02	-	(454.81)	(454.81)	-8%	1.0000	Per Parcel
19 and 19A	52434205260270065	-	1,716.78	1,716.78	-	1,868.84	1,868.84	-	(152.06)	(152.06)	-8%	1.0000	Per Parcel
19 and 19A	52434205260270067	-	1,695.46	1,695.46	-	1,847.17	1,847.17	-	(151.71)	(151.71)	-8%	1.0000	Per Parcel
19 and 19A	52434205260270068	-	1,694.45	1,694.45	-	1,846.15	1,846.15	-	(151.70)	(151.70)	-8%	1.0000	Per Parcel
19 and 19A	52434205260270069	-	1,707.98	1,707.98	-	1,859.90	1,859.90	-	(151.92)	(151.92)	-8%	1.0000	Per Parcel
19 and 19A	2979 PGA CONDO	-	1,162.53	1,162.53	-	1,264.19	1,264.19	-	(101.66)	(101.66)	-8%	3.0000	Per Parcel
19 and 19A	52434205270270042	-	3,416.62	3,416.62	-	3,720.46	3,720.46	-	(303.84)	(303.84)	-8%	1.0000	Per Parcel
19 and 19A	52434206000001100	-	8,594.14	8,594.14	-	9,354.58	9,354.58	-	(760.44)	(760.44)	-8%	1.0000	Per Parcel
19 and 19A	52434206000003040	-	8,432.32	8,432.32	-	9,190.15	9,190.15	-	(757.83)	(757.83)	-8%	1.0000	Per Parcel
19 and 19A	52434206280010000	-	10,435.11	10,435.11	-	11,349.61	11,349.61	-	(914.50)	(914.50)	-8%	1.0000	Per Parcel
19 and 19A	52434206030010000	-	5,120.88	5,120.88	-	5,576.57	5,576.57	-	(455.69)	(455.69)	-8%	1.0000	Per Parcel

Budgeted Fiscal Year 2022/2023 Assessment Rates

Unit(s)	Description	22/23 Tax Per Assessable Unit PROPOSED			21/22 Tax Per Assessable Unit FINAL			Incr / (Decr)				Number of assessable units on tax roll	Definition of Assessable Unit
		Debt	Maint	TOTAL	Debt	Maint	TOTAL	Debt	Maint	TOTAL	%		
19 and 19A	52434206030030000	-	5,127.06	5,127.06	-	5,582.85	5,582.85	-	(455.79)	(455.79)	-8%	1.0000	Per Parcel
19 and 19A	52434206050000000	-	40,265.90	40,265.90	-	43,775.75	43,775.75	-	(3,509.85)	(3,509.85)	-8%	1.0000	Per Parcel
19 and 19A	52434206060000000	-	10,535.61	10,535.61	-	11,451.73	11,451.73	-	(916.12)	(916.12)	-8%	1.0000	Per Parcel
19 and 19A	52434206070010010	-	3,342.79	3,342.79	-	3,645.43	3,645.43	-	(302.64)	(302.64)	-8%	1.0000	Per Parcel
19 and 19A	52434206070010020	-	1,717.72	1,717.72	-	1,869.79	1,869.79	-	(152.07)	(152.07)	-8%	1.0000	Per Parcel
19 and 19A	52434206070020000	-	5,087.51	5,087.51	-	5,542.67	5,542.67	-	(455.16)	(455.16)	-8%	1.0000	Per Parcel
19 and 19A	52434206080010000	-	3,338.97	3,338.97	-	3,641.56	3,641.56	-	(302.59)	(302.59)	-8%	1.0000	Per Parcel
19 and 19A	52434206120010020	-	16,062.54	16,062.54	-	17,440.89	17,440.89	-	(1,378.35)	(1,378.35)	-8%	1.0000	Per Parcel
19 and 19A	52434206120010040	-	3,467.72	3,467.72	-	3,772.38	3,772.38	-	(304.66)	(304.66)	-8%	1.0000	Per Parcel
19 and 19A	52434206120020000	-	14,300.25	14,300.25	-	15,525.82	15,525.82	-	(1,225.57)	(1,225.57)	-8%	1.0000	Per Parcel
19 and 19A	52434206120030000	-	1,786.32	1,786.32	-	1,939.50	1,939.50	-	(153.18)	(153.18)	-8%	1.0000	Per Parcel
19 and 19A	52434206140010000	-	80,185.48	80,185.48	-	87,572.73	87,572.73	-	(7,387.25)	(7,387.25)	-8%	1.0000	Per Parcel
19 and 19A	2701 PGA Blvd Condominium	-	420.25	420.25	-	458.12	458.12	-	(37.87)	(37.87)	-8%	4.0000	Nearest Whole Acre
19 and 19A	Harbour Oaks (317 Units)	-	198.38	198.38	-	216.83	216.83	-	(18.45)	(18.45)	-9%	317.0000	Nearest Whole Acre
19 and 19A	San Matera Condos - 710 sq ft	-	96.64	96.64	-	105.55	105.55	-	(8.91)	(8.91)	-8%	24.0000	Nearest Whole Acre
19 and 19A	San Matera Condos - 783-816 sq ft	-	97.64	97.64	-	106.57	106.57	-	(8.93)	(8.93)	-8%	166.0000	Nearest Whole Acre
19 and 19A	San Matera Condos - 896 sq ft	-	98.52	98.52	-	107.46	107.46	-	(8.94)	(8.94)	-8%	36.0000	Nearest Whole Acre
19 and 19A	San Matera Condos - 999-1016 sq ft	-	99.67	99.67	-	108.63	108.63	-	(8.96)	(8.96)	-8%	194.0000	Nearest Whole Acre
19 and 19A	San Matera Condos - 1081 sq ft	-	100.39	100.39	-	109.37	109.37	-	(8.98)	(8.98)	-8%	24.0000	Nearest Whole Acre
19 and 19A	San Matera Condos - 1203 sq ft	-	101.62	101.62	-	110.62	110.62	-	(9.00)	(9.00)	-8%	24.0000	Nearest Whole Acre
19 and 19A	San Matera Condos - 1288-1331 sq ft	-	102.76	102.76	-	111.78	111.78	-	(9.02)	(9.02)	-8%	128.0000	Nearest Whole Acre
19 and 19A	San Matera Condos - 1370 sq ft	-	103.31	103.31	-	112.34	112.34	-	(9.03)	(9.03)	-8%	44.0000	Nearest Whole Acre
19 and 19A	San Matera Condos - 1718-1730 sq ft	-	106.86	106.86	-	115.94	115.94	-	(9.08)	(9.08)	-8%	20.0000	Nearest Whole Acre
19 and 19A	San Matera Condos - 1818-1832 sq ft	-	107.92	107.92	-	117.02	117.02	-	(9.10)	(9.10)	-8%	16.0000	Nearest Whole Acre
19 and 19A	52434206230010000	-	1,116.94	1,116.94	-	1,216.91	1,216.91	-	(99.97)	(99.97)	-8%	1.0000	Per Parcel
19 and 19A	52434206230020000	-	502.49	502.49	-	547.47	547.47	-	(44.98)	(44.98)	-8%	1.0000	Per Parcel
19 and 19A	52434206230020010	-	1,353.55	1,353.55	-	1,474.71	1,474.71	-	(121.16)	(121.16)	-8%	1.0000	Per Parcel
19 and 19A	52434206230020020	-	1,012.03	1,012.03	-	1,102.61	1,102.61	-	(90.58)	(90.58)	-8%	1.0000	Per Parcel
19 and 19A	52434206230030000	-	1,377.14	1,377.14	-	1,500.40	1,500.40	-	(123.26)	(123.26)	-8%	1.0000	Per Parcel
19 and 19A	52434206230030010	-	1,965.70	1,965.70	-	2,141.64	2,141.64	-	(175.94)	(175.94)	-8%	1.0000	Per Parcel
19 and 19A	52434206230030020	-	1,316.19	1,316.19	-	1,433.99	1,433.99	-	(117.80)	(117.80)	-8%	1.0000	Per Parcel
19 and 19A	52434206230040000	-	757.03	757.03	-	824.79	824.79	-	(67.76)	(67.76)	-8%	1.0000	Per Parcel
19 and 19A	52434206230050000	-	112.41	112.41	-	122.47	122.47	-	(10.06)	(10.06)	-8%	1.0000	Per Parcel
19 and 19A	52434206230060000	-	655.79	655.79	-	714.49	714.49	-	(58.70)	(58.70)	-8%	1.0000	Per Parcel
19 and 19A	Landmark at the Gardens Condos	-	50.27	50.27	-	54.82	54.82	-	(4.55)	(4.55)	-8%	166.0000	Per Parcel
20	A	-	1,088.75	1,088.75	-	1,088.54	1,088.54	-	0.21	0.21	0%	96.0000	Nearest Whole Acre
20	B	-	816.56	816.56	-	816.40	816.40	-	0.16	0.16	0%	23.0000	Nearest Whole Acre
20	C	-	544.37	544.37	-	544.27	544.27	-	0.10	0.10	0%	154.0000	Nearest Whole Acre
20	D	-	272.19	272.19	-	272.13	272.13	-	0.06	0.06	0%	83.0000	Nearest Whole Acre
21	ALL NON EXEMPT PARCELS	-	1,701.27	1,701.27	-	1,247.21	1,247.21	-	454.06	454.06	36%	303.0000	Nearest Whole Acre
23	ALL NON EXEMPT PARCELS	-	452.29	452.29	-	287.44	287.44	-	164.85	164.85	57%	691.0000	Nearest Whole Acre
24 and 24A	ALL NON EXEMPT PARCELS	-	557.60	557.60	-	512.73	512.73	-	44.87	44.87	9%	438.0000	Nearest Whole Acre
27B	Condo units - tax per unit	329.37	298.96	628.33	416.26	204.50	620.76	(86.89)	94.46	7.57	1%	265.0000	Nearest Whole Acre
27B	Townhomes	356.57	242.14	598.71	450.63	165.63	616.26	(94.06)	76.51	(17.55)	-3%	134.0000	Nearest Whole Acre
27B	Single Family - 40 ft lots	557.87	378.84	936.71	705.03	259.14	964.17	(147.16)	119.70	(27.46)	-3%	60.0000	Nearest Whole Acre
27B	Single Family - 50 ft lots	697.34	473.55	1,170.89	881.29	323.93	1,205.22	(183.95)	149.62	(34.33)	-3%	63.0000	Nearest Whole Acre
27B	Single Family - Preserve lots	836.83	568.28	1,405.11	1,057.59	388.73	1,446.32	(220.76)	179.55	(41.21)	-3%	15.0000	Nearest Whole Acre
27B	Commercial	1,273.60	1,339.51	2,613.11	1,609.57	916.27	2,525.84	(335.97)	423.24	87.27	3%	5.8784	Actual Acreage
29	ALL NON EXEMPT PARCELS	-	371.05	371.05	-	319.94	319.94	-	51.11	51.11	16%	132.0000	Nearest Whole Acre
31	Commercial	-	2,541.83	2,541.83	-	3,166.51	3,166.51	-	(624.68)	(624.68)	-20%	2.0000	Nearest Whole Acre
31	GOLF COURSE 28/31	-	242.81	242.81	-	302.49	302.49	-	(59.68)	(59.68)	-20%	355.0000	Nearest Whole Acre
31	RESIDENTIAL 28/31	-	370.96	370.96	-	462.13	462.13	-	(91.17)	(91.17)	-20%	518.0000	Nearest Whole Acre
32	ALL NON EXEMPT PARCELS	-	369.47	369.47	-	366.07	366.07	-	3.40	3.40	1%	27.0000	Nearest Whole Acre

Budgeted Fiscal Year 2022/2023 Assessment Rates

Unit(s)	Description	22/23 Tax Per Assessable Unit PROPOSED			21/22 Tax Per Assessable Unit FINAL			Incr / (Decr)				Number of assessable units on tax roll	Definition of Assessable Unit
		Debt	Maint	TOTAL	Debt	Maint	TOTAL	Debt	Maint	TOTAL	%		
32 and 32A	ALL NON EXEMPT PARCELS	-	557.56	557.56	-	559.89	559.89	-	(2.33)	(2.33)	0%	29.0000	Nearest Whole Acre
33	ALL NON EXEMPT PARCELS	-	215.04	215.04	-	185.38	185.38	-	29.66	29.66	16%	79.0000	Nearest Whole Acre
34	PER CONDO	-	1,038.39	1,038.39	-	972.54	972.54	-	65.85	65.85	7%	20.0000	Nearest Whole Acre
34	SINGLE FAM	-	2,301.78	2,301.78	-	2,155.82	2,155.82	-	145.96	145.96	7%	73.0000	Nearest Whole Acre
38	ALL NON EXEMPT PARCELS	-	767.17	767.17	-	778.24	778.24	-	(11.07)	(11.07)	-1%	99.0000	Nearest Whole Acre
41	ALL NON EXEMPT PARCELS - No Debt	-	127.76	127.76	-	108.76	108.76	-	19.00	19.00	17%	10.0000	Nearest Whole Acre
41	ALL NON EXEMPT PARCELS	-	127.76	127.76	-	108.76	108.76	-	19.00	19.00	17%	29.0000	Nearest Whole Acre
43	SINGLE FAM	2,712.60	1,914.86	4,627.46	2,714.44	1,706.16	4,420.60	(1.84)	208.70	206.86	5%	83.4207	Actual Acreage
43	MULTI FAM	1,638.55	2,968.64	4,607.19	1,639.66	2,645.09	4,284.75	(1.11)	323.55	322.44	8%	30.9283	Actual Acreage
43	SINGLE FAM OTHER	2,036.04	1,474.03	3,510.07	2,037.42	1,313.38	3,350.80	(1.38)	160.65	159.27	5%	279.5652	Actual Acreage
43	GOLF/PRIVATE	1,028.11	744.30	1,772.41	1,028.81	663.18	1,691.99	(0.70)	81.12	80.42	5%	327.6779	Actual Acreage
43	COMMERCIAL	4,790.73	4,630.59	9,421.32	4,793.98	4,125.91	8,919.89	(3.25)	504.68	501.43	6%	14.8688	Actual Acreage
43	CONDO	348.67	252.43	601.10	348.91	224.92	573.83	(0.24)	27.51	27.27	5%	32.0000	Nearest Whole Acre
44	GOLF COURSE	1,434.44	181.93	1,616.37	1,492.14	128.94	1,621.08	(57.70)	52.99	(4.71)	0%	122.0000	Nearest Whole Acre
44	RES COTTAGES	1,894.33	240.26	2,134.59	1,970.53	170.28	2,140.81	(76.20)	69.98	(6.22)	0%	24.0000	Nearest Whole Acre
44	SINGLE FAM RES	6,215.55	788.32	7,003.87	6,465.56	558.73	7,024.29	(250.01)	229.59	(20.42)	0%	46.0000	Per Parcel
44	SINGLE FAM RES - 1 1/2 LOT	9,323.33	1,182.48	10,505.81	9,698.34	838.10	10,536.44	(375.01)	344.38	(30.63)	0%	-	Per Parcel
44	SINGLE FAM RES - DBL LOT	12,431.10	1,576.64	14,007.74	12,931.12	1,117.46	14,048.58	(500.02)	459.18	(40.84)	0%	7.0000	Per Parcel
45	ALL NON EXEMPT PARCELS	867.56	1,327.65	2,195.21	865.20	1,333.54	2,198.74	2.36	(5.89)	(3.53)	0%	325.0000	Nearest Whole Acre
46	Sonoma Isles (fka Lakewood)	657.54	18.73	676.27	657.78	20.90	678.68	(0.24)	(2.17)	(2.41)	0%	274.0000	Nearest Whole Acre
46	Jupiter CC- Single Family Lots	1,101.33	64.10	1,165.43	1,101.72	71.53	1,173.25	(0.39)	(7.43)	(7.82)	-1%	407.0000	Nearest Whole Acre
46	Jupiter CC-Multi Family Pod F Condos	1,081.23	62.93	1,144.16	1,081.61	70.22	1,151.83	(0.38)	(7.29)	(7.67)	-1%	149.0000	Per Parcel
47	ALL NON EXEMPT PARCELS	-	104.63	104.63	-	91.21	91.21	-	13.42	13.42	15%	484.0000	Nearest Whole Acre
49	Parcels East of Congress	-	1,718.68	1,718.68	-	1,466.98	1,466.98	-	251.70	251.70	17%	40.3169	Actual Acreage
49	Parcels West of Congress	-	416.37	416.37	-	355.39	355.39	-	60.98	60.98	17%	36.8288	Actual Acreage
51	SINGLE FAM	-	649.76	649.76	-	516.61	516.61	-	133.15	133.15	26%	48.0000	Nearest Whole Acre
51	MULTI FAM	-	388.43	388.43	-	308.83	308.83	-	79.60	79.60	26%	30.0000	Nearest Whole Acre
53	Lots - Townhome residential	1,066.98	33.93	1,100.91	1,065.10	24.63	1,089.73	1.88	9.30	11.18	1%	228.0000	Nearest Whole Acre
53	Lots -SF residential - ZLL	1,423.98	45.28	1,469.26	1,421.48	32.87	1,454.35	2.50	12.41	14.91	1%	848.0000	Nearest Whole Acre
53	Lots -SF residential - traditional	1,516.38	48.22	1,564.60	1,513.71	35.01	1,548.72	2.67	13.21	15.88	1%	642.0000	Nearest Whole Acre
53	Commercial	-	-	-	4,588.73	106.12	4,694.85	(4,588.73)	(106.12)	(4,694.85)	-100%	-	Actual Acreage
53	Undeveloped undifferentiated	4,156.39	132.16	4,288.55	4,056.74	93.82	4,150.56	99.65	38.34	137.99	3%	187.6780	Actual Acreage

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Caldwell Pacetti Edwards Et Al
Caldwell Pacetti Edwards Et Al
1555 PALM BEACH LAKES BLVD
STE 1200

WEST PALM BEACH FL 334012326

STATE OF FLORIDA, COUNTY OF PALM BEACH

The Palm Beach Post, a daily newspaper printed and published in the city of West Palm Beach and of general circulation in Palm Beach, Martin, Okeechobee and St Lucie Counties, Florida; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

08/07/2022

and that the fees charged are legal.
Sworn to and subscribed before on 08/07/2022

Nicole Jagers
Legal Clerk
Amy Kokott
Notary, State of WI, County of Brown
6/30/2025
My commission expires

Publication Cost: \$213.21
Order No: 7613136 # of Copies: 1
Customer No: 731020
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance

AMY KOKOTT
Notary Public
State of Wisconsin

**NOTICE OF PUBLIC HEARING
ON THE NORTHERN PALM
BEACH COUNTY IMPROVE-
MENT DISTRICT 2022/2023
BUDGET AND NON-AD
VALOREM ASSESSMENT ROLL
NORTHERN PALM BEACH
COUNTY IMPROVEMENT
DISTRICT** will hold a Public Hearing on August 24, 2022 at 8:00 A.M. at its Administrative Offices located at 359 Hiatt Drive, Palm Beach Gardens, Florida 33418-7106, for the purpose of receiving public comment on its 2022/2023 budget and the 2022/2023 non-ad valorem assessment roll for its Units of Development, to be followed by adoption of its 2022/2023 budget and 2022/2023 non-ad valorem assessment roll, plus consideration of such other lawful matters as may come before its Board of Supervisors.
The owners of real property that will be assessed non-ad valorem assessments by Northern have the right to appear and be heard at the Public Hearing. Please be advised that if an affected property owner decides to appeal any decision made with respect to any matter considered at the Public Hearing, the property owner will need to ensure, at the property owner's own expense, that a verbatim record of the proceedings is made and that the record includes the testimony and evidence upon which the property owner's appeal is based.
Following adoption, Northern will certify its 2022/2023 non-ad valorem assessment roll to the Palm Beach County Tax Collector which will thereafter collect the assessments pursuant to the laws of the State of Florida.
In order to assist you in answering any questions you may have regarding the information contained in this notice, please contact Northern by either writing to the address shown above or by calling (561) 624-7830.
Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the Public Hearing because of a disability or physical impairment, should contact Northern's Executive Director at the above number at least two (2) days prior to the Public Hearing.

NORTHERN PALM BEACH
COUNTY
IMPROVEMENT DISTRICT
359 Hiatt Drive
Palm Beach Gardens, Florida 33418-7106
8-7/2022



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
August 24, 2022
8:00 a.m.

- 1) Roll Call
- 2) Establish a Quorum
- 3) Additions or Deletions to the Agenda
- 4) Approval of Minutes
 - a) June 22, 2022 Regular Meeting
 - b) July 13, 2022 Workshop
 - c) July 27, 2022 Regular Meeting
- 5) Comments from the Public for Items not on the Agenda
- 6) **Consent Agenda (Ask for Public Comment before approving Consent Agenda)**
 - a) Multi-Unit
Consider Ratification of Certificates of Correction
 - b) Unit No. 2C – Alton
Consider Purchase Order to Michael B. Schorah & Associates, Inc.
 - c) Unit No. 5A – Vista Center of Palm Beach
Consider Landowner Request for Consent to Palm Beach County Variance
 - d) Unit No. 16 - Palm Beach Park of Commerce
Consider Eighteenth Addendum to Law Enforcement Service Agreement – Sheriff of Palm Beach County
 - e) Unit No. 53 – Arden
Consider Change Order to Centerline Utilities – Pods G-North and H-South (CO No. 7)
 - f) General
Consider Board Meeting Schedule – Fiscal Year 2022/2023
 - g) Payment Requests
- 7) **Regular Agenda**
 - a) Unit No. 2C – Alton
Status Report

- b) Unit No. 14 – Eastpointe
 - i) Consider Acceptance of Bill of Sale
Ask for Public Comment
 - ii) Consider License Agreement
Ask for Public Comment
 - iii) Consider Third Amendment to Exchange Agreement
Ask for Public Comment
 - iv) Consider Corrective Quit Claim Deed
Ask for Public Comment

- c) Unit No. 16 – Palm Beach Park of Commerce
 - i) Consider Ingress/Egress Easement
Ask for Public Comment
 - ii) Consider Assignment, Release and Assumption Agreement
Ask for Public Comment

- d) Unit No. 18 – Ibis Golf & Country Club
Consider Award of Contract to Solitude Lake Management, LLC
Ask for Public Comment

- e) Unit No. 31 – BallenIsles Country Club
Discuss Landowner Request

- f) Unit No. 49 – Northern Palm Beach County Business Park
Consider Acceptance of Special Warranty Deed
Ask for Public Comment

- g) Unit No. 53 - Arden
Status Report

- h) General
 - i) Consider Resolution Approving & Adopting the 2022/2023 Annual Budget and Assessment Roll (2022-05)
Ask for Public Comment
 - ii) Consider Approval of Grant Agreements (2)
Ask for Public Comment
 - iii) Conversion of Septic Sewer Systems to Sewer Line Systems Update

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 meeting:

September 28, 2022 – 8:00 a.m.- Regular Meeting

**MINUTES OF A BOARD OF SUPERVISORS MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 06/22/22**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:03 a.m. on June 22, 2022, 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, Adrian M. Salee, Gregory Block and Ellen T. Baker; 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 & Assessment Roll Manager Laura Ham; Programs & Facilities Maintenance Administrator Jared Kneiss; Staff Biologist Sam Payson; Environmental Technician Lucas Schaffer; Technical Assistant/Records Management Specialist Kathleen Maloney-Pollack; SCADA & Technology Analyst Ross Keith; Operations Manager-Aerators Jon Iles; Jonathan Ricketts of J.T.R., Inc.; and Brian LaMotte of WGI, Inc.

2) ESTABLISHMENT OF A QUORUM

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

3) ADDITIONS OR DELETIONS TO THE AGENDA

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

4) APPROVAL OF MINUTES

A **motion** was made by Mr. Salee, seconded by Mr. Cohn and unanimously passed approving the Minutes of the May 25, 2022 Regular Meeting.

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

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

6) CONSENT AGENDA

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

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

- a) Unit No. 53 – Arden
 - i) Consider Non-Interference Agreement for Parcels D-Southeast, D-Southwest and I-North
 - ii) Consider Change Order to Centerline Utilities, Inc. – Pods G-North and H-South (CO No. 5)
- b) Payment Requests

copies of which are contained in applicable Northern files.

7) REGULAR AGENDA

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

Mr. Beatty began by showing the Board the unit map and displaying the site plan. He reported that the construction progress is ongoing, but there are no photos since there are no significant changes to be seen. He stated that there will be a final lift of paving project for several roads in the near future.

Mr. Block asked if Northern anticipates any involvement for the construction of the hospital facilities, and Mr. Beatty advised that Northern will be required to permit them and review the plans to see if they meet the required stormwater management criteria.

Mr. Salee asked if Northern anticipated when that might occur, and Mr. Beatty advised that the timeline is unknown.

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

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

Mr. Beatty explained that Northern had entered into an Exchange Agreement with Discovery Village, the previous owner of this parcel, involving a couple of onsite lakes that were to be relocated on a parcel dedicated to Northern. He further explained that the Emerald Dunes Golf Course has now purchased this parcel and is in the application process with Palm Beach County for rezoning and site plan modification to incorporate the parcel into the golf course. He stated that, in order to avoid the reverter clauses in the Exchange Agreement to take effect, they have requested a 12-month extension to the July 13, 2022, substantial completion deadline. He further stated that Staff recommends approval of the extension.

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

A **motion** was made by Mr. Salee, seconded by Mr. Cohn and unanimously passed approving the Third Amendment to the Exchange Agreement.

**c) UNIT OF DEVELOPMENT NO. 9A – ABACOA I
Consider Quit Claim Deed to the Town of Jupiter**

Ms. Leser explained that this item is related to a permit which was issued in September of 2021 for the extension of Innovation Way including a connection to University Boulevard (Blvd.). She stated that this roadway was contemplated to be constructed by a private developer and turned over to the Town of Jupiter, and a plat dedicating that road right-of-way of Innovation Way was recorded in September of 2021. She noted that the roadway alignment at the intersection of University Blvd. creates a visibility concern for vehicles heading west onto University Blvd., so a request was made by the Town of Jupiter to provide maintenance rights to the northeast corner of Northern's gateway tract or the southwest corner of the intersection. Ms. Leser stated that Northern prepared a Quit Claim Deed to the Town of Jupiter to allow clear, safe sight area perpetually. She further stated that a sidewalk and a gopher tortoise gateway fence will be relocated as a provision of the Quit Claim Deed.

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

A **motion** was made by Mr. Salee, seconded by Mr. Cohn and unanimously passed approving the Quit Claim Deed to the Town of Jupiter.

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

Mr. Beatty began by showing the Board the unit map and site plan. He then stated that this report was similar to that of Unit 2C in that there are no photos, since no visual significant changes have taken place. The new owner is involved in acquiring the necessary approvals from other agencies at this time. He noted that there will be a pre-bid meeting taking place following this meeting for the parcels recently acquired by Lennar Homes, and an award of contract is anticipated to be presented for consideration at the July Board Meeting.

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

e) GENERAL

i) Consider TRIM Resolution for Proposed Fiscal Year 2022-2023 Annual Budget (2022-02)

Ms. Roundtree stated that this is the next step in the budget approval process for fiscal year 2022/2023, noting that Staff has now received and reviewed the 2022 tax roll from the Property Appraiser's Office. She reported that there were not many changes to the assessment rates since last month's budget presentation, explaining that the rate adjustments reflecting the reductions resulting from the finalization of the mowing and landscape service contracts have been included.

Ms. Roundtree reported that Mr. Edwards has prepared Resolution No. 2022-02 which approves the TRIM ("Truth in Millage") rates and allows for changes to the Proposed Budget for Fiscal Year 2022/2023, if necessary. She noted that those rates are due for submittal to the Property Appraiser's office in mid-July and, unless the Board has any questions, a motion is in order.

Ms. Baker had several questions with regard to a previous aerator count discrepancy and position clarifications on the organizational chart, which Ms. Roundtree answered.

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

A **motion** was made by Mr. Salee, seconded by Mr. Cohn and unanimously passed approving the Proposed Budget for Fiscal Year 2022/2023 and Resolution 2022-02 for adoption of the Proposed Budget and Assessment Rates for TRIM.

ii) Consider Resolution Authorizing Credit Card Agreement with Synovus Bank (2022-03)

Ms. Roundtree gave a brief history of Northern’s credit card program and associated fees. She explained that Northern currently has a relationship with Synovus Bank handling several loans. Their representatives provided information on their credit card program, and it is similar to Northern’s current program, but without the associated fees. She stated that Resolution No. 2022-03 authorizes moving Northern’s credit card program to Synovus Bank, setting the limits, and designating Ms. Roundtree and Mr. Beatty as administrators of the program.

Mr. Boykin asked if all of the employees have business credit cards. Ms. Roundtree advised that most of Northern’s employees do have cards, adding that the use varies depending upon department need.

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

A **motion** was made by Mr. Salee, seconded by Mr. Cohn and unanimously passed approving Resolution No. 2022-03 authorizing the execution of a credit card account application with Synovus Bank.

iii) Consider Authorization Request for Purchase of District Vehicles

Mr. Beatty reported that this item is related to the replacement of three vehicles which have met the requirements for vehicle replacement and have been included in the Fiscal Year 2022/2023 Budget. He stated that Staff has been advised by several local dealerships that vehicles have been very difficult to procure, as supply is very limited. Staff is seeking Board authorization to use reserves to purchase vehicles

prior to the fiscal year beginning October 1, 2022. He explained that, if a vehicle becomes available, a purchase order will be brought to the Board for approval, and those funds will be reimbursed from the approved Fiscal Year 2022/2023 Budget after October 1, 2022.

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

A **motion** was made by Mr. Salee, seconded by Mr. Cohn and unanimously passed approving the use of reserves for the purpose of purchasing vehicles as they become available and reimbursement of those reserves from Fiscal Year 2022/2023 budgeted revenues.

iv) Environmental Presentation

Mr. Beatty reported that this is the third in a series of presentations that he has asked Staff to provide the Board, beginning with the Telemetry Program and Aerator Program. He stated that Ms. Leser will make the introductions.

Ms. Leser stated that she was excited for the opportunity to have Sam Payson and Lucas Schaffer of Northern's Environmental Division make this presentation to the Board and briefly gave their backgrounds. She stated that Mr. Payson has been with Northern since 1992 as its Staff Biologist, and Mr. Schaffer began with Northern in 2015, initially as a GIS and Biologist Intern and starting full-time as an Environmental Technician in 2019. She noted their various degrees and certifications and then turned the presentation over to Mr. Payson.

Mr. Payson stated that he and Mr. Schaffer have worked together for approximately four years and then began by telling a quick story illustrating how their skills sets complement each other. He explained that they manage approximately \$3.9 million in contracts, the bulk of them involving aquatic weed and marsh maintenance and/or preserve maintenance, and he briefly reviewed the list. Mr. Payson also described the various permit requirements that they must oversee, noting that it involves over 1,700 acres of preserve with over 20 miles of trails throughout 15 units. He reviewed the preserve work process

with regard to crews, types of preserves, types of invasive plants and work plans.

Mr. Boykin asked if they have encountered issues with invasive animals, and Mr. Payson advised that they have issues with invasive lizards and stated that pigs can be a huge problem. He further stated that the County hires trappers to control the population and some communities have hired their own trappers. A general discussion followed with regard to other animal species.

Mr. Block asked if Staff has issues with dumping and people camping out. Mr. Payson replied affirmatively, and Mr. Beatty noted it would be addressed in related photos.

Mr. Payson showed the Board before and after photos of various preserve work and explained the work involved, including the process of cleaning out camps.

Mr. Payson ended his portion of the presentation by addressing homeowner requests. Ms. Baker asked about a recent homeowner request, and Mr. Payson explained that the issue has been taken care of.

At this time, Mr. Schaffer addressed the Board to continue the presentation beginning with the Aquatics Program. He stated that Northern has over 1,200 acres of surface water in 300 separate water bodies across 13 Units that they manage. He explained the program in more detail with emphasis on problems in dealing with algae and the benefits of native plants.

Mr. Schaffer then discussed the Marsh Maintenance Program in detail. He stated that Northern has over 270 acres of created wetlands and explained the crew schedule in PGA National (Unit 11) and Ibis Golf & Country Club (Unit 31), noting that they remove over 600 tons of debris from these two Units each year. He then showed a before and after photo of one of the water bodies in Unit 11.

Mr. Block asked what is done with the plant biomass, and Mr. Schaffer advised that the crews take it directly to the dump.

Mr. Schaffer briefly reviewed the Drone Program and its use in the Environmental Program, showing a couple of photos taken from the drone.

Mr. Cohn left the meeting at 8:40 a.m.

Mr. Schaffer completed his presentation by showing progress photos of some projects and various photos of the wildlife that they have encountered in several of Northern's Units.

The Board thanked Mr. Payson and Mr. Schaffer for their presentation.

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

8) MISCELLANEOUS REPORTS

a) ENGINEER

Ms. Leser had nothing to report.

b) ATTORNEY

Mr. Edwards reminded the Board to submit their 2021 Form 1 Statements.

c) EXECUTIVE DIRECTOR

Mr. Beatty stated that he attended the Florida Association of Special Districts (FASD) Annual Conference in Orlando, noting that Ms. Baker and Jared Kneiss attended as well.

He also reported that he is still waiting to hear from the South Florida Water Management District on the Unit 18 issue. He will be calling them later today for the status with regard to the letter Staff sent them in response to their Notice of Non-Compliance.

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

9) COMMITTEE REPORTS

a) PERSONNEL COMMITTEE **Consider Committee Recommendations**

Mr. Boykin reported that the Committee met on June 8, 2022, explaining he will review the recommendations and then suggested that one motion be made to consider all of the Committee recommendations.

Ms. Baker stated that she has questions and comments. She first stated that she would have liked to have been notified of and attended the Committee meeting, and Mr. Edwards made Ms. Baker aware of the Government in the Sunshine issue as two Board Members already sit on that Committee. She thanked him for that information. She then asked what method was used to determine Mr. Beatty's evaluation, and Mr. Boykin briefly reviewed what information is provided and the process, confirming that a rating form is not used to judge progress or performance. She thanked him for the information and stated she had no further questions.

Mr. Boykin briefly reviewed the Committee recommendations for consideration, stating that the first recommendation was related to a minor change to the Personnel Manual with regard to vacation time, the second recommendation was in reference to Mr. Beatty's review and the third recommendation was related to a cost-of-living adjustment for Staff in addition to merit increases. He then asked the Board if they had any questions with regard to the Committee recommendations.

Ms. Baker asked if all of the Board Members would be able to evaluate Mr. Beatty on paper and submit it to the Committee. Mr. Edwards explained that there is nothing prohibiting a Board Member from submitting comments to a Committee for consideration and advised that all Committee recommendations are considered by the Board for approval prior to adoption.

A general discussion followed with regard to the Committee process and the forum in which other Board Members can give input, the seamless transition following Mr. Bardin's retirement and the difference between a performance bonus and a merit increase.

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

A **motion** was made by Mr. Salee, seconded by Mr. Block and unanimously passed approving the Committee recommendations.

Mr. Boykin then asked the Board for a motion to approve the Personnel Committee minutes of June 8, 2022.

A **motion** was made by Mr. Salee, seconded by Mr. Block and unanimously passed approving the Personnel Committee minutes of June 8, 2022.

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

Ms. Baker stated that would like to have a workshop to discuss how many of Northern's Units still have septic systems. She explained that she attended two meetings with Chris Lyon of Lewis, Longman & Walker that addressed grant money in the State budget. She believes that a Local Bill would be required for septic to sewer conversion and noted that she has a good relationship with the Palm Beach County Legislative Delegation. She reviewed the monies that have been allocated and also expressed an interest in pursuing grant monies available for other environmental projects.

Mr. Beatty stated that he would reach out to Al Malefatto of Lewis, Longman & Walker to get further information on the process.

A general discussion followed with regard to whether future discussion on this matter is better suited for a Workshop or for Committee consideration, the availability of former legislation for review, the timing of scheduling a Workshop, and the history of Northern's Strategic Plan process.

Ms. Baker thanked Mr. Beatty and Mr. Kneiss for helping navigate the FASD conference, and she reported that she only has two more hours remaining before becoming a Certified District Official.

12) ADJOURN

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

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

President

Assistant Secretary

**MINUTES OF A BOARD OF SUPERVISORS WORKSHOP MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 07/13/22**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:02 a.m. on July 13, 2022, 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 and Ellen T. Baker; and Executive Director Dan Beatty.

Also present were Director of Finance & Administration Katie Roundtree; District Engineer Kim Leser; District Clerk Susan Scheff; Director of Operations Ken Roundtree; and Technical Assistant/Records Management Specialist Kathleen Maloney-Pollack.

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 no additions or deletions to the Agenda were necessary; however, he reported that he found out yesterday that General Counsel Kenneth Edwards has COVID-19 and will not be in attendance. He also noted that Board President Matthew Boykin was unable to attend this Workshop and Supervisor Adrian Salee has not yet arrived.

Mr. Cohn stated that he also spoke with Mr. Edwards yesterday, advising that Mr. Edwards recommended that the Board adjourn this meeting and defer it to a future time when everyone is in attendance. He continued to explain that the idea of pursuing funding opportunities for conversion of septic systems could have legal ramifications to the various units involved, and Mr. Edwards should be in

attendance to advise the Board of those potential issues. Mr. Cohn then gave a brief example. He suggested that this item can be discussed at a future Workshop or a Board agenda.

Mr. Beatty suggested that this be added as a discussion item on the next Board agenda. A general discussion followed with regard to the timing. It was noted that Mr. Boykin would not be in attendance at the July Board Meeting, but Mr. Beatty would confirm with Mr. Edwards that he can speak with Mr. Boykin to get his opinion on this item, if needed.

Mr. Cohn once again stated the importance of having Mr. Edwards in attendance for this discussion item and asked for a motion to adjourn this meeting and table the discussion to a future time. Mr. Beatty noted that he would target adding it to the July Board as a discussion item.

A **motion** was made by Mr. Block, seconded by Mr. Cohn and unanimously passed adjourning the meeting and tabling the discussion to a future time.

Vice President

Assistant Secretary

**MINUTES OF A BOARD OF SUPERVISORS MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 07/27/22**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:00 a.m. on July 27, 2022, 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 Adrian M. Salee, Gregory Block and Ellen T. Baker; Executive Director Dan Beatty; and General Counsel Kenneth W. Edwards of Caldwell Pacetti, et al.

Also present were Director of Finance & Administration Katie Roundtree; District Engineer Kim Leser; District Clerk Susan Scheff; Director of Operations Ken Roundtree; Capital Construction/Permits Administrator Tim Helms; Programs & Facilities Maintenance Administrator Jared Kneiss; Technical Assistant/Records Management Specialist Kathleen Maloney-Pollack; Stormwater Technician Matthew Lee; Field Technician II Justin Helms; Former Operations Manager-Road Right-of-Way Jorge Santos; Mark E. Raymond, Esquire; Andy LaFear of Synovus Bank; Ray Spear of The Grassroots Corporation; Jonathan Ricketts of J.T.R., Inc.; and Brian LaMotte of WGI, Inc.

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 no additions or deletions to the Agenda were necessary.

4) 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.

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

- a) Unit No. 2C – Alton
Consider Change Orders to J.W. Cheatham, LLC – Parcel G, Phase III (CO Nos. 3 & 4)
- b) Unit No. 53 – Arden
Consider Change Order to Centerline Utilities – Pods G-North and H-South (CO No. 6)
- c) General
Consider Purchase Order to Data Flow Systems, Inc.
- d) Payment Requests

copies of which are contained in applicable Northern files.

7) REGULAR AGENDA

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

Mr. Beatty began by showing the Board the unit map and then displayed a site plan which delineated the final phase of Parcel G. He then showed aerial photos of the construction taking place within Parcel G, also known as Artistry, noting that the curbs and asphalt are in and construction of the infrastructure elements are nearly complete. He reported that construction is going well and is on schedule.

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

b) **UNIT OF DEVELOPMENT NO. 5 – HENRY ROLF Consider Award Resolution for Loan (2022-04)**

Ms. Roundtree explained that in March of this year, the Board authorized the issuance of a Request for Proposals (RFP) for a multi-unit maintenance loan for Unit of Development Nos. 5, 15 and 20. She stated that during the budgeting process, Staff found that the Unit 15 project could be funded from budgeted

maintenance funds and will not require a loan. She also stated that the Unit 20 project is still in the design phase and not yet ready to go out to bid.

Ms. Roundtree reported that Staff issued an RFP for a \$2,400,000 loan for the Unit of Development No. 5 culvert repair project, as the project is fully designed and ready to be put out to bid. She stated the RFP was sent to ten banks on May 31, 2022, and Northern received four responses, with interest rates ranging from 3.53% to 5.75%. She further stated that each response had similar terms with only slight variations and none of the responses included prepayment penalties. Ms. Roundtree explained that Staff may be seeking grant funding for this project and, if successful, could pay down some of the loan early and reduce assessments for the affected residents. She stated that Staff and Bond Counsel are recommending award of the Unit of Development No. 5 Loan to Synovus Bank with a rate of 3.53%, adding that Mr. Raymond will review the Resolution and acknowledging that Andy LaFear of Synovus Bank is also in attendance.

Mr. Raymond reviewed the Award Resolution's general provisions and authorizations, noting that it is for a ten-year term. He stated that that he prepared the Resolution and it complies with all applicable legal requirements. He further stated that Mr. Edwards has reviewed and approved the Resolution. Mr. Raymond noted that if the Board has any questions, he would be happy to answer them and otherwise a motion was in order to adopt the Resolution as presented.

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

A **motion** was made by Mr. Salee, seconded by Mr. Block and unanimously passed awarding the Unit of Development No. 5 loan to Synovus Bank in the amount of \$2,400,000 and approving Resolution No. 2022-04.

c) UNIT OF DEVELOPMENT NO. 53 – ARDEN

i) Status Report

Mr. Beatty began by showing the Board the unit map and site plan. He then showed aerial photos of the construction taking place within Pod H and Pod G, but he explained that there are also a couple of photos of Pod D and Pod I which will be the subject of the next item for Board consideration.

Ms. Baker asked if the sidewalks go in after the homes, and Mr. Beatty advised that sidewalks are constructed by the builder as the homes are constructed.

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

ii) Consider Award of Contract to Centerline Utilities, Inc. - Pods D-Southeast, D-Southwest & I-North

Ms. Leser reported that this item is for consideration of an Award of Contract to Centerline Utilities for development of Pods D-Southeast, D-Southwest and I-North in Unit 53. She explained that the project consists of a base bid which includes water, sewer, and drainage improvements (public improvements) for these three pods. She stated that the bid proposal also includes private improvements consisting of earthwork, roadway and street drainage, which will be awarded and funded by the Landowner.

Ms. Leser reported that three bids were received on July 13, 2022, opened publicly, and certified using a spreadsheet with the Public Improvement Bids ranging from \$4,500,877.00 from Centerline Utilities, Inc. to \$5,550,732.00 from MJC Land Development. She explained that, although the Engineer's opinion of probable cost of \$2.7 million for the Public Improvement Project was significantly less than the bids received, the estimate is in line with the bids received for Arden Pods G-North and H-South in June 2021, noting that the higher bid submittals can be attributed to the rising costs of materials and construction services. Ms. Leser stated that based on a review of the qualifications presented in the bid package and it being the lowest bid, Staff is recommending award of this contract and Purchase Order No. 22-788 to Centerline Utilities Inc. in the amount of \$4,500,877.00.

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

A **motion** was made by Mr. Salee, seconded by Mr. Block and unanimously passed approving award of this contract and Purchase Order No. 22-788 to Centerline Utilities Inc. in the amount of \$4,500,877.00.

e) GENERAL

i) Employee Recognition

Mr. Beatty stated that the first item is employee recognition information that he would like to make the Board aware of and then asked Jorge Santos to approach the dais. He explained to the Board that Mr. Santos joined Northern in 2016 as Right-of-Way Manager, performed his duties phenomenally well and has recently retired. He presented Mr. Santos an award in appreciation of his service.

Mr. Beatty also acknowledged new employees Kathleen Maloney-Pollock, Justin Helms and Matthew Lee, and briefly reviewed recent employee certifications and training.

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

ii) Consider Extension of Grant Application and Management Services Agreement

Ms. Roundtree stated that Northern has had a contract with RMPK Funding for the past year and a half for Grant Application and Management Services, and Staff is recommending the Agreement be extended for another one-year term from October 1, 2022 through September 30, 2023.

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

A **motion** was made by Mr. Salee, seconded by Mr. Block and unanimously passed approving approve an extension through September 30, 2023, of the Grant Application and Management Agreement with RMPK Funding, Inc.

iii) Grant Funding Update

Ms. Roundtree referred back to the previously approved Agreement with RMPK Funding and stated that she wanted to give the Board an update on what Staff and RMPK has been working on during the past year or so. She reported that there have been three main grant programs that Northern has applied for, some with success and some not.

Ms. Roundtree explained that the first program was the Florida Department of Environmental Protection (DEP) Resilient Florida Grant Program that applies to impacts of flooding and sea level rise. Two pre-applications were submitted for the Unit 5 and Unit 20 projects. She stated that funding was denied for both because at the time the program was only available for municipalities or counties. She reported that the Legislature has since extended the program's availability to special districts, so Northern will be resubmitting those applications for this year's grant cycle. Northern will also be submitting for new pump station generators as well.

Ms. Roundtree stated that the second grant program is the Hazardous Mitigation Grant Program which was also with DEP. She explained that this program was tied in with COVID relief. Staff submitted for the U5 and U20 projects but was unsuccessful.

Ms. Roundtree stated that the third grant program is DEP's Florida Recreation Development Assistance Program, and Northern has been successful with obtaining grants under this program. The program's purpose is to provide financial assistance for acquisition or development of land for public outdoor recreation. She explained that Northern submitted applications in October of 2021 for Unit 9A, Abacoa preserve fencing repair and the Unit 43, Mirasol boardwalk replacement. Staff was notified just this past month that both applications have been approved. She reviewed the terms and stated that Staff will be pursuing more project submittals for that grant program during its next grant cycle.

Ms. Roundtree advised that she has been talking with Northern's grant writer about working on some legislative funding projects. He advised that he would be willing to help Staff, but noted that those types of requests are generally more successful if a project impacts a large group of people and the applicant is willing to chip in 50%.

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

iv) Discuss Funding Opportunities for Conversion of Septic Sewer Systems to Sewer Line Systems

Mr. Beatty stated that Ms. Baker made Northern aware that there are potential funding opportunities offered by the State of Florida for conversion of septic sewer systems to sewer line systems. He reported that Northern has two units that remain on septic tank systems. The first is Unit 3 which is comprised of four different neighborhoods: Steeplechase, Horseshoe Acres, Square Lake and Woodbine, noting that Woodbine is already on a sewer collection system. He stated that the other is Unit 34, Hidden Key. He explained the two ways to apply for funding, one of which is by applying for a DEP grant and the other by working with Northern's grant writer and local Legislative Representatives to introduce a local bill to the Florida House of Representatives for potential funding.

Mr. Beatty stated that he sent an email to the two formalized Property Owners Association and /or Homeowners Association (POAs/HOAs) in Steeplechase and Horseshoe Acres to inquire about their interest. He advised that Square Lake does not have a POA or HOA and the roads are owned by the County, noting that Northern has no property interest in that neighborhood. He advised that Hidden Key has no formal POA/HOA, so Staff would have to poll all of the affected residents. Mr. Beatty reported that the Steeplechase POA's response expressing that they are not interested is included in the materials, and Horseshoes Acres has not yet responded to his inquiry.

Mr. Beatty asked if Ms. Baker wished to speak at this time or would she prefer Mr. Edwards review the process for forming a sub-unit in order to move forward should there be interest.

Ms. Baker thanked Mr. Beatty and stated that she had done some work with a local attorney on this matter. She stated that septic systems are a problem for the environment, and she explained that there is approximately \$100 million available through the State and its agencies for various environmental projects, including septic tank to sewer conversion. She further stated that in the last State budget year there were many municipalities, as well as a special district, awarded money towards environmental projects. She expressed her interest in continuing to pursue this, noting it would give Northern the opportunity to do some new things. She thanked the Board for their time.

Mr. Edwards stated that he looked at this issue from a broader perspective, explaining that it comes down to a policy decision as to whether the Board wishes to become more proactive in initiating activities versus being more reactive and waiting to be approached by interested parties. He noted that this is a bit outside of Northern's current practice, since Northern would be initiating inquiries to its residents with regard to possible improvements that they may want to consider and suggesting that there may be other sources of funding to implement these projects. He explained that he had been unaware of the availability of these funds but noted that it would lead to an expansion of what Staff has been doing with the grant program.

Mr. Edwards reported that the initial issue with implementation would be funding, and he explained the typical process of developer funding prior to unit formation. He further explained that in order to create a sub-unit, it would require at least 4/5 vote of the Board or getting 51% of the landowners to request formation of a sub-unit. He indicated that there may be a third option but stated that it calls for interpretation of the law and could lead to unwanted issues.

Mr. Edwards then reviewed the upfront costs typically involved in the unit formation, etc., noting that Ms. Baker has made him aware of one State grant instance where an allowance was made for upfront costs. He explained that these various grants are for a one-time payment. He continued to explain the sub-

unit formation process involved, including the determination of benefits required of special districts before beginning the bond process, the Chapter 197 notice to landowners, and acquiring the necessary property rights for the project. He then reviewed the importance of resident buy-in with regard to getting the initial funds needed in order to have a shovel-ready proposal for the grant application process.

Ms. Baker made reference to a recent Mangonia Park septic to sewer conversion project granted via local bill for \$1.5 million and stated there were about 12 local bills brought forward. She further stated that she has spoken to the Palm Beach County Legislative Delegation, and has some legislators who appear willing to support such a legislative bill.

Mr. Block asked Mr. Edwards his opinion, based on all of the background and infrastructure that would need to be in place before initiating this type of project, if Northern would not be the low-cost leader because other municipalities or agencies would be able to do this with less overhead or would everyone have to go through the same process. Mr. Edwards advised that he does not know what the process is for those other entities, but he believes they would have to follow the same steps with regard to property interest and resident buy-in. He did note that some agencies have made their residents convert from septic tank to a sewer system, but that is not an avenue that Northern could do. He followed up by completing his review of the steps involved in the process.

Mr. Salee advised that Hidden Key is on the shoreline and inquired about the current status of its sewage disposal, and Mr. Beatty advised that he is not aware of reports regarding any Health Department violations or other significant issues. He discussed the neighborhood in more detail and explained that there is no available property within the neighborhood for the construction of a traditional lift station. He further reviewed the alternative process that would be required in that area for a potential conversion.

Mr. Cohn asked if there were any additional comments before moving on.

Mr. Beatty asked for some direction from the Board as to how to proceed.

Mr. Cohn stated that there are a lot of components to this, but he expressed his belief that the request needs to come from the potentially affected landowners and since Steeplechase specifically declined, he does not believe Northern should make any effort to move forward with them.

Ms. Baker stated that she is a resident of Steeplechase and, although its Board has said no, she does not believe the residents have been polled.

A **motion** was made by Ms. Baker, seconded by Mr. Salee allowing Mr. Beatty to pursue an answer from Horseshoe Acres and Hidden Key. The motion was treated as having passed with Mr. Block abstaining.

Ms. Baker stated that, in her capacity as a resident, she would like to talk to the Steeplechase Board with regard to why they said no.

There was no public comment on the motion.

Mr. Cohn stated that Mr. Beatty now has his direction to see if there is any interest in this project. He stated that he is concerned about taking the lead to force a community to do this if their Board has chosen not to proceed. He acknowledged that Ms. Baker has every right as an individual and a resident of Steeplechase to inform their Board of the opportunities available to them, but he does not believe Northern should force the issue with Steeplechase or the other potentially affected communities.

Ms. Baker agreed that Mr. Beatty should take the lead on the community inquiries. She stated that she believes Northern should be more proactive than reactive so that it grows, as she believes Northern is running out of land for new projects.

Mr. Beatty asked if he is being directed to poll the individual residents of each of those neighborhoods, and he reviewed the potential costs of a mass mailing.

A general discussion followed with regard how to best handle moving forward, concerns about pushback by residents over private ongoing costs, the plan that needs to be put in place to in order to ask for the payment of upfront costs, and the possibility of attending annual meetings to make a presentation.

Ms. Baker briefly reviewed some of her research of the final assessments of a couple of these projects.

Mr. Block acknowledged his appreciation of Ms. Baker's efforts before stating his belief that it is not Northern's bailiwick to do this, noting that Northern does not know what the costs are to solicit residents or POAs. He further stated that he abstained from voting because he does not know what the costs are and acknowledged Staff's time to commit to doing this research. He believes there are other agencies in a position to affect better results.

Mr. Cohn suggested that Mr. Beatty look into whether the potentially affected neighborhoods hold an annual meeting and offer to make a presentation. He further stated that he agrees with Mr. Block to not do any more than that.

Mr. Block asked if the Board is agreeing to direct Mr. Beatty to look into finding out if there is a meeting that Staff may attend to talk to each of the community representatives.

Mr. Beatty reviewed the inquiries made to Steeplechase and Horseshoe Acres thus far. He advised the Board of his belief that Square Lake and Hidden Key do not have formal POAs so the probability of their having an annual meeting is unlikely.

Mr. Cohn recommended tabling moving forward with the process unless asked to do so by the affected entities.

Mr. Block agreed and asked about making a motion and Mr. Beatty stated that a motion had previously been made.

Mr. Cohn stated that he does not want to spend additional money on something with a low probability of success.

Ms. Baker stated her interest again in being proactive and asked about Staff getting involved in pursuing other local bills that could be done.

Mr. Beatty advised that Ms. Roundtree has been in touch with Northern's grant writer about pursuing more of these opportunities, especially those that will be easier to accomplish administratively. He then expressed his desire to receive the direction of the Board.

Mr. Cohn proposed tabling this issue until there is a better understanding as to what to do next due to the substantial cost, the unknown result and the lack of a formal group to contact in some cases with regard to interest.

Mr. Block added that there is no need for action until there is interest generated by the affected homeowners.

A discussion followed with regard to how to proceed as there was already a motion and a vote, noting that it is up to the Board as to how to proceed.

Mr. Edwards advised that the motion could be brought back by seeking reconsideration of the motion or a supplemental motion to readdress how it was done, since there already was a vote on the topic, noting that there could be a split.

Mr. Edwards recommended that a party that is for reconsideration propose the motion.

Mr. Cohn made a motion, seconded by Mr. Block to table this issue until such time that more clear direction is generated. Mr. Cohn and Mr. Block voted Aye and Ms. Baker and Mr. Salee voted No.

Mr. Edwards advised that since the vote was split, the prior motion continues in effect.

Mr. Cohn asked what the prior motion was, and Ms. Scheff advised that the prior motion was to have Mr. Beatty pursue Horseshoe Acres and Hidden Key to see if there is any interest.

Mr. Beatty stated that he will follow up with Horseshoe Acres and will figure out how to reach out to the residents of Hidden Key. He will report back to the Board at the next meeting.

7) MISCELLANEOUS REPORTS

a) ENGINEER

Ms. Leser had nothing to report.

b) ATTORNEY

Mr. Edwards had nothing to report.

c) EXECUTIVE DIRECTOR

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

8) RECEIVE AND FILE

The following items were presented to be received and filed:

- U14 – Easement;
- Assessment Collection Status;
- Northern Quarterly Financial Report; and
- Proof of Publication of Meeting Notice

copies of which are contained in Northern's records.

9) COMMENTS FROM THE BOARD

Ms. Baker stated that she was riding her bike along Village Boulevard and had a question with regard to sidewalk maintenance. Mr. Beatty informed her that the City of West Palm Beach is responsible for the sidewalks in that area, but he reviewed Northern's standard procedure when a sidewalk begins to buckle.

Mr. Salee asked if Northern has heard anything with regard to State Road 7. Mr. Beatty stated that he has not heard anything further. He noted that Northern currently has the Alum project out to bid and he expects to have a recommendation with respect to that project at the August Board Meeting.

10) ADJOURN

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

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

Vice 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
Adrian M. Salee
Gregory Block
Ellen T. Baker

DATE: August 24, 2022

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

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

RE: Unit of Development Nos. 3, 4, 5, and 47
Consider Ratification of Certificates of Correction

Background

The Tax Collector's Office conducted an audit of remaining taxes due for various tax years, and it revealed some assessments due on properties that should have been exempt common elements. The Tax Collector's Office has requested Northern issue certificates to remove these items from the tax rolls of prior years. Twenty-two Certificates of Correction were prepared totaling \$6,218.90, covering tax years from 2013 through 2021.

Fiscal Impact

These Certificates of Correction have no financial effect since Northern never collected the related assessments.

Recommendation

Northern Staff recommends the Board ratify the issuance of Certificates of Correction to correct prior year tax rolls for these common element parcels.



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: August 24, 2022

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

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

RE: Unit of Development No 2C - Alton
Consider Purchase Order to Michael B. Schorah & Associates, Inc.
Design, Bidding and Construction Phase Services for Phase II-
Final Lift of Asphalt Pavement
Purchase Order No. 22-837

Background

Michael B. Schorah & Associates, Inc. has submitted a proposal for design, bidding and construction administration services for Pasteur Boulevard, Beckman Terrace and the southern extension of Alton Road. Improvements will include final asphalt and paver placement, curb repairs, pavement markings and signage in support of roadway turnover to the City of Palm Beach Gardens. Attached is their proposal to provide these services for the amount of \$54,300.00.

Fiscal Impact

Funding in the amount of \$54,300.00 will be paid from Northern's bond construction funds.

Recommendation

Northern Staff and the District Engineer recommend approval of Purchase Order No. 22-837 for Design, Bidding and Construction Phase Services in the amount of \$54,300.00 to Michael B. Schorah & Associates, Inc.



July 29, 2022

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

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

RE: UNIT 2C PHASE 2 – FINAL ASPHALT AND PAVEMENT MARKINGS

Dear Mr. Beatty:

Michael B. Schorah and Associates, Inc. (MBSA) is pleased to present Northern Palm Beach County Improvement District (NPBCID) with this proposal, for your consideration, for plans preparation, bidding and construction administration services for Pasteur Boulevard, Alton Road and Beckman Terrace curb repairs, final asphalt and paver placement, pavement markings and signage as outlined in the following scope of services.

A. ENGINEERING PLANS, SPECIFICATIONS AND PERMITTING

1. Perform walkthrough with NPBCID, PBG, Kolter and POA representatives to identify required repair work to be included in final lift of asphalt contract scope.
2. Amend engineering plans to include revised bike lane widths and green colored striping on Alton Road and Pasteur Boulevard per current PBG Engineering requirements.
3. Prepare bid plans for curb repairs, removal of asphalt transitions/manhole rim and valve box adjustments, placement of final lift of asphalt, installation of paver brick crosswalks, final thermoplastic striping, RPM placement and sign installations.
4. Prepare and submit Infrastructure Permit Modifications and support documents to the City of Palm Beach Gardens.
5. Address plan review comments as required for approval.
6. Prepare opinion of cost, specifications and final bid quantities based on final engineering plans.

B. BID PACKAGE ADMINISTRATION

1. Provide necessary information and input to NPBCID for preparation of project manual and bid documents.
2. Attend mandatory pre-bid meeting.

3. Respond to Contractor's requests for information during bid process.

C. MEETINGS

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

D. CONSTRUCTION PHASE SERVICES

General:

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

Paving Systems:

1. Perform walkthrough with Contractor, NPBCID, PBG, Kolter and POA representatives to identify extent of curb replacement required prior to asphalt pavement installation.
2. Field observations of curb replacement, final asphalt and paver brick installations, sign placement, temporary and final pavement markings / RPM placement.
3. Organize and attend Semi-Final field review with the NPBCID, PBG, Kolter and POA.
4. Prepare and distribute punch list of items noted during Semi-Final review to be completed for final acceptance of work.
5. Conduct Final field review to confirm completion of punch list items.

E. POST CONSTRUCTION

1. Assemble final project documentation and data provided by Contractor.
2. Review documentation and process through agencies to facilitate project acceptance and conveyances.
3. Prepare Bill(s) of Sale and other support documentation as required for acceptance and conveyance of constructed facilities by the City of Palm Beach Gardens and Client.

F. FEES

A.	<u>Engineering Plans, Specifications and Permitting</u>	
	Pasteur Boulevard.....	\$7,500.00
	Alton Road	\$9,500.00
	Beckman Terrace.....	\$4,600.00
B.	<u>Bid Package Administration</u>	
	Pasteur Boulevard.....	\$1,400.00
	Alton Road	\$1,400.00
	Beckman Terrace.....	\$1,200.00
C.	<u>Meetings</u>	
	Pasteur Boulevard.....	\$1,200.00
	Alton Road	\$1,200.00
	Beckman Terrace.....	\$1,100.00
D.	<u>Construction Phase Services</u>	
	Pasteur Boulevard.....	\$7,000.00
	Alton Road	\$7,000.00
	Beckman Terrace.....	\$4,000.00
E.	<u>Post Construction</u>	
	Pasteur Boulevard.....	\$2,600.00
	Alton Road	\$2,600.00
	Beckman Terrace.....	\$2,000.00
	Total	\$54,300.00

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

Sincerely,



Martha H. Carter, P.E., CFM
Vice President

C:\mcarter\word\1665propCAFfinalAsphaltPhase2.doc

Cc: Kim Leser, P.E., District Engineer
Scott Morton, Kolter Homes, LLC



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

22-837

Purchase Order

Vendor :326

MICHAEL B. SCHORAH & ASSOCIATE

1850 FOREST HILL BLVD, STE 206
WEST PALM BEACH, FL 33406
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 08/01/2022
Required Date 08/11/2022
Prepared By KATHLEEN J. MALONEY-POLLACK

Workflow ID 07
Status Board 2 Documents
Description Unit 2C Phase 2 Final Asphalt and Pavement Markings - Engineering Services

Change Order 0

Project No

Invoice to follow Y

Comments :

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	02CA	53101	Unit 2C Phase 2 Final Asphalt and Pavement Markings - Engineering Services	54,300.00	54,300.00

Total : \$54,300.00

Approval Information

SUSAN P. SCHEFF Board 08/10/2022 9:44 AM
CLIFFORD D. BEAT Executive Director 08/03/2022 12:19 PM
KATHLEEN E. ROUN Finance Director 08/02/2022 1:56 PM
LAURA L. HAM Budget Manager 08/02/2022 11:57 AM
Kimberly A. Leser District Engineer 08/02/2022 11:56 AM
KATHLEEN J. MALO Requester 08/02/2022 10:18 AM

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

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

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

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



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

EXECUTIVE SUMMARY

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

DATE: August 24, 2022

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

RE: Unit of Development No. 5A – Vista Center
Consider Landowner Request for Consent to Administrative Site Plan Approval and Rezoning

Background

The Emerald Dunes Golf Course has acquired Parcel 6 within Vista Center and is pursuing approvals for the redevelopment of Parcel 6. Currently, a small lake and other drainage improvements exist in part of the property they intend to redevelop. The proposed redevelopment will include a new golf course training facility and driving range.

Northern owns and maintains water management tracts within the Parcel 6 property boundaries. In order to proceed with their plans, Emerald Dunes must now apply for an Administrative Amendment and Rezoning 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.

It is anticipated that a License Agreement for the use of Northern's property will be executed in the future to authorize the specific activities within Northern-owned property.

Fiscal Impact

There are no fiscal impacts associated with the approval to execute the modified Consent Form.

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: _____ **Submittal Date:** _____

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
- DRO Applications:** () Full DRO () Zoning Agency Review (ZAR)
- Concurrency 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 _____ (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: _____.

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 Owner Contract Purchaser (one)

(Name - type, stamp or print clearly)

(Signature)

(Address)

(City, State, Zip)

AGENT:

(Name - type, stamp or print clearly)

(Name of firm)

(Address)

(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 VISTA CENTER – PARCEL 6
OFF THE BOARD FINAL SITE PLAN APPLICATION

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

1. This Consent is personal and shall not be exercised by anyone besides George G. Gentile of 2GHO, Inc.; and
2. This Consent is granted only as to that specific application (the “Application”) submitted by the VCP6 Acquisitions, LLC to Palm Beach County for the Off the Board Final Site Plan for the proposed use, as stated in such Application, to provide for site plan approval of the Vista Center Parcel 6 site; 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 signed by C. Danvers Beatty, the Executive Director 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.



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: August 24, 2022

FROM: Katie Roundtree, Director of Finance & Administration

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

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Eighteenth Addendum to the Law Enforcement Service Agreement

Background

Northern's Budget for Unit No. 16 – Palm Beach Park of Commerce includes funding for a Law Enforcement Service Agreement between Northern and the Sheriff of Palm Beach County. The term of the Eighteenth Addendum to the Agreement is for one year beginning October 1, 2022. Northern Staff has routine meetings with Palm Beach Park of Commerce representatives to discuss maintenance issues and levels of service. The Landowner's management company has informed Northern Staff that they are pleased with the Sheriff's services, but they have requested the addition of another Deputy, increasing the service hours from 80 to 120 hours per week. The additional Deputy is requested due to the increased number of businesses and traffic in the Park. The attached amendment includes the additional Deputy and 40 service hours, as well as a 3% increase to the contract amount, for a total increase of \$171,401.00 over the prior year. The new contract amount is \$447,894.00.

Fiscal Impact

This expense is included in the proposed Fiscal Year 2022/2023 Budget.

Recommendation

Northern Staff recommends the Board approve the Eighteenth Addendum to the Law Enforcement Service Agreement.

EIGHTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

This Eighteenth Addendum to the Law Enforcement Service Agreement is made by and between Northern Palm Beach County Improvement District (hereinafter referred to as “District”), representing an independent special district, located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). District and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective January 01, 2005, a First Addendum Effective January 01, 2006, a Second Addendum Effective January 01, 2007, a Third Addendum effective January 01, 2008, a Fourth Addendum effective January 01, 2009, a Fifth Addendum effective January 01, 2010, a Sixth Addendum effective January 01, 2011, a Seventh Addendum effective January 01, 2012, an Eighth Addendum effective January 01, 2013, a Ninth Addendum effective January 01, 2014, a Tenth Addendum effective January 01, 2015, an Eleventh Addendum effective October 01, 2015, a Twelfth Addendum effective October 01, 2016, a Thirteenth Addendum effective October 01, 2017, a Fourteenth Addendum effective October 01, 2018, a Fifteenth Addendum effective October 01, 2019, a Sixteenth Addendum effective October 01, 2020, and a Seventeenth Addendum effective October 01, 2021, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to adjust the level of service to reflect 120 hours and renew said Agreement for an additional twelve (12) months, effective October 01, 2022.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The level of service and allocations for the term in the Nineteenth year of this Agreement, that being October 01, 2022 through September 30, 2023, is reflected in revised EXHIBIT A, attached and incorporated as if fully stated herein. Revised Exhibit A hereby replaces former Exhibit A to the Agreement and is effective October 01, 2022.
2. In accordance with Section 4 of the Law Enforcement Service Agreement, the Parties have agreed to renew the Agreement for an additional twelve (12) month term. The term of this renewal is October 01, 2022 through September 30, 2023.
3. Section 5 of the Law Enforcement Service Agreement is amended as to the cost as follows: The total cost of personnel and equipment shall be \$447,894.00. Monthly payments shall be \$37,324.50.
4. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, including prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

**PALM BEACH COUNTY
SHERIFF'S OFFICE**

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

BY: _____
Ric L. Bradshaw

BY: _____
Matthew J. Boykin

Title: Sheriff

Title: Board President

Witness: _____
Ronald Mattino, Major

Witness: _____
Dan Beatty, Executive Director

DATE: _____

DATE: _____

EXHIBIT A*

*This Exhibit A was adopted as part of the Agreement effective October 01, 2022.

Palm Beach County Sheriff's Office

Contract Profile

- A. Contract Name: Palm Beach Park of Commerce
- B. Type of Entity: A PIPD industrial park for light and general industry and other commercial operations.
- C. Contract Holder: Northern Palm Beach County Improvement District
357 Hiatt Drive
Palm Beach Gardens, Florida 33418
Phone: 561-624-7830
Fax: 561-624-7839
- For: Palm Beach Park of Commerce
15300 Park of Commerce
Jupiter, Florida 33478
561-625-8279
- D. Contract Liaison: Northern Palm Beach County Improvement District
Kenneth Roundtree – Director of Operations
561-624-7830
- E. Contract Location: West on Beeline Highway (SR 710) approximately 13 miles west of Military Trail. Located just west of Caloosa development on north side of SR 710., NE corner of SR 710 and Pratt Whitney Road.
- F. Contract Boundaries: See maps.
- G. Contract Identifiers: Radio: Palm Beach Park of Commerce
CADS: CPBP1, CPBP2, CPBP3
Schedule: PC
- H. Contract Schedule: 1. Hours per week – 120 hours (Three (3) Deputies)
- I. Reporting to Duty: As the assigned deputy for the Palm Beach Park of Commerce contract, there is no specific person that is to be

contacted at the beginning of the tour. The Palm Beach Park of Commerce deputies will adhere to all PBSO policies/procedures and directives in reference to "Reporting for Duty".

The deputies regularly assigned to the contract will meet with the liaison a minimum of once per week or as required to insure communication between the deputy and liaison are maintained.

J. Administrative Duties:

The Palm Beach Park of Commerce deputies will complete all paperwork in accordance with current PBSO requirements.

The deputies will, with appropriate advance notices, adjust his/her work schedule to coincide with any necessary changes in the patrol shift hours as long as it meets the standards of the current collecting bargaining agreement.

LOG BOOK – The log book will be kept by the Palm Beach Park of Commerce deputies. Entries will be made including date, time case numbers and very basic information on all incidents handled in the contract. This will include, but not limit to, all crimes, alarms, FIR's, traffic stops, warnings or incidents that occur while on duty. Deputies will also log time at beginning and end of shift as well as any times and reasons the deputy is out of the contract. NOTE: names of juvenile offenders or victims of sexual assaults will not be listed in the log book.

The deputies will assist the designated liaison of Northern Palm Beach County Improvement District and the Palm Beach Park of Commerce in coordinating activities and problem solving. Reports of damage to common facilities and unsafe conditions will be logged and reported to: Kenneth Roundtree, Northern Palm Beach County Improvement District at 561-624-7830.

K. Patrol Requirement:

The purpose of the Palm Beach Park of Commerce deputies is to provide for the safety and security for the Palm Beach Park of Commerce owners, tenants, employees, patrons and guests. Protection shall also be provided for automobiles, buildings, other improvements and the natural and created wetlands within the property. The deputies shall familiarize themselves with the owners,

tenants, employees, patrons and guests within the property. The deputies' responsibilities will include general law enforcement services, enforcements of traffic laws and will specifically enforce the prohibition of the following activities:

1. Traffic Law Enforcement
2. Loitering
3. Drinking/Public Drunkenness
4. Illegal Dumping
5. Firearm Discharge
6. Hunting, Fishing or Camping
7. Vandalism
8. Burglary
9. Abandoned Vehicles
10. Boating
11. Off-road Vehicles

Caloosa is a residential development which is located just East of Palm Beach Park of Commerce (see map). The Northern Palm Beach County Improvement District who contracts for the coverage at Palm Beach Park of Commerce and the Caloosa HOA have agreed to share patrol time during the contracted shifts. The Palm Beach Park of Commerce deputies will conduct high visibility patrol through Caloosa two times during evening each shift. The Caloosa deputy will patrol through Palm Beach Park of Commerce two times during each day shift. Other than extreme emergencies, they should not be assigned calls in the other contract.

BUILDING SECURITY

The deputy will challenge persons on individual properties not known to be occupied during the patrol shift. Note: The deputies will prepare an FIR. The deputies will physically check common areas for safety and security of Palm Beach Park of Commerce businesses.



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: August 24, 2022

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

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

RE: Unit of Development No. 53 - Arden
Consider Change Order No. 7 to Centerline Utilities, Inc.
Pods G-North and H-South

Background

On August 2, 2021, Northern issued a contract to Centerline Utilities, Inc. to construct the Public Improvements for two pods in the Arden residential development. The attached Change Order No. 7 is for an additional 60 days of contract time. This Change Order represents delays in the lift station inspection due to lack of electric service to the lift station. No additional costs are associated with this Change Order. Sixty additional days are required to complete this work and to keep the existing contract current.

Fiscal Impact

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

Recommendation

Northern Staff and the District Engineer recommend approval of Change Order No. 7 for an additional 60 days of contract time to Centerline Utilities, Inc.

CHANGE ORDER

(Instructions on reverse side)

No. 7

DATE OF ISSUANCE August 2, 2022 PROJECT Unit 53 Arden – Parcels G-North and H-South Improvements
 EFFECTIVE DATE _____

OWNER Northern Palm Beach County Improvement District

OWNER's Contract No. PRJ-627

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


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

Description: **This Change Order represents delays in scheduling the Pod H-South lift station start-up inspection with Palm Beach County Water Utilities Department (PBCWUD) due to untimely FPL power activation. No additional costs are associated with this Change Order. 60 additional days are required to complete this work.**


Reason for Change Order: **FPL power has not yet been energized to serve the Pod H-South lift station. PBCWUD start-up inspection cannot be scheduled until power is activated.**

Attachments: **None.**

CHANGE IN CONTRACT PRICE: Original Contract Price \$ <u>2,945,661.72</u>	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion <u>210 days (February 27, 2022)</u> Ready for final payment: <u>240 days (March 29, 2022)</u> days or dates
Net changes from previous Change Orders No <u>1</u> to No <u>6</u> \$ <u>1,834.45</u>	Net changes from previous Change Orders No <u>1</u> to No <u>6</u> <u>152 days</u> Days
Contract Price prior to this Change Order \$ <u>2,947,496.17</u>	Contract Times prior to this Change Order Substantial Completion: <u>362 days (July 29, 2022)</u> Ready for final payment: <u>392 days (August 28, 2022)</u> days or dates
Net Increase (Decrease) of this Change Order \$ <u>0.00</u>	Net Increase of this Change Order <u>60 days</u> Days
Contract Price with all approved Change Orders \$ <u>2,947,496.17</u>	Contract Times with all approved Change Orders Substantial Completion: <u>422 days (September 27, 2022)</u> Ready for final payment: <u>452 days (October 27, 2022)</u> days or dates

RECOMMENDED:
By: 
Engineer (Authorized Signature)
Date: 8.2.22

APPROVED:
By: _____
NPBCID
Date: _____

ACCEPTED:
By: 
Contractor (Authorized Signature)
Date: 8/2/22

August 24, 2022

Joseph Abruzzo, Clerk & Comptroller
Palm Beach County
301 North Olive Avenue, Suite 206
West Palm Beach, FL 33401

Re: Northern Palm Beach County Improvement District
Board of Supervisors Meeting Schedule
October 2022 through September 2023

Dear Mr. Abruzzo:

Pursuant to the requirements of Chapter 189.015 (1), Florida Statutes, listed below is the schedule of regular meetings of the Board of Supervisors of Northern Palm Beach County Improvement District from October 2022 through September 2023.

<u>DATE:</u>	<u>TIME:</u>	<u>LOCATION:</u>	
October 12, 2022	8:00 a.m.*	Administrative Building & EOC	
October 26, 2022	8:00 a.m.	Administrative Building & EOC	
November 16, 2022	8:00 a.m.	Administrative Building & EOC	Annual Meeting
November 16, 2022	8:00 a.m.	Administrative Building & EOC	Regular Meeting
December 14, 2022	8:00 a.m.	Administrative Building & EOC	
January 11, 2023	8:00 a.m.*	Administrative Building & EOC	
January 25, 2023	8:00 a.m.	Administrative Building & EOC	
February 8, 2023	8:00 a.m.*	Administrative Building & EOC	
February 22, 2023	8:00 a.m.	Administrative Building & EOC	
March 8, 2023	8:00 a.m.*	Administrative Building & EOC	
March 22, 2023	8:00 a.m.	Administrative Building & EOC	
April 12, 2023	8:00 a.m.*	Administrative Building & EOC	
April 26, 2023	8:00 a.m.	Administrative Building & EOC	
May 10, 2023	8:00 a.m.*	Administrative Building & EOC	
May 24, 2023	8:00 a.m.	Administrative Building & EOC	

June 14, 2023	8:00 a.m.*	Administrative Building & EOC
June 28, 2023	8:00 a.m.	Administrative Building & EOC
July 12, 2023	8:00 a.m.*	Administrative Building & EOC
July 26, 2023	8:00 a.m.	Administrative Building & EOC
August 9, 2023	8:00 a.m.*	Administrative Building & EOC
August 23, 2023	8:00 a.m.	Administrative Building & EOC
September 13, 2023	8:00 a.m.*	Administrative Building & EOC
September 27, 2023	8:00 a.m.	Administrative Building & EOC

The dates marked with an asterisk denote possible Board of Supervisors or Committee meetings which may be held, on an as-needed basis.

Please contact this office with any questions you may have regarding this matter.

Sincerely,

C. Danvers Beatty, P.E.
Executive Director

CDB/sps

c: South Florida Water Management District
Town of Jupiter
Village of Tequesta
City of Palm Beach Gardens
Village of North Palm Beach
City of Riviera Beach
City of West Palm Beach
Town of Lake Park
Northern Board of Supervisors
Caldwell, Pacetti, et al.
Mark E. Raymond, Esquire
Marcum, LLP
NPBCID Project/Consulting Engineers

**RECOMMENDED DISBURSEMENTS FOR
AUGUST 24, 2022 BOARD MEETING**

	BOND/COI**	EIPC*	LANDOWNER FUNDS	COST OF ISSUANCE	TOTALS
Unit No. 2C - Alton	8,498.26		102,059.41		110,557.67
Unit No. 5A - Vista Center		34,820.20			34,820.20
Unit No. 9A - Abacoa I		73,480.00			73,480.00
Unit 16 - P. B. Park of Commerce	2,621.96	-	873.99		3,495.95
Unit No. 20 - Juno Isles		14,870.00			14,870.00
Unit No. 53 - Arden	65,003.04			-	65,003.04
	76,123.26	123,170.20	102,933.40	-	302,226.86

* Equity in Pooled Cash

**Cost of Issuance

UNIT OF DEVELOPMENT NO. 2C

DISBURSEMENT NO. 163

JULY 27, 2022

	BOND	LANDOWNER FUNDS	TOTALS
CONSTRUCTION:			
J. W. Cheatham, LLC (Alton Parcel Parcel G Ph III) PO#21-815	<u>5,478.75</u>	<u>102,059.41</u>	107,538.16
MISCELLANEOUS:			
Davidson Fixed Income Mgmt.	77.67		
NPBCID Reimbursement (NPBCID Personnel time)	<u>2,941.84</u>		
	8,498.26	102,059.41	110,557.67

**UNIT OF DEVELOPMENT NO. 5A
DISBURSEMENT NO. 47
AUGUST 24, 2022**

EIPC

TOTAL

CONSTRUCTION:

Ferriera Construction

(Emerald Dunes Dr. Culvert C-11 Rehab)

34,820.20

FINAL

34,820.20

34,820.20

34,820.20

**UNIT OF DEVELOPMENT NO. 9A
DISBURSEMENT NO. 137
AUGUST 24, 2022**

EIPC

TOTAL

CONSTRUCTION:

Wynn and Sons Environmental
(Sidewalk Replacement Project PO#22-568)

73,480.00

73,480.00

73,480.00

73,480.00

**UNIT OF DEVELOPMENT NO. 16
DISBURSEMENT NO. 128
AUGUST 24, 2022**

	<u>BONDS</u>	<u>LANDOWNER FUNDS</u>	<u>TOTAL</u>
ENGINEERING:			
Kimley-Horn & Assoc. (Venture Way P.E. Services)	<u>2,621.96</u>	<u>873.99</u>	3,495.95
	<u>2,621.96</u>	<u>873.99</u>	<u>3,495.95</u>

**UNIT OF DEVELOPMENT NO. 20
DISBURSEMENT NO. 12
AUGUST 24, 2022**

	<u>EQUITY IN POOLED CASH</u>	<u>TOTAL</u>
CONSTRUCTION:		
WGI, Inc. (Wantman Group)	<u>14,870.00</u>	
(R and R Salinity Weir PO#21-814)		14,870.00
	<u>14,870.00</u>	<u>14,870.00</u>

**UNIT OF DEVELOPMENT NO. 53
DISBURSEMENT NO. 112
AUGUST 24, 2022**

	BOND	COST OF ISSUANCE	TOTAL
CONSTRUCTION:			
R and D Paving (Arden - Lake Way Road Repairs)	33,095.88		
Centerline Utilities, Inc. (Arden - Parcel G North & H South PRJ 627)	19,060.29		
			52,156.17
ENGINEERING:			
Michael Schorah & Assoc. (PE Construction Phase)	6,740.00		
			6,740.00
OTHER PROFESSIONALS:			
Caldwell & Pacetti (Legal Services)	725.00		
			725.00
MISCELLANEOUS:			
NPBCID Reimbursements: (NPBCID Personnel Time)	5,381.87		
			5,381.87
	65,003.04	-	65,003.04

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: August 24, 2022

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

RE: Unit of Development No. 14 – Eastpointe
Consider Acceptance of Bill of Sale for Drainage Improvements to Northern Palm
Beach County Improvement District
Permit No. PER-14-031

Background

Northern approved Permit No. PER-14-031 on December 2, 2019, for improvements associated with the redevelopment of the existing golf course, including lake modifications, in Eastpointe. Work specifically identified in the permit includes the installation of culverts for the conveyance of stormwater between the existing and newly constructed lakes. The construction has been completed and certified by the engineer of record. Attached is a Bill of Sale to Northern from Eastpointe Country Club, Inc. for the facilities. Northern's District Engineer has reviewed the related information and recommends acceptance of this Bill of Sale.

Fiscal Impact

There are no fiscal impacts relating to the acceptance of the Bill of Sale.

Recommendation

Northern Staff, District Engineer and General Counsel recommend acceptance of the attached Bill of Sale.

NAME OF PROJECT:

Northern Palm Beach County Improvement District
Unit No. 14
Bill of Sale

**BILL OF SALE TO
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**

KNOW ALL MEN BY THESE PRESENTS, that Eastpointe Country Club, Inc., a Florida not-for-profit corporation, whose street address is 13535 Eastpointe Boulevard, Palm Beach Gardens, Florida 33418, 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 Northern Palm Beach County Improvement District, an independent special district of the State of Florida, with offices at 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, the Party of the Second Part, 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.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, said Party of the First Part, by and through its undersigned representative, has hereunto set its hands and seal(s) this 23rd day of JUNE, 2022.

Party of the First Part:

Eastpointe Country Club, Inc.,
a Florida not-for-profit corporation

By: Paul Rogers PRESIDENT
Paul Rogers, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

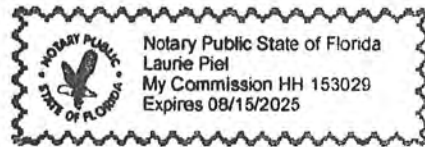
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of June 2022, by Paul Rogers, as President of Eastpointe Country Club, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

(Notary Seal)

Laurie Piel
Notary Public State of Florida
Laurie Piel
Print/Type/Stamp Name

Personally Known OR Produced Identification

Type of Identification Produced _____



ATTEST:

By: _____
Assistant Secretary

[DISTRICT SEAL]

Party of the Second Part:

Accepted by Northern Palm Beach County
Improvement District

By: _____
Print: _____
Title: _____
Date: _____

BILL OF SALE EXHIBIT A
EASTPOINTE REDEVELOPMENT AREA
AND GOLF HOLES 1, 9 AND 10
MASS EARTHWORK GRADING PLAN

DRAINAGE IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	TOTAL
60" CAP	102 LF	@ \$305/LF	\$ 31,110.00
72" CAP	150 LF	@ \$331/LF	\$ 49,650.00
			<hr/>
TOTAL DRAINAGE IMPROVEMENTS			\$ 80,760.00



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: August 24, 2022

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

RE: Unit of Development No. 14 – Eastpointe
Consider License Agreement between Northern Palm Beach County Improvement District and Eastpointe Country Club, Inc.

Background

Enclosed is a copy of a proposed License Agreement between Northern and Eastpointe Country Club, Inc. The proposed License Agreement allows Eastpointe Country Club, Inc. to exercise the play of golf within Northern's property in accordance with the terms of the Agreement. The District Engineer and General Counsel have reviewed the proposed Agreement.

Fiscal Impact

There are no fiscal impacts relating to the acceptance of the License Agreement.

Recommendation

Northern Staff, District Engineer and General Counsel recommend acceptance of the attached License Agreement.

**LICENSE AGREEMENT BETWEEN
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
AND
EASTPOINTE COUNTRY CLUB, INC.
{Unit of Development No. 14}**

This License Agreement (the "Agreement") shall be effective as of the _____ day of _____, 2022 (the "Effective Date") and is being entered into by and between the Eastpointe Country Club, Inc., a Florida not-for-profit corporation, with offices at 13535 Eastpointe Boulevard, Palm Beach Gardens, Florida 33418 (hereinafter referred to as the "Country Club"), and Northern Palm Beach County Improvement District, an independent special district of the State of Florida, with offices at 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as "Northern").

WHEREAS, Northern is an independent special district of the State of Florida and wholly contained within its jurisdictional boundaries is its Unit of Development No. 14 (the "Unit"); and

WHEREAS, Northern has real property interests in those areas identified in the following identified Exhibit "A" (all of which areas are herein referred to as the "Improvement Sites"); and

WHEREAS, Northern intends by this Agreement to issue a License (as hereinafter defined) to the Country Club in accordance with the provisions hereinafter set forth in this Agreement; and

WHEREAS, the Country Club is and shall continue to be solely responsible for the exercise and usage by it and its employees, agents, authorized service providers, members, guests and invitees (together the "Authorized Users") of the License within the Improvement Sites.

NOW, THEREFORE, in consideration of the mutual covenants, understandings and agreements contained herein, the Country Club and Northern agree as follows:

SECTION 1. RECITALS. The above recitals are deemed true and correct to the best of their knowledge and are incorporated into this Agreement and made a part hereof.

SECTION 2. PARTIES TO THE AGREEMENT. The parties to this Agreement are as follows:

(A) Northern which is an independent special district of the State of Florida created and operating pursuant to Chapter 2000-467, Laws of Florida, as amended, and applicable provisions of Chapter 298, Florida Statutes.

(B) The Country Club which is a Florida not-for-profit corporation.

SECTION 3. LICENSE. Provided the Country Club is in compliance with its obligations and duties under this Agreement, Northern does hereby grant a license (the "License") to the Country Club for the Authorized Users to exercise said License for the following purposes:

(A) To have golf balls fly over, land on or land within the Improvement Sites.

(B) Ingress and egress upon the Improvement Sites for the sole purpose of providing for and the playing of the game of golf.

(C) To retrieve by rake or golf ball retriever, errant golf balls located upon or within the Improvement Sites, provided any such retrieval shall be at the sole risk of such Authorized User.

(D) To the extent an Improvement Site is a water body, the Authorized Users shall be entitled, at their sole risk, to retrieve golf balls from such water body not otherwise retrieved. Such retrieval may be by rake from the bottom of the water body or by scuba diver, provided scuba divers shall be prohibited from diving within any water body utilized by Northern or others for the storage or flowage of effluent irrigation water unless specifically permitted to do so by all governmental entities that regulate use of such effluent and the water bodies within which it is located.

SECTION 4. COMPLIANCE WITH GOVERNMENTAL REGULATIONS AND PERMIT.

Usage of the License shall be carried out in strict compliance with all required governmental entities' and agencies' permits, requirements, rules, acts, orders, regulations and restrictions, including, but not limited to, the following entities: (A) Northern Palm Beach County Improvement District, (B) Seacoast Utility Authority, (C) South Florida Water Management District, (D) Florida Department of Environmental Protection, (E) County of Palm Beach and (F) the City of Palm Beach Gardens.

SECTION 5. RESPONSIBILITY FOR DAMAGE. Northern and the Country Club agree that the exercise of the License shall include the timely and proper repair an Improvement Site that is damaged as a result of the Authorized User's exercise of this License.

SECTION 6. NORTHERN INGRESS AND EGRESS. The Authorized Users exercise of the License shall in no way interfere with Northern's use and operation of Northern property rights, works and facilities, nor ingress and egress to same.

SECTION 7. EMERGENCY INTERVENTION BY NORTHERN. In the event of an emergency, as so determined by Northern in its reasonable and sole discretion, and regardless of any language in this Agreement to the contrary, Northern reserves the unilateral right to implement or initiate, without advance notice, suspension of the License.

It being understood that following termination of the emergency event and conclusion of Northern's remedial actions, if any, Northern shall so notify the Country Club and the Country Club shall thereupon be entitled to resume exercise of the License.

SECTION 8. REMEDIES UPON COUNTRY CLUB DEFAULT. Northern may elect any one of the following remedies if the Country Club should default in carrying out the terms and conditions of this Agreement, namely:

(A) In the event the Country Club should fail to comply or satisfy the requirements of Sections 4, 5, or 10 of this Agreement, such failure shall be deemed a **material** breach of the Agreement. If such a material breach is not rectified within ten (10) business days from the date of Northern's written notice to the Country Club of such default, then in that event Northern, at its sole discretion and without further notice, may elect to suspend or terminate the License or take such judicial or administrative action, including injunctive relief, as Northern deems necessary in order to compel compliance with the provisions of this Agreement.

(B) All other defaults under or failures to comply with this Agreement by the Country Club or the Authorized Users shall be addressed in such manner as deemed reasonably necessary and appropriate by Northern, which may include the use of judicial or administrative action remedies.

SECTION 9. INDEMNIFICATION. The Country Club does hereby indemnify and hold Northern harmless of and from any and all loss or liability of whatsoever nature that Northern may sustain by reason of: (i) the Country Club's or an Authorized Users' proper or improper exercise of the License, and (ii) those which arise out of the Country Club's or, as the case may be, an Authorized User's, acts or omissions,

including misfeasance, malfeasance, non-feasance, negligence or failure to comply with the terms of the License and this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries and/or damages sustained by persons or damage to property, including such reasonable attorney fees and costs (including appellate or mediation) that may be incurred by Northern that relate thereto.

SECTION 10. INSURANCE. The Country Club shall be required on or before the date of its execution of this Agreement and without any interruption or lapse thereafter, to provide to Northern, a Certificate of Insurance reflecting insurance coverage for the Country Club in such amounts and in accordance with the requirements set forth on attached Exhibit "B". Further said Certificate of Insurance shall on its face reflect the following:

(A) Northern as an additional insured to the extent set forth on attached Exhibit "B".

(B) Northern as the certificate holder of the Certificate of Insurance.

(C) That the insurance coverage represented by the Certificate of Insurance shall not be terminated or reduced unless thirty (30) days prior written notice of such termination or reduction (or ten (10) days if canceled for non-payment) is mailed by first class U.S. Mail to Northern.

SECTION 11. TERM OF THE AGREEMENT. Unless terminated as otherwise permitted in this Agreement, the Agreement shall continue in perpetuity.

SECTION 12. MISCELLANEOUS PROVISIONS.

(A) **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, electronic mail or facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

AS TO NORTHERN:

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**
359 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attention: Executive Director
Phone: (561) 624-7830
Email: Danvers@npbcid.org

AS TO COUNTRY CLUB:

EASTPOINTE COUNTRY CLUB, INC.
13535 Eastpointe Boulevard
Palm Beach Gardens, Florida 33418
Attention: Paul Rogers, President
Phone: (561) 626-6860
Email: parogers1244@gmail.com

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

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

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

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

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

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

(G) **Waiver of Jury Trial.** The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of the availability of competent legal counsel.

(H) **Time of the Essence.** Time is of the essence with respect to this Agreement.

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

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

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

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

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

Signature pages follow.

Executed by the Country Club this 23rd day of JUNE, 2022.

Signed, sealed and delivered in the presence of the following witnesses:

Eastpointe County Club, Inc.,
a Florida not-for-profit corporation

[Signature]
(signature)

By: Paul Rogers, PRESIDENT
Paul Rogers, President

Scott Bester
(print name)

[Signature]
(signature)

Indrit Ndreu
(print name)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of June 2022, by Paul Rogers, as President of Eastpointe Country Club, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

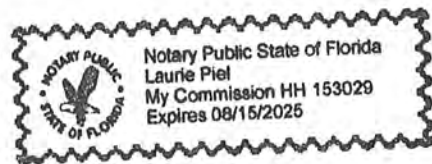
(Notary Seal)

Laurie Piel
Notary Public State of Florida

Laurie
Print/Type/Stamp Name

Personally Known OR Produced Identification

Type of Identification Produced _____



Executed by **NORTHERN** this ____ day of _____, 2022.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST: _____
Secretary or Assistant Secretary

BY: _____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2022, by Northern Palm Beach County Improvement District, an independent special district of the State of Florida, on behalf of the said Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification

Type of Identification Produced _____.

EXHIBIT "A"

IMPROVEMENT SITES

TRACT W1, TRACT W2, AND TRACT W3, EASTPOINTE COUNTY CLUB PUD PLAT 15,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGES 9-13,
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

EXHIBIT "B"

INSURANCE REQUIREMENTS

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

I. Commercial General Liability:

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

II. Comprehensive Automobile Liability:

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

III. Workers Compensation

Statutory Limits

and	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
Employers Liability	\$100,000	Disease-Each Employee

IV. Umbrella Excess Liability Insurance:

(A)	\$1,000,000	Each Occurrence
	\$1,000,000	Annual Aggregate

(B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

V. Notice of Cancellation:

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

VI. Insurance Certificate:

Northern Palm Beach County Improvement District shall be listed as an additional insured for the above Commercial and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Northern Palm Beach County Improvement District, which certificate of insurance shall be updated on a continuing basis throughout the Term of this Agreement.



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
Adrian M. Salee
Gregory Block
Ellen T. Baker

DATE: August 24, 2022

FROM: Kenneth W. Edwards, General Counsel

THROUGH: C. Danvers Beatty, Executive Director

RE: Unit of Development No. 14 – Eastpointe
Consider Third Amendment to Agreement and Corrective Quit Claim Deed

Background

Northern entered into an Agreement with Eastpointe Country Club, Inc. (Seller) and EPBG, LLC. (Buyer) on June 27, 2019, (the “Agreement”). In the Agreement, the Buyer and Seller agreed to design, permit, construct and install an Underground Drainage System and Expanded Lake System (the “Improvements”) and convey those Improvements to Northern. In consideration of the obligation to transfer to Northern the aforementioned Improvements, Northern executed a Quit Claim Deed (QCD) to the Seller of certain real property interest, and the QCD was to be held in escrow pending Northern’s execution of a plat. If the plat deadline was not met, Northern could terminate the Agreement and the escrowed QCD returned to Northern. Further, the Agreement and escrowed QCD contained reverter options if the Improvements were not conveyed to Northern by a specified date.

On November 18, 2020, the Board approved a First Amendment to the Agreement which extended the plat recording deadline in the original Agreement to October 29, 2021. The First Amendment also extended the date after which the Quit Claim Deed may be revoked or rescinded by Northern.

On October 27, 2021, the Board approved a Second Amendment to the Agreement which extended the two previously approved deadline dates through October 28, 2022, and authorized a replacement Quit Claim Deed that was to be substituted for the one then in escrow.

The plat has since been executed and recorded, as has the QCD which contains a deadline for the completion, conveyance to Northern and its acceptance of the Improvements.

The Buyer has requested a third extension of the conveyance deadline for the Improvements. This request is before the Board in the form of a proposed Third Amendment to the Agreement which, if approved, will also require the Board’s approval of the also pending Corrective Quit Claim Deed which will need to be recorded in order to memorialize the requested deadline extension.

Fiscal Impact

There are no material fiscal impacts associated with this proposed Third Amendment to the Agreement or the Corrective Quit Claim Deed.

Recommendation

General Counsel and Northern Staff recommend approval of the Third Amendment to NPBCID Agreement and execution of the Corrective Quit Claim Deed.

THIRD AMENDMENT TO NPBCID AGREEMENT

THIS THIRD AMENDMENT TO NPBCID AGREEMENT (the “**Third Amendment**”) dated as of August _____, 2022, is being entered into by and among **EASTPOINTE COUNTRY CLUB, INC.**, a Florida not for profit corporation (the “**Seller**” or “**Club**”), **EPBG, LLC**, a Florida limited liability company (the “**Buyer**”) and **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**, an independent special district of the State of Florida (hereinafter referred to as “**NPBCID**”).

WITNESSETH:

WHEREAS, Buyer and Seller entered into to that certain Agreement for Sale and Purchase of property dated April 30, 2019 (the “**Contract**”), pursuant to which Buyer agreed to acquire from Seller that certain land in Palm Beach County, Florida, more particularly described in the Contract (the “**Property**”); and

WHEREAS, in connection with the purchase and sale of the Property, Buyer, Seller and NPBCID entered that certain Agreement dated June 27, 2019 (the “**NPBCID Agreement**”), pursuant to which Buyer agreed to design, permit, construct and install the Underground Drainage System and Seller agreed to design, permit, construct and install the Expanded Lake System, all as more particularly described in the NPBCID Agreement; and

WHEREAS, on November 18, 2020 the Seller, Buyer and NPBCID approved a First Amendment to the NPBCID Agreement; and

WHEREAS, on October 27, 2021 the Seller, Buyer and NPBCID approved a Second Amendment to the NPBCID Agreement; and

WHEREAS, Seller, Buyer and NPBCID have agreed to further amend the NPBCID Agreement pursuant to the terms of this Third Amendment.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. RECITALS; DEFINED TERMS. The above recitals are true and correct to the best of the knowledge of the party making such representation and are incorporated herein by this reference. Capitalized terms used but not defined in this Third Amendment shall have the respective meanings ascribed to them in the NPBCID Agreement.

Section 2. AMENDMENTS TO NPBCID AGREEMENT. The NPBCID Agreement, as previously amended, is further amended as follows:

(a) Section 2.01 is deleted in its entirety and replaced with the following:

2.01. But for Final Completion and acceptance of the Underground Drainage System and Expanded Lake System, by not later than October 28, 2023.

(b) The first sentence of Section 2.02 is deleted in its entirety and replaced with the following:

The Underground Drainage System and Expanded Lake System shall achieve Substantial Completion by not later than October 28, 2023.

Section 3. CONSTRUCTION. The parties acknowledge that they have shared equally in the drafting and preparation of this Third Amendment and, accordingly, no Court, Mediator or Administrative Hearing Officer construing this Third Amendment shall construe it more strictly against one party than the other and every covenant, term and provision of this Third Amendment shall be construed simply according to its fair meaning.

Section 4. HEADINGS. The headings contained in this Third Amendment are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Third Amendment.

Section 5. COUNTERPARTS. This Third Amendment 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. Executed signature pages to this Third Amendment may be delivered by facsimile or other electronic means and will be deemed as sufficient as if original signature pages had been delivered.

Section 6. NO OTHER AMENDMENTS. Except as expressly set forth herein, the NPBCID Agreement, as previously amended, remains in full force and effect in accordance with its terms and nothing contained herein shall be deemed to be a waiver, amendment, modification or other change of any term, condition or provision of the NPBCID Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Eastpointe Country Club, Inc., EPBG, LLC, and the Northern Palm Beach County Improvement District have caused these presents to be executed in their respective names by the proper officials the days and year hereinafter written.

SELLER:

EASTPOINTE COUNTRY CLUB, INC., a Florida not for profit corporation

By: _____
Paul Rogers, President

Date: _____

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by Paul Rogers, the President of **EASTPOINTE COUNTRY CLUB, INC.**, a Florida not for profit corporation, on behalf of the corporation/limited liability company/partnership, who is personally known to me or who has produced _____ as identification.

Witness my hand and official seal this ____ day of _____ 2022.

Notary Public
Notary Seal: _____

BUYER:

EPBG, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____, the _____ of **EPBG, LLC**, a Florida limited liability company, on behalf of the corporation/limited liability company/partnership, who is personally known to me or who has produced _____ as identification.

Witness my hand and official seal this ____ day of _____ 2022.

Notary Public
Notary Seal: _____

ATTEST:

NPBCID:

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

[SEAL]

This ___ day of _____, 2022

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____, as the _____ of the Board of Supervisors for the **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**, an independent special district of the State of Florida. He is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his best knowledge.

Witness my hand and official seal this ___ day of _____ 2022.

Notary Public

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

THIS CORRECTIVE QUIT-CLAIM DEED IS BEING EXECUTED AND RECORDED TO CORRECT PARAGRAPH 6) OF THAT CERTAIN QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 33349, PAGE 26, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, REGARDING THE DATE ON OR AFTER GRANTOR IS ENTITLED TO RECORD A NOTIFICATION OF REVERTER AND THE DATE THE UNDERGROUND DRAINAGE SYSTEM AND EXPANDED LAKE SYSTEM MUST BE DELIVERED TO GRANTOR WHEREBY THE RIGHT OF REVERTER SHALL AUTOMATICALLY EXPIRE.

CORRECTIVE QUIT-CLAIM DEED

THIS CORRECTIVE QUIT-CLAIM DEED is made effective as of October 27, 2021, by Northern Palm Beach County Improvement District, an independent special district of the State of Florida, whose street address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as "Grantor"), to Eastpointe Country Club, Inc., a Florida not-for-profit corporation, whose street address is 13535 Eastpointe Blvd., Palm Beach Gardens, Florida 33418 (hereinafter referred to as the "Grantee"). (Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

W I T N E S S E T H

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever all the right, title, interest, claim and demand which Grantor has in and to the following real property together with all petroleum, phosphate, minerals and metals located in, over, under and upon the Property, including the right to mine and develop same, (the "Property"), namely:

See Exhibit "A" which is attached hereto and made a part hereof.

SUBJECT TO THE FOLLOWING:

- 1) Taxes and assessments for 2021 and subsequent years,

- 2) All covenants, conditions, declarations, restrictions and reservations of record,
- 3) Zoning restrictions and prohibitions imposed by governmental entities, and
- 4) Easements, restrictions, reservations, covenants and conditions contained in instruments recorded in the Official Records of Palm Beach County, Florida.

5) Reservation by the Grantor of a perpetual easement in, over, under and upon the real property described in attached Exhibit "A" for use by the Grantor and its authorized employees, consultants, agents, contractors, sub-contractors, and suppliers for: (A) ingress and egress by and for: (i) pedestrians and (ii) vehicular and/or equipment usage, including supplies and materials, which may be temporarily stored or parked upon the Property, and (B) the implementation, installation, construction, repair, replacement, removal, enlargement, upgrade, operation and/or maintenance of surface water and stormwater works, facilities and improvements, including canals, berms and interconnecting culverts and (C) the removal and relocation of birds, plants and animals located in, over, under and upon the Property. Provided, however, this reservation shall be released as of the earlier to occur of: (a) the recording of a future plat signed by Grantor that contains a specific consent by the Grantor of the release of this reservation of easement or (b) the recording in the Public Records of Palm Beach County, Florida, of the Grantor's written acceptance of an underground drainage culvert that provides drainage in a manner substantially similar to that existing open drainage canal system currently situated within the Property.

6) It is hereby understood and agreed that on or after January 27, 2024, the Grantor of the Property herein conveyed shall be entitled to record a Notification of Reverter (which must include a reference to this deed and its Official Record Book and Page recording information), if the Underground Drainage System or Expanded Lake System, (as they are defined in an Agreement dated the 27th day of June, 2019, as amended, between the Grantor, the Grantee and EPBG, LLC), have not been conveyed to and accepted by the Grantor in accordance with the provisions of Section 7 or Section 8 of the aforesaid Agreement. Upon recording of such Notification of Reverter, fee title ownership of the Property shall automatically revert to the Grantor without any encumbrances beyond those in effect as the date of the recording of this deed, without further notice, action or payment of consideration by the Grantor. If the above conveyance of the Underground Drainage System and Expanded Lake System to the Grantor should be accomplished in accordance with the aforesaid Agreement on or before January 27, 2024, such right of reverter shall automatically expire and the Grantee shall be entitled to request and promptly receive a written release of this right of reverter, in recordable form, from the Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the proper use, benefit and behalf of the Grantee forever.

The Grantor's conveyance of the Property is being given without any statutory, express or implied warranties of any nature whatsoever and the acceptance of the Property by the Grantee shall be without recourse as to the Grantor.

*Remainder of page intentionally blank.
Signature page follows.*

CONSENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Eastpointe Country Club, Inc., a Florida not-for-profit corporation, hereby approves and consents to the above Corrective Quit Claim Deed correcting that certain Quit-Claim Deed recorded in Official Record Book 33349, Page 26, Public Records of Palm Beach County, Florida,

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officer thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

EASTPOINTE COUNTRY CLUB, INC.
a Florida not for profit corporation

Signature

By: _____

Print Name

Print: _____

Title: _____

Signature

Print Name

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2022, by _____, as Eastpointe Country Club, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He [] is personally known to me or [] has produced _____ as identification.

Notary Public-State of Florida
Print Name: _____
My Commission No: _____
My Commission expires: _____

(Notary seal)

CONSENT

For good and valuable consideration, the receipt of which is hereby acknowledged, EPBG, LLC, a Florida limited liability company, hereby approves and consents to the above Corrective Quit Claim Deed correcting that certain Quit-Claim Deed recorded in Official Record Book 33349, Page 26, Public Records of Palm Beach County, Florida,

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officer thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

EPBG, LLC, a Florida limited liability company

Signature

By: _____
Michael Smolak, as Authorized Signatory

Print Name

Signature

Print Name

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2022, by Michael Smolak, as Authorized Signatory of EPBG, LLC, a Florida limited liability company, on behalf of the company. He [] is personally known to me or [] has produced _____ as identification.

Notary Public-State of Florida
Print Name: _____
My Commission No: _____
My Commission expires: _____

(Notary seal)

Exhibit "A"

Legal Description

(Attached)

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF THE WATER MANAGEMENT TRACT, OF PLAT NO. 14 EASTPOINTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; TOGETHER WITH A PORTION OF THE WATER MANAGEMENT TRACT, OF PLAT NO. 12 EASTPOINTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 168, SAID PUBLIC RECORDS; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID PLAT NO. 14 EASTPOINTE SUBDIVISION; THENCE, SOUTH 01°15'32" WEST, ALONG THE WEST LINE OF SAID PLAT AND THE WEST LINE OF SAID PLAT NO. 12 EASTPOINTE SUBDIVISION, A DISTANCE OF 1821.74 FEET; THENCE, SOUTH 88°44'28" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 70.00 FEET TO THE BOUNDARY OF SAID WATER MANAGEMENT TRACT OF PLAT NO. 12 EASTPOINTE SUBDIVISION; THENCE, NORTH 01°15'32" EAST, ALONG SAID TRACT BOUNDARY FOR THIS AND THE NEXT FOUR COURSES, A DISTANCE OF 241.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 17.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 90.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°03'06", A DISTANCE OF 80.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 17.82 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 01°15'32" EAST, CONTINUING ALONG SAID TRACT BOUNDARY AND THE BOUNDARY OF SAID WATER MANAGEMENT TRACT OF PLAT NO. 14 EASTPOINTE SUBDIVISION, A DISTANCE OF 1415.92 FEET; THENCE, NORTH 84°29'01" EAST, CONTINUING ALONG SAID BOUNDARY OF WATER MANAGEMENT TRACT OF PLAT NO. 14 EASTPOINTE SUBDIVISION, FOR THIS AND THE REMAINING TWO COURSES, A DISTANCE OF 537.97 FEET; THENCE, NORTH 42°55'33" WEST, A DISTANCE OF 75.55 FEET; THENCE, SOUTH 84°29'01" WEST, A DISTANCE OF 555.42 FEET TO THE POINT OF BEGINNING.

CONTAINING: 159,306 SQUARE FEET OR 3.66 ACRES, MORE OR LESS.

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

CERTIFICATE:

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

BY:  DATE: 6/19/2019
STEPHEN L. SHIRLEY, R.S.M. 3918



NOTE: THIS IS NOT A SURVEY

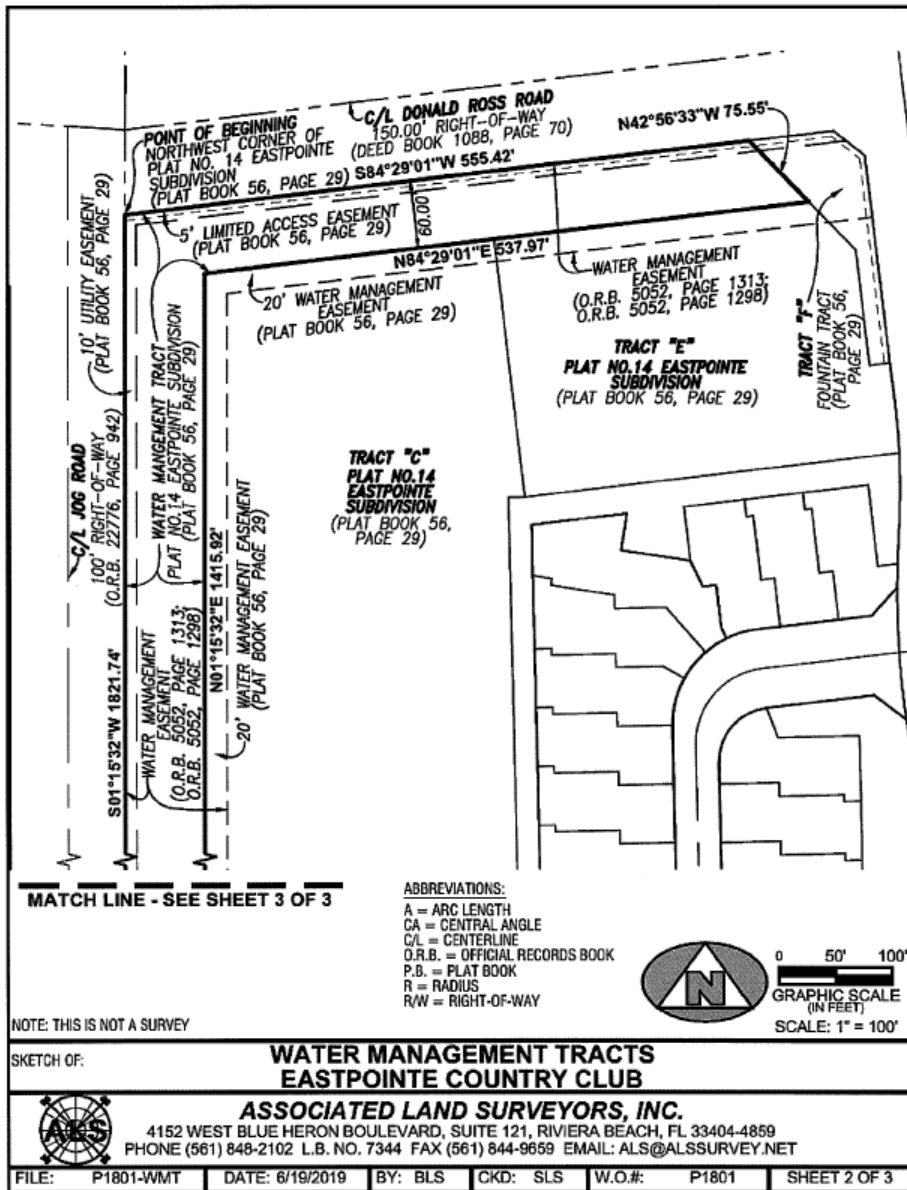
LEGAL DESCRIPTION OF:

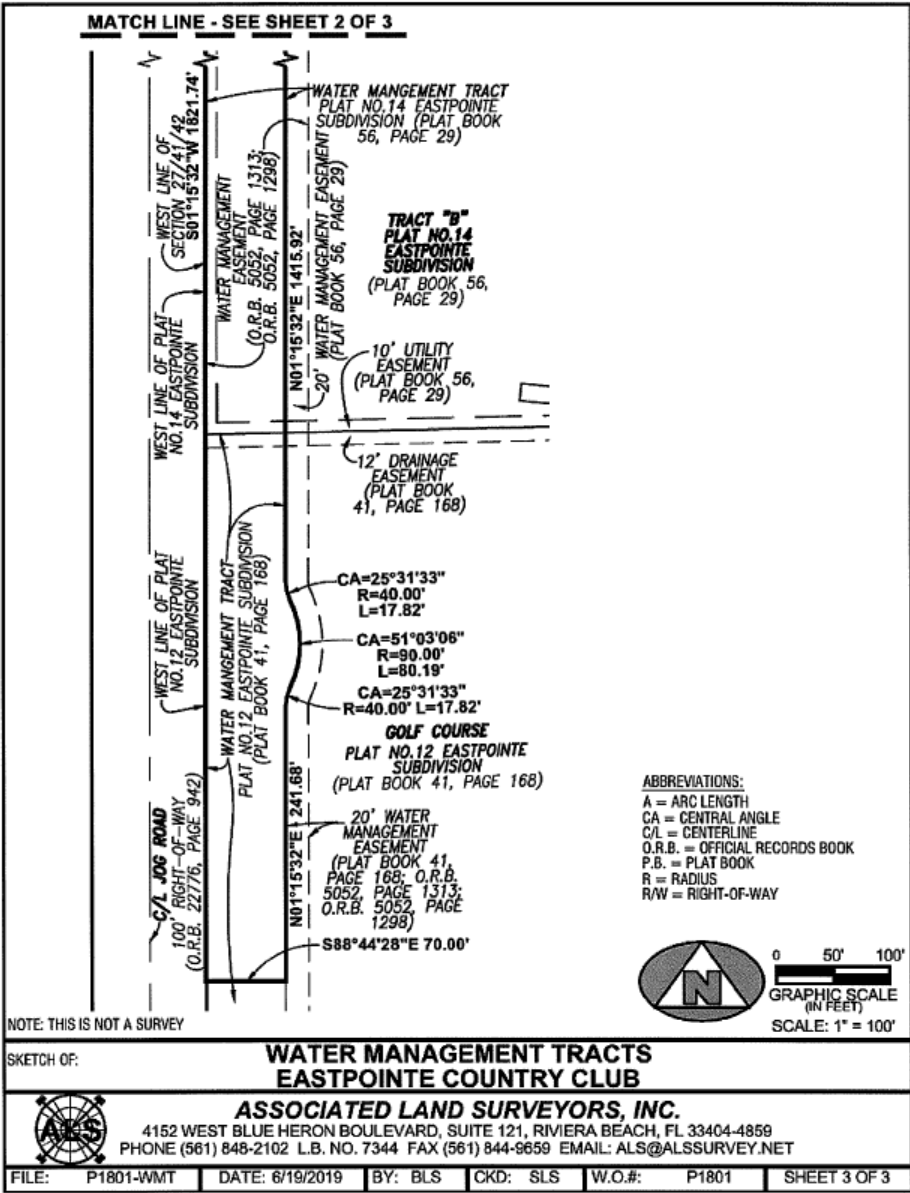
**WATER MANAGEMENT TRACTS
EASTPOINTE COUNTRY CLUB**



ASSOCIATED LAND SURVEYORS, INC.
4152 WEST BLUE HERON BOULEVARD, SUITE 121, RIVIERA BEACH, FL 33404-4659
PHONE (561) 848-2102 L.B. NO. 7344 FAX (561) 844-9659 EMAIL: ALS@ALSSURVEY.NET

FILE: P1801-WMT DATE: 6/19/2019 BY: BLS CKD: SLS W/O# P1801 SHEET 1 OF 3





LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF THAT CERTAIN 20.00 FOOT WIDE WATER MANAGEMENT EASEMENT SHOWN ON PLAT NO. 14 EASTPOINTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; TOGETHER WITH A PORTION OF THAT CERTAIN 20.00 FOOT WIDE WATER MANAGEMENT EASEMENT SHOWN ON PLAT NO. 12 EASTPOINTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 188, SAID PUBLIC RECORDS; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT NO. 14 EASTPOINTE SUBDIVISION; THENCE, SOUTH 01°15'32" WEST, ALONG THE WEST LINE OF SAID PLAT AND THE WEST LINE OF SAID PLAT NO. 12 EASTPOINTE SUBDIVISION, A DISTANCE OF 1821.74 FEET; THENCE, SOUTH 88°44'28" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 70.00 FEET TO THE BOUNDARY OF SAID 20.00 FOOT WIDE WATER MANAGEMENT EASEMENT AS SHOWN ON PLAT NO. 12 EASTPOINTE SUBDIVISION AND THE POINT OF BEGINNING;

THENCE, NORTH 01°15'32" EAST, ALONG SAID EASEMENT BOUNDARY FOR THIS AND THE NEXT FOUR COURSES, A DISTANCE OF 241.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 17.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 90.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°03'08", A DISTANCE OF 80.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 17.82 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 01°15'32" EAST, CONTINUING ALONG SAID EASEMENT BOUNDARY AND ALONG THE BOUNDARY OF SAID WATER MANAGEMENT EASEMENT OF PLAT NO. 14 EASTPOINTE SUBDIVISION, A DISTANCE OF 1415.82 FEET; THENCE, NORTH 84°29'01" EAST, CONTINUING ALONG THE BOUNDARY OF SAID WATER MANAGEMENT EASEMENT OF PLAT NO. 14 EASTPOINTE SUBDIVISION FOR THIS AND THE NEXT THREE COURSES, A DISTANCE OF 537.97 FEET; THENCE, SOUTH 42°58'33" EAST, A DISTANCE OF 25.18 FEET; THENCE, SOUTH 84°29'01" WEST, A DISTANCE OF 535.51 FEET; THENCE, SOUTH 01°15'32" WEST, CONTINUING ALONG SAID EASEMENT BOUNDARY, AND ALONG THE BOUNDARY OF SAID 20.00 FOOT WIDE WATER MANAGEMENT EASEMENT AS SHOWN ON PLAT NO. 12 EASTPOINTE SUBDIVISION, A DISTANCE OF 1398.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 20.00 FEET; THENCE, SOUTHERLY, ALONG SAID CURVE AND CONTINUING ALONG SAID EASEMENT BOUNDARY FOR THIS AND THE NEXT THREE COURSES, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 8.91 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 110.00 FEET; THENCE, SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°03'08", A DISTANCE OF 98.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 20.00 FEET; THENCE, SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'33", A DISTANCE OF 8.91 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 01°15'32" WEST, A DISTANCE OF 241.68 FEET; THENCE, NORTH 88°44'28" WEST, DEPARTING SAID EASEMENT BOUNDARY, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 46,026 SQUARE FEET OR 1.06 ACRES, MORE OR LESS.

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

CERTIFICATE:

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

BY: *Stephen L. Shirley* DATE: 6/4/2019

STEPHEN L. SHIRLEY, P.S.M. 3916



LOCATION MAP NOT TO SCALE

NOTE: THIS IS NOT A SURVEY

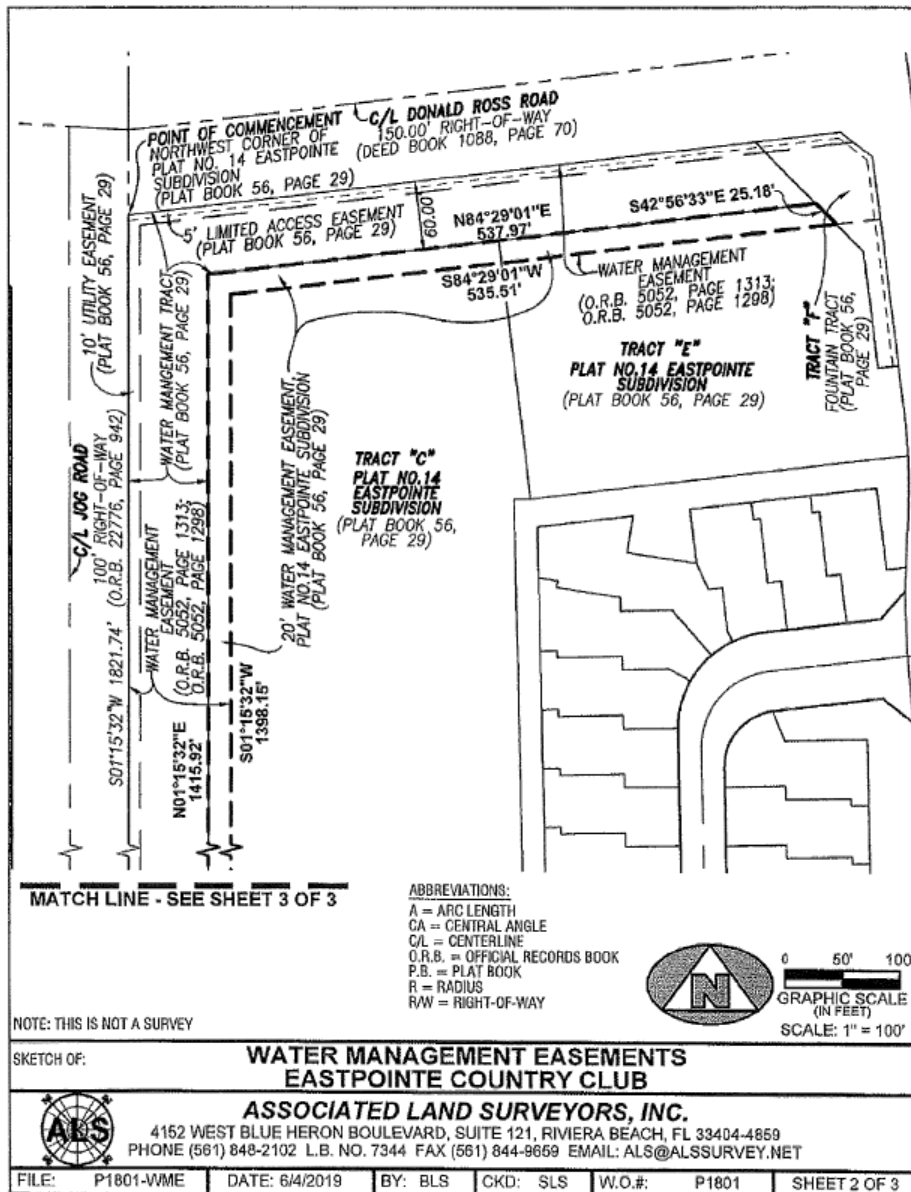
LEGAL DESCRIPTION OF:

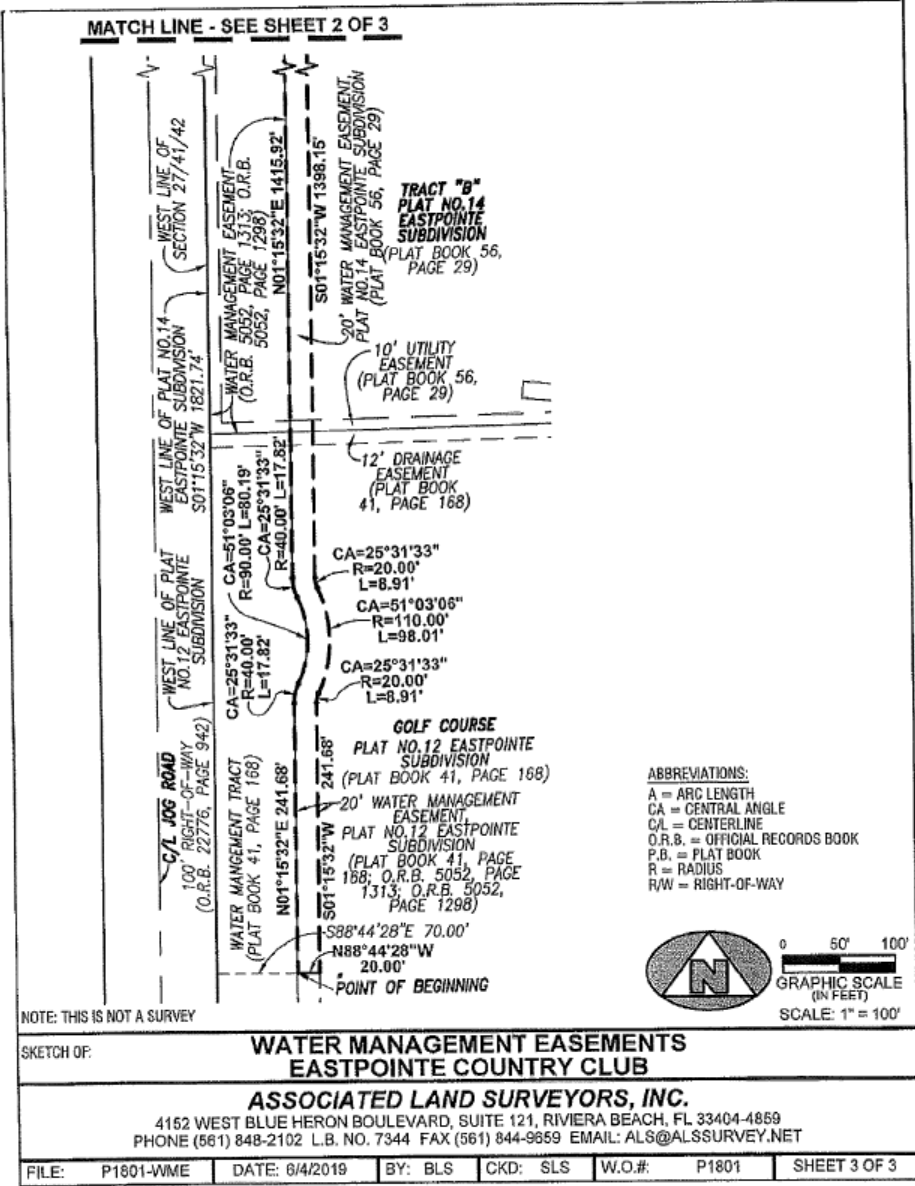
WATER MANAGEMENT EASEMENTS EASTPOINTE COUNTRY CLUB

ASSOCIATED LAND SURVEYORS, INC.

4152 WEST BLUE HERON BOULEVARD, SUITE 121, RIVIERA BEACH, FL 33404-4869
PHONE (561) 848-2102 L.B. NO. 7344 FAX (561) 844-9659 EMAIL: ALS@ALLSURVEY.NET

FILE: P1801-WME DATE: 6/4/2019 BY: BLS CKD: BLS W.O.#: P1801 SHEET 1 OF 3







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: August 24, 2022

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

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

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Acceptance of Ingress and Egress Easement
Palm Beach Park of Commerce Plat 25 and Venture Way

Background

As a requirement of the development of a large parcel in the Park and the extension of what will become a Northern-owned roadway called Venture Way, the County is requiring the property owner to grant an Ingress and Egress Easement to Northern over a portion of what will be a private driveway to allow for a turnaround prior to entry into the private development. The subject easement will be recorded in the Official Records of Palm Beach County immediately after the associated Plat is recorded. The sketch and description for the referenced easement was reviewed by Keshavarz & Associates, Inc., (which is under contract with Northern to perform plat and survey services and reviews) and its approval letter is attached.

Fiscal Impact

There are no fiscal impacts relating to the acceptance of the Ingress and Egress Easement.

Recommendation

The District Engineer recommends acceptance of the attached Ingress and Egress Easement.



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

August 1, 2022

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

Subject: Palm Beach Park of Commerce Plat 25
Unit of Development 16
Plat No: 16-033

Dear Mrs. Leser:

Keshavarz & Associates, Inc. reviewed the submitted documents associated with the above referenced plat to include pdf copies, digitally signed and sealed, and AutoCAD drawing files of:

1. Sketch and legal descriptions depicting and describing the proposed a variable width access, ingress/egress easement titled 8700PAE_DS.pdf on July 18, 2022 via email, affecting a portion of Section 19, Township 41 South, Range 41 East, Palm Beach County, Florida and proposed Parcel A, of the proposed Palm Beach Park of Commerce, P.I.P.D.-Plat 25 and as resubmitted based on verbal comments as discussed with the petitioner's surveyor on July 29, 2022.

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

Please advise the petitioner to submit the executed easement agreement with the approved sketch and legal description exhibit to be held until such time the plat has been approved and recorded into public record. Upon the recordation of the plat, Northern shall execute the easement agreement and record into public record.

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

Sincerely,

KESHAVARZ & ASSOCIATES, INC.

Scott F. Bryson

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

EXHIBIT "A"

DESCRIPTION:

A PORTION OF SECTION 19, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT S.W. CORNER OF WETLANDS PRESERVATION TRACT 11, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1, AS RECORDED IN PLAT BOOK 56, PAGE 172 THROUGH 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 59°00'58" WEST ALONG THE WEST LINE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT WATER MANAGEMENT EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 32545, PAGE 1028 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 119.56 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 15°47'07" EAST, A RADIAL DISTANCE OF 560.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°57'57", A DISTANCE OF 146.27 FEET; THENCE ALONG A RADIAL LINE TO SAID CURVE, NORTH 30°45'04" EAST ALONG SAID RADIAL LINE, A DISTANCE OF 80.01 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 30°45'22" EAST, A RADIAL DISTANCE OF 479.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 02°23'19", A DISTANCE OF 20.00 FEET TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 98°57'21"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 51.81 FEET TO A POINT OF TANGENCY; THENCE NORTH 19°24'42" EAST, A DISTANCE OF 75.50 FEET; THENCE SOUTH 70°35'18" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 19°24'42" WEST, A DISTANCE OF 75.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 98°57'21"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 51.81 FEET TO A POINT OF COMPOUND CURVATURE; OF A CURVE TO THE LEFT HAVING A RADIUS OF 479.28 FEET AND A CENTRAL ANGLE OF 04°30'10"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 37.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,401 SQUARE FEET OR 0.5372 ACRES, MORE OR LESS.

SAID LANDS LIE IN SECTION 19, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JULY 29, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

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

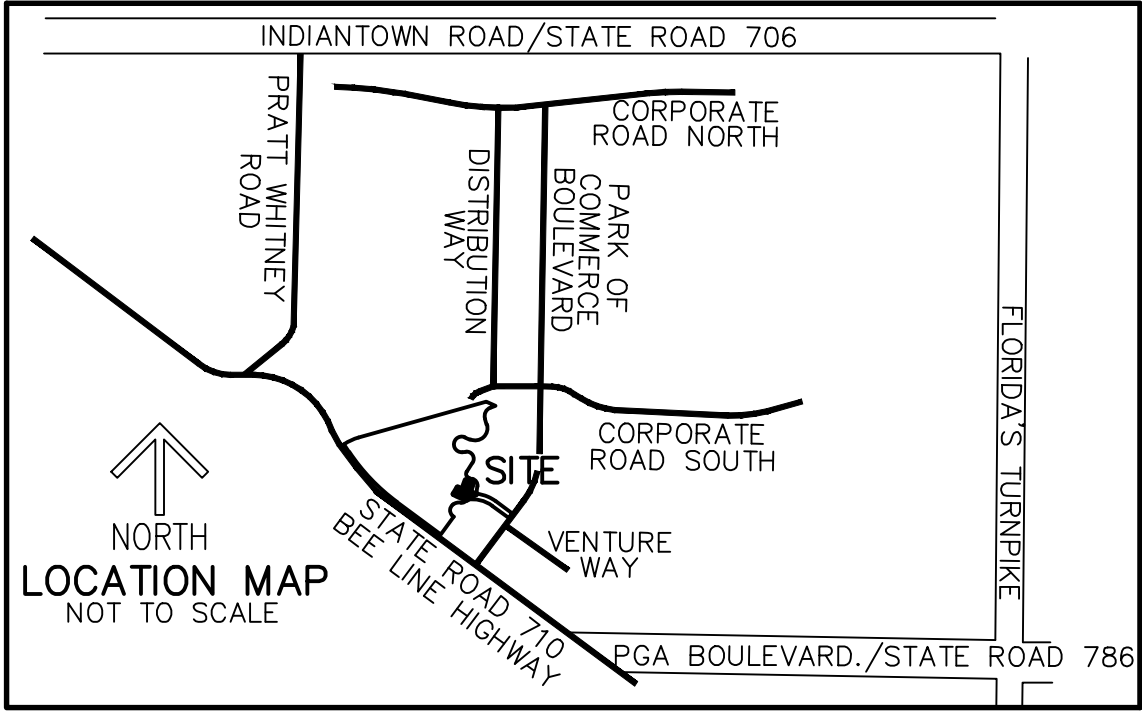
DATE	7/29/2022
DRAWN BY	dl
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8700PAE

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
PRIVATE ACCESS EASEMENT
FOR PLAT 25 SKETCH OF DESCRIPTION**

EXHIBIT "A"

LEGEND/ABBREVIATIONS

☉ - CENTERLINE O.R.B. - OFFICIAL RECORD BOOK POC - POINT OF COMMENCEMENT
 LB - LICENSED BUSINESS POB - POINT OF BEGINNING
 R/W- RIGHT-OF-WAY

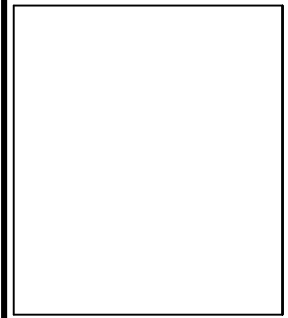


NOTES:

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO A BEARING OF N.05°58'05"E. ALONG THE WEST LINE OF WETLANDS PRESERVATION TRACT 11, PALM BEACH PARK OF COMMERCE P.I.P.D. PLAT NO. 1, AS RECORDED IN PLAT BOOK 56, PAGE 172 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
3. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR.

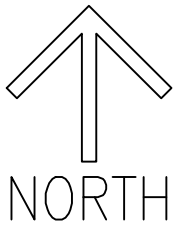
SHEET 2 OF 3

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

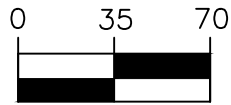


DATE	7/29/2022
DRAWN BY	dl
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8700PAE

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
 PRIVATE ACCESS EASEMENT
 FOR PLAT 25 SKETCH OF DESCRIPTION**

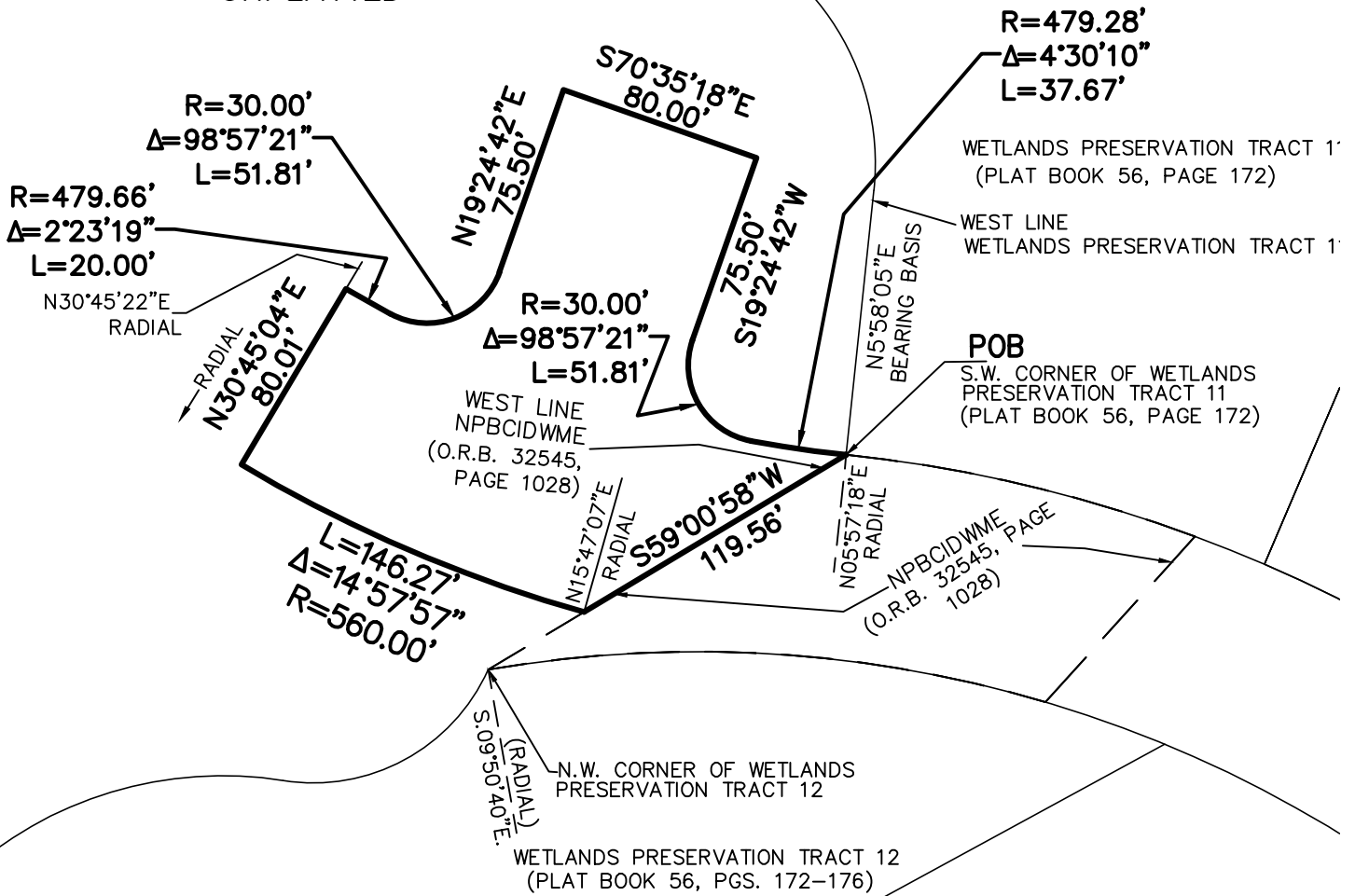


GRAPHIC SCALE



(IN FEET)
1 INCH = 70 FEET

UNPLATTED



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
PRIVATE ACCESS EASEMENT
FOR PLAT 25 SKETCH OF DESCRIPTION

DATE	7/29/2022
DRAWN BY	dl
F.B./ PG.	NONE
SCALE	1"=60'
JOB NO.	8700PAE

Prepared by and Return to:

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

**INGRESS AND EGRESS EASEMENT
(Unit of Development No. 16)**

THIS Ingress and Egress Easement shall be effective as of the _____ day of _____, 2022 (the "Effective Date") and is being entered into by and between YTG PALM BEACH GC, LP, a Delaware limited partnership, whose address is 1776 Peachtree Street, NW, Suite 100, Atlanta, GA 30309 (the "Grantor") and NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the State of Florida, whose address is 359 Hiatt Drive, Palm Beach Gardens, FL 33418 (the "District").

WITNESSETH:

WHEREAS, the District has requested that the Grantor grant it a perpetual and unobstructed non-exclusive ingress and egress easement in, over, upon, through and across the parcel of real property described in Exhibit "A" which is attached hereto and made a part hereof, (the "Easement Area"); and

WHEREAS, the Grantor is willing to grant to the District a perpetual and unobstructed on-exclusive ingress and egress easement in, over, upon, through and across the Easement Area.

NOW, THEREFORE, in consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Grantor and District agree as follows:

1. **ACCESS EASEMENT.** The Grantor hereby grants to the District a perpetual and unobstructed non-exclusive Ingress and Egress Easement (the "Easement") for pedestrian, vehicular and equipment usage, including temporary parking, by the District and its authorized employees, consultants, agents, contractors, subcontractors and suppliers together with all persons using the roadway known as Venture Way immediately east of the Easement Area which is depicted on Palm Beach Park Of Commerce, P.I.P.D.-Plat 25 recorded in Plat Book _____ Page _____, in, over, upon, through and across the Easement Area, which Easement Area shall be open for use and paved by the Grantor on or before sixty days following notification of substantial completion of the adjacent portion of Venture Way, all as required and permitted by Palm Beach County, and thereafter properly maintained by Grantor at no cost to the District or County.

2. **ASSIGNMENT.** The District shall not sell, assign or transfer any of its rights or easements granted hereunder, either directly or indirectly, without the prior written consent of the Grantor or the then fee title owner of the subject Easement Area, as the case may be, and any attempt to do so shall be null and void, except that said prohibition shall not apply to an assignment or transfer by the District to a governmental entity or agency.

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

4. **RELEASE OF EASEMENT.** A material provision to the granting of these rights and the Easement is the agreement that in the event the District should subsequently determine that all or any portion of the Easement Area or right granted herein is no longer required, then in such event all or any portion of the Easement Area or right granted herein which is no longer required may be terminated and released by the District without the payment of consideration by the Grantor for said release provided District obtains the consent of Palm Beach County.

The aforementioned termination and release shall not be effective until the recording of a written release issued by the District as to all or any portion of the Easement Area or right granted herein which is being released from this Easement.

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

6. **MODIFICATIONS.** Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of a party in such format that is subject to recording of Public Record.

7. **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. In addition, District shall have the right to enforce the Grantor's maintenance obligation set forth in Paragraph 1. above by way of specific performance in addition to all other remedies available to it.

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

9. **GOVERNING LAW AND VENUE.** The easements, warranties, covenants, authorizations and agreements contained herein shall run with the land and be governed by the laws of the State of Florida as now and hereafter in force. Further, venue of any litigation arising

out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

10. **WAIVER BY JURY TRIAL.** The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Easement and agree that they shall not elect a trial by jury. The parties have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of the availability of competent legal counsel.

11. **EFFECTIVE DATE.** This Easement shall be effective as of the last day it is signed by both parties hereto.

[Execution on Following Pages]

EXECUTED by the GRANTOR as of the _____ day of August, 2022.

[COMPANY SEAL]

YTG PALM BEACH GC, LP, a Delaware limited partnership

By: YTG Florida, LLC, a Delaware limited liability company, its general partner

By: YTG Ventures, LP, a Delaware limited partnership, its sole member

By: YTG Investors, LLC, a Georgia limited liability company, its general partner

Signed, sealed and delivered in the presence of:

By: _____
J. Bradford Smith, Manager

Signature

Print Name

Signature

Print Name

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of August, 2022, by J. Bradford Smith, as Manager of YTG Investors, LLC, a Georgia limited liability company, as general partner of YTG Ventures, LP, a Delaware limited partnership, the sole Member of YTG Florida, LLC, a Delaware limited liability company, the General Partner of YTG PALM BEACH GC, LP, a Delaware limited partnership, on behalf of the partnership.

(Notary Seal)

Notary Public State of Georgia

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

EXECUTED by the DISTRICT this _____ day of _____, 2022.

ATTEST:

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

[DISTRICT SEAL]

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 _____, 2022, by _____, as
_____, for Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

EXHIBIT "A"
EASEMENT AREA

[SEE ATTACHED]

EXHIBIT "A"

DESCRIPTION:

A PORTION OF SECTION 19, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT S.W. CORNER OF WETLANDS PRESERVATION TRACT 11, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1, AS RECORDED IN PLAT BOOK 56, PAGE 172 THROUGH 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 59°00'58" WEST ALONG THE WEST LINE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT WATER MANAGEMENT EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 32545, PAGE 1028 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 119.56 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 15°47'07" EAST, A RADIAL DISTANCE OF 560.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°57'57", A DISTANCE OF 146.27 FEET; THENCE ALONG A RADIAL LINE TO SAID CURVE, NORTH 30°45'04" EAST ALONG SAID RADIAL LINE, A DISTANCE OF 80.01 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 30°45'22" EAST, A RADIAL DISTANCE OF 479.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 02°23'19", A DISTANCE OF 20.00 FEET TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 98°57'21"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 51.81 FEET TO A POINT OF TANGENCY; THENCE NORTH 19°24'42" EAST, A DISTANCE OF 75.50 FEET; THENCE SOUTH 70°35'18" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 19°24'42" WEST, A DISTANCE OF 75.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 98°57'21"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 51.81 FEET TO A POINT OF COMPOUND CURVATURE; OF A CURVE TO THE LEFT HAVING A RADIUS OF 479.28 FEET AND A CENTRAL ANGLE OF 04°30'10"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 37.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,401 SQUARE FEET OR 0.5372 ACRES, MORE OR LESS.

SAID LANDS LIE IN SECTION 19, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JULY 29, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

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

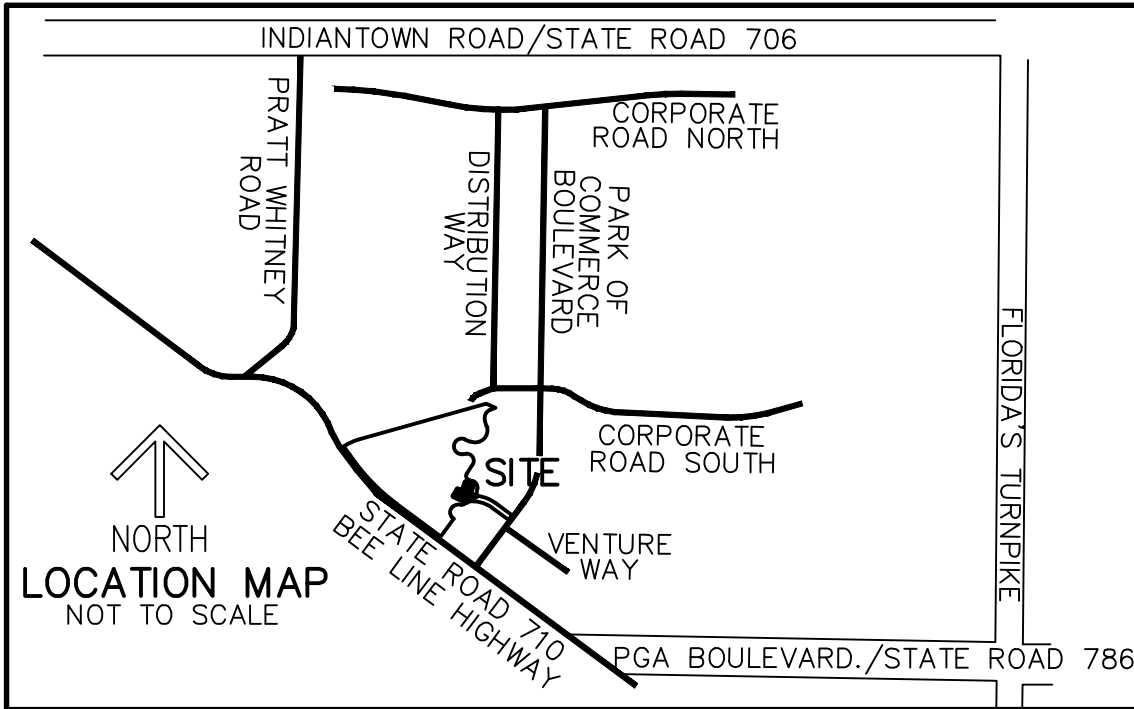
DATE	7/29/2022
DRAWN BY	dl
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8700PAE

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
PRIVATE ACCESS EASEMENT
FOR PLAT 25 SKETCH OF DESCRIPTION**

EXHIBIT "A"

LEGEND/ABBREVIATIONS

☉ - CENTERLINE
 LB - LICENSED BUSINESS
 O.R.B. - OFFICIAL RECORD BOOK
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT
 R/W- RIGHT-OF-WAY



NOTES:

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO A BEARING OF N.05°58'05"E. ALONG THE WEST LINE OF WETLANDS PRESERVATION TRACT 11, PALM BEACH PARK OF COMMERCE P.I.P.D. PLAT NO. 1, AS RECORDED IN PLAT BOOK 56, PAGE 172 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
3. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR.

SHEET 2 OF 3

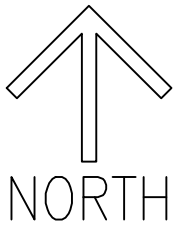


CAULFIELD & WHEELER, INC.

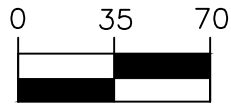
CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
 PRIVATE ACCESS EASEMENT
 FOR PLAT 25 SKETCH OF DESCRIPTION**

DATE	7/29/2022
DRAWN BY	dl
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8700PAE

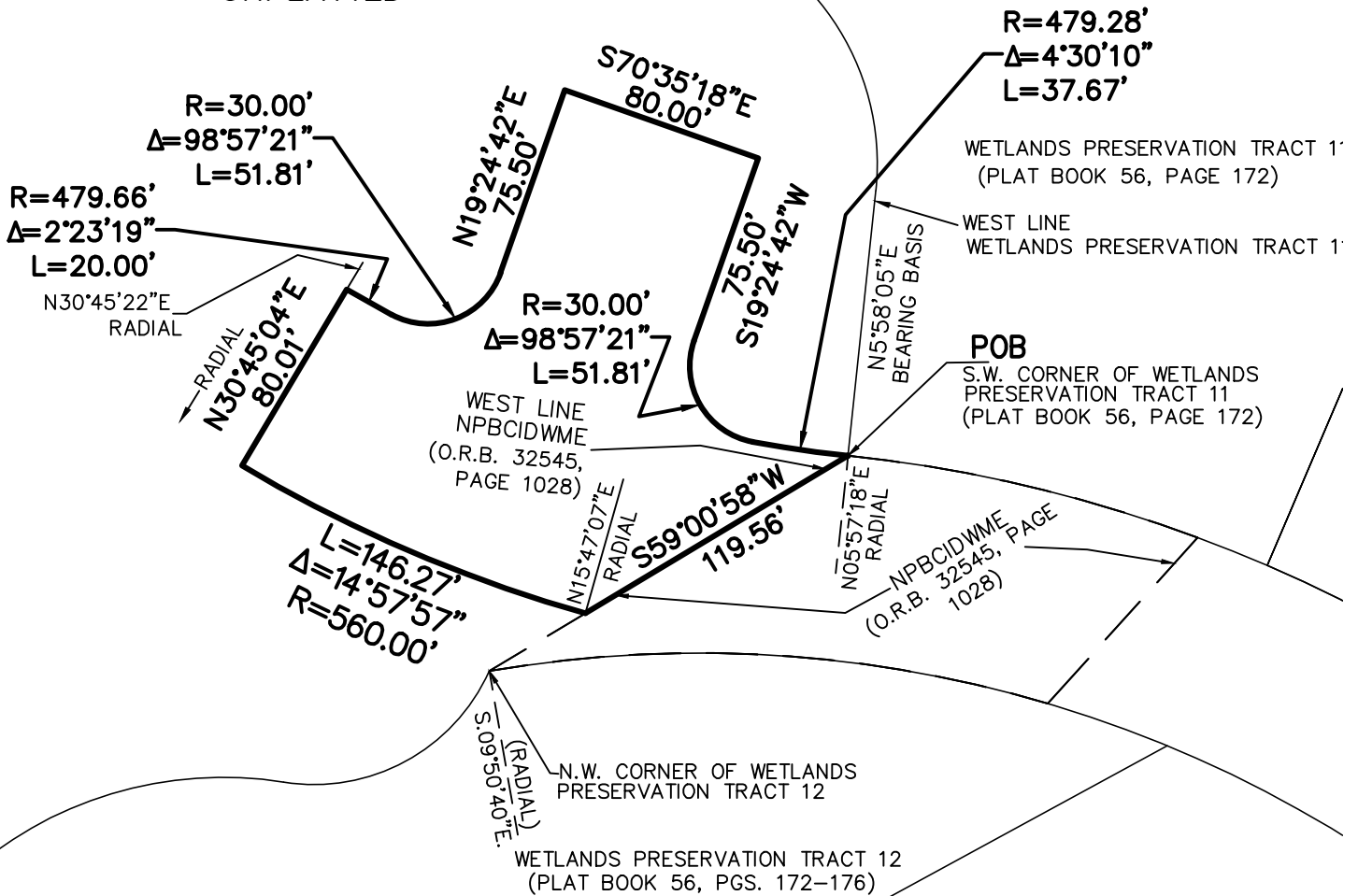


GRAPHIC SCALE



(IN FEET)
1 INCH = 70 FEET

UNPLATTED



SHEET 3 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
PRIVATE ACCESS EASEMENT
FOR PLAT 25 SKETCH OF DESCRIPTION**

DATE	7/29/2022
DRAWN BY	dl
F.B./ PG.	NONE
SCALE	1"=60'
JOB NO.	8700PAE



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
Adrian M. Salee
Gregory Block
Ellen T. Baker

DATE: August 24, 2022

FROM: Kenneth W. Edwards, General Counsel

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

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Assignment, Release and Assumption Agreement

Background

On December 15, 2021, Northern entered into Funding Agreement No. 2 with YTG Palm Beach GC, LP (YTG) for certain therein specified water and sewer improvements to be installed by Northern in conjunction with its construction of an extension to Venture Way.

YTG Palm Beach GC, LP is under contract to sell the parcel for which the aforesaid water and sewer improvements are needed to PB44 FL, LLC (PB44). Both YTG and PB44 wish to have YTG assign to and PB44 assume YTG's obligations under Funding Agreement No. 2 by means of the Assignment, Release and Assumption Agreement. This Agreement will also release YTG from its obligations under Funding Agreement No. 2.

Fiscal Impact

There are no additional material fiscal impacts associated with this proposed Assignment, Release and Assumption Agreement.

Recommendation

General Counsel and Northern Staff recommend the approval and execution by Northern of the Assignment, Release and Assumption Agreement.

ASSIGNMENT, RELEASE AND ASSUMPTION AGREEMENT

FOR

UNIT OF DEVELOPMENT NO. 16

This Assignment, Release and Assumption Agreement (the "Assignment") shall be effective as of the _____ day of _____, 2022 and is entered into by **Northern Palm Beach County Improvement District ("District")**, whose address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, and **YTG Palm Beach GC, LP**, a Delaware limited partnership ("**Assignor**"), whose address is 1776 Peachtree St., NW, Suite 100, Atlanta, Georgia 30309, and **PB44 FL, LLC**, a Florida limited liability company ("**Assignee**"), whose address is 1776 Peachtree St., NW, Suite 100, Atlanta, Georgia 30309 (each of whom is a Party and are collectively referred to herein as the "**Parties**").

For good and valuable consideration including, but not limited to the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby consent and agree to the assignment by Assignor to Assignee of all of Assignor's rights and obligations under the agreements which are set forth on **Exhibit "A"** attached hereto and incorporated herein (the "Northern Agreements").

The following terms, conditions and understandings shall govern the Assignment:

1. The Assignor and Assignee do hereby acknowledge and confirm that Assignor has or will convey the real property described in attached **Exhibit "B"** (the "**Property**") to Assignee and that the Assignee is or will become the current fee title owner of all of said Property.

2. Assignee represents and warrants that it has familiarized itself with the nature, terms, obligations, conditions and extent of the Northern Agreements.

3. All right, title and interest in and to the Northern Agreements as to the Property are hereby assigned by Assignor to Assignee and Assignee does hereby assume and shall hereinafter be responsible for any and all claims, causes of action, obligations, conditions and responsibilities due and owing under or arising out of the Northern Agreements as to the Property including, but not limited to the Assignee's obligations to perform in accordance with the terms and conditions of the Northern Agreements, and provision of any necessary documents, deeds, easements and funding necessary to carry out the intent, purpose, tenor and effect of the Northern Agreements, as the case may be.

4. Assignee hereby assumes all of the liabilities, obligations and covenants of Assignor under the terms and conditions of the Northern Agreements as to the Property. District agrees that it shall look solely and exclusively to the Assignee in the event it becomes necessary for the District to exercise any of its rights and remedies under the Northern Agreements as to the Property.

5. District and Assignee do hereby release, remise and forever discharge Assignor and its officers, directors, sureties and insurers from all claims, causes of action, actions, suits and demands, accounts or other obligations which District and/or Assignee claim, or may

claim against Assignor in connection with the terms and conditions of this Assignment and the Northern Agreements as to the Property.

6. This Assignment is not and shall not be construed as a modification of the terms and conditions of the Northern Agreements other than as specifically set forth herein. All terms and conditions of the Northern Agreements that have not been expressly stated as satisfied or modified by this Assignment shall remain in full force and effect.

7. All of the terms and conditions of this Assignment shall be binding upon, inure to the benefit of, and be otherwise enforceable by the Parties and their respective, legal representatives, successors and assigns. Nothing contained herein shall be construed as requiring the consent of the District for the Assignee to convey or otherwise transfer its interest in the Property.

8. The Parties agree that venue for any legal, administrative or mediation proceedings arising out of, or in any manner relating to this Assignment shall be exclusively in Palm Beach County, Florida. The prevailing party in any such proceedings shall be entitled to an award of its reasonable attorneys' fees and costs.

9. Each of the Parties to this Assignment represent and warrant that it has the full power, legal right, and authority to enter into this Assignment and to do all acts and things as are required or contemplated hereunder to be done, observed, or performed, and that the execution and delivery of this Assignment, the consummation of the transactions contemplated herein, and compliance with the terms, conditions and provisions hereof and any documents executed in connection herewith have been duly authorized by any requisite corporate, partnership or other actions, and will not conflict with or otherwise result, in a breach of any agreement or instruments to which said Party is now a party, or by which the Property identified herein under the Northern Agreements is bound and will not violate any law, rule, or regulation.

10. The Parties represent and warrant to each other that they have not failed to disclose any material fact that would materially impair or adversely affect this Assignment or the Northern Agreements.

11. Each of the Parties acknowledge that it has received, reviewed and has had the opportunity to consult with, and has in fact consulted with the legal counsel of their choice. In so doing, each of the Parties understands the purpose, tenor and effect of this Assignment, and has entered into this Assignment willfully, knowingly and voluntarily.

12. Each of the Parties in executing the Assignment has not relied upon any representation, understanding or agreement that is not expressly provided for herein or otherwise included in the Northern Agreements. None of the Parties to this Assignment, nor their agents, employees and/or representatives, have made any representations to any other Party, its agents, employees and/or representatives, that is not expressly set forth herein or otherwise included in the Northern Agreements. Furthermore, but not in limitation of the foregoing, none of the Parties to this Assignment have made any representations to any other Party, whether written or oral, that relate to, or otherwise affect the consideration, cause or any condition for which this Assignment was entered into, which representations have not been specifically embodied herein or otherwise included in the Northern Agreements.

13. Each Party to this Assignment executes the Assignment as its free and voluntary act, without duress, coercion, or undue influence exerted by or on behalf of a Party, or any other person and/or entity.

14. This Assignment shall be deemed and treated as if drafted together by the Parties, and no term, condition, or provision of this Assignment shall be construed more strictly against a particular Party.

15. If any provision or portion of any provision of this Assignment is determined to be invalid or unenforceable, all other provisions or portions of any of the provisions of this Assignment, as well as documents or instruments executed in connection with this Assignment, shall nevertheless continue in full force and effect provided the overall purpose and intent of this Assignment is not adversely affected in any material manner.

16. The provisions of this Assignment shall not be modified, amended, supplemented, waived, or changed orally, but only in writing making specific reference to this Assignment and signed by all Parties.

17. The Parties hereby agree, upon request, to execute and deliver such further and other documents and instruments and to do all matters and things that may be necessary or expedient, as determined by the requesting Party in its reasonable discretion, to more effectively and completely carry out the purpose and intent of this Assignment.

18. Except as otherwise explicitly provided for herein, nothing contained herein and no actions or failure to act by any one or more of the Parties shall be deemed to be a waiver of any right, privilege, or power each Party has or may have pursuant to this Assignment and applicable law. The failure or delay by a Party to require the performance of any provision of this Assignment shall not affect the right of such Party to exercise any right, power or remedy granted to it under this Assignment or otherwise available to it, or to require another Party to perform such provision. Any waiver or breach of any provision of this Assignment or any documents or instruments contemplated hereby, including specifically the Northern Agreements shall not be construed as a waiver of any continuing or succeeding breach of the applicable provision, a waiver of the provision itself, or a waiver of any right, power, or remedy.

19. This Assignment and the herein identified Northern Agreements may not be conveyed, transferred or assigned without the prior written approval of the District.

20. Time is of the essence with respect to each provision of this Assignment.

21. Unless expressly stated to the contrary, nothing in this Assignment, whether express or implied, is intended to confer any rights or remedies under or by reason of the Assignment on any person or entity other than the Parties and their respective officers, legal representatives and assigns.

22. This Assignment shall be governed by the laws of the State of Florida.

23. This Assignment may be executed in multiple counterparts but all of which together shall constitute one and the same instrument.

24. This Assignment shall be dated and effective once signed by all of the Parties hereto.

[Signatures on the following pages]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be signed, sealed and delivered as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

ASSIGNOR:

YTG PALM BEACH GC, LP, a Delaware limited partnership

By: YTG Florida, LLC, a Delaware limited liability company, its general partner

By: YTG Ventures, LP, a Delaware limited partnership, its sole member

By: YTG Investors, LLC, a Georgia limited liability company, its general partner



Witness #1

Print Name: Virginia Burns



Witness #2

Print Name: William Calhoun

By: 
J. Bradford Smith, Manager

Signed, sealed and delivered in the presence of the following witnesses:

ASSIGNEE:

PB44 FL, LLC, a Florida limited liability company

Virginia Burns

Witness #1

Print Name: Virginia Burns

William Calhoun

Witness #2

Print Name: William Calhoun

By:  _____

Jeb Brees, Authorized Signatory

[SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT, an independent
special district (District)

ATTEST:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Northern Agreements		
01	12-15-2021	Funding Agreement No. 2 between Northern Palm Beach County Improvement District and YTG Palm Beach GC, LP

EXHIBIT "B"

DESCRIPTION OF PROPERTY

Parcel A, Palm Beach Park of Commerce, P.I.P.D. – Plat 25, as recorded in Plat Book _____, Page _____, Public Records of Palm Beach County, Florida.



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: August 24, 2022

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

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

RE: Unit of Development No. 18 – Ibis Golf and Country Club
Consider Award of Contract to Solitude Lake Management
Purchase Order No. 22-862
Significant Lakes Alum Treatment Project

Background

In accordance with the Amended and Restated Maintenance Agreement between Northern and the City of West Palm Beach dated June 11, 2018, a Sediment Inactivation Study was completed by LimnoTech in February 2019. Northern subsequently issued a Purchase Order to LimnoTech to design an Alum Application Project for the 11 lakes which exceeded the specified phosphorus flux rate as determined by the Study. LimnoTech completed their design for the Significant Lakes Alum Treatment Project in 2020, establishing the alum dosing rates, application and procedure. The project includes three applications of Aluminum Sulfate in the 11 specified lakes within the Ibis Water Management System over a period of three Fiscal Years (October 1-September 30).

This project was advertised for public bid on July 3 and July 10, 2022. One bid from Solitude Lake Management was received and opened publicly on August 3, 2022, at Northern's office. The bid from Solitude Lake Management, LLC was verified as \$746,745.76. Based on a review of the qualifications presented in the bid package and subject to the bidder's ability to provide the required payment and performance bonds, we recommend that Solitude Lake Management, LLC be awarded the contract for this project. The submitted Bid Proposal was reviewed by LimnoTech and their recommendation letter is attached.

Fiscal Impact

As outlined in the Amended and Restated Maintenance Agreement, 85% of the total cost of \$746,745.76 or (\$634,733.90) will be reimbursed by the City of West Palm Beach, leaving approximately \$112,011.86 for Northern to fund over the course of the project. Funding for this expenditure is available within the three Northern Fiscal Year budgets of 2022/2023, 2023/2024 & 2024/2025.

Recommendation

The District Engineer recommends Award of Contract for the Significant Lakes Alum Treatment Project and Purchase Order No. 22-862 to Solitude Lake Management, LLC.



7300 Hudson Blvd.
Suite 295
Oakdale, MN 55128
651.330.6038
www.limno.com

August 12, 2022

Kimberly A. Leser, PE
District Engineer
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

RE: PRJ-621-Unit 18 Ibis - Significant Lakes Alum Treatment Project

Dear Ms. Leser,

One sealed bid was received for the PRJ-621-Unit 18 Ibis - Significant Lakes Alum Treatment Project by the bid closing of 11:00 AM Wednesday, August 3, 2022. The bidder was Solitude Lake Management, LLC (Solitude). LimnoTech has reviewed the bid and checked for consistency with the responsible bidder **requirements for this project. The bidder's qualifications** for this type of project have also been received and reviewed.

Our review indicates that Solitude meets the bidder requirements and qualifications for alum application as specified for this project. Solitude personnel assigned to this project are qualified lake management professionals and have successfully completed a minimum of five (5) similar projects. Solitude's bid demonstrates experience utilizing a chemical distribution system that is guided by a satellite guiding system (GPS) and includes computer integrated depth sonar.

Solitude's total bid was \$746,745.76. **After reviewing the bid documents and the contractor's qualifications, we recommend awarding the contract to Solitude.**

Sincerely,
LimnoTech

A handwritten signature in black ink that reads "Hans Holmberg". The signature is written in a cursive, flowing style.

Hans Holmberg, P.E.
Vice President



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

22-862

Purchase Order

Vendor :670

Solitude Lake Mgmt, LLC

a/k/a Lake Masters AWC, Inc.
1320 Brookwood Drive, Ste. H
Little Rock, AR 72202

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 08/11/2022
Required Date 08/21/2022
Prepared By KATHLEEN J. MALONEY-POLLACK
Workflow ID 07
Status Waiting for Board Documents
Description PRJ 621 Unit 18 Ibis Significant Lakes Alum Treatment Project

Change Order 0

Project No
Invoice to Y
follow

Comments : This project was advertised for bids on July 3, 2022 and July 10, 2022. As outlined in the Amended and Restated Maintenance Agreement, 85% of the total cost of \$746,745.76 or (\$634,733.90) will be reimbursed by the City of West Palm Beach leaving approximately \$112,011.86 for Northern to fund over the course of the project. Funding is available within the three Northern Fiscal Year budgets of 2022/2023, 2023/2024 & 2024/2025 for this expenditure.

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	1801	53114	PRJ 621 Unit 18 Ibis Significant Lakes Alum Treatment Project	746,745.76	746,745.76

Total : \$746,745.76

Approval Information

KATHLEEN J. MALO Board 2 08/16/2022 9:36 AM
KATHLEEN E. ROUN Board 08/16/2022 9:31 AM
CLIFFORD D. BEAT Executive Director 08/16/2022 9:01 AM
KATHLEEN E. ROUN Finance Director 08/15/2022 1:50 PM
LAURA L. HAM Budget Manager 08/15/2022 10:45 AM
Kimberly A. Leser District Engineer 08/15/2022 10:17 AM
KATHLEEN J. MALO Requester 08/11/2022 3:58 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.

From: Jason Bloom [<mailto:jbloom@bica.cc>]
Sent: Tuesday, August 16, 2022 9:49 AM
To: Danvers Beatty <Danvers@npbcid.org>
Subject: PGA Gatehouse Project

Hello Dan,

I hope all is well. The community is very excited to have completed the PGA Gatehouse project in July and reopen the new and improved entryway. The response to the new Gatehouse from the BallenIsles Community has been very positive, and our residents are thankful to have such an improved premier entry. We would like to thank you, your team, and the District's Board of Directors for the ongoing support throughout this project.

As the project commenced, there were many challenges to overcome including some unknown conditions that contributed to escalated costs specifically as it related to the drainage between the lakes and the proposed gatehouse location. These challenges were overcome with an addendum to the purchase and sale agreement in the fall of 2021.

As the project continued, the project team closely managed the budget including cost escalations in materials, labor, design, and engineering fees. Value engineering was performed throughout the project to keep costs down as much as possible and as costs rose in some areas adjustments were made in others to reduce overall project cost. Unfortunately, despite best efforts, several items contributed to exceeding the amount outlined in the purchase and sale agreement by \$49,952. The majority of this was driven by material cost escalations in lumber and asphalt, civil engineering requirements, and substantial scope changes to the landscaping required by Seacoast to satisfy their inspection requirements. The costs from when the project originally commenced and budgets were developed in the Fall of 2020 to the completion in July of 2022 were substantial in many areas due to inflation and the extraordinary demand for construction services in South Florida.

Although, as previously mentioned, the costs were continually managed, the final costs ended approximately 2% higher than the Purchase and Sale Agreement price or \$49,952. The Association is requesting the District please consider a final amendment to the Purchase and Sale Agreement given the unique circumstances encountered over the 2-year project timeline including unprecedented inflationary pressures, unforeseen changes required by Seacoast, and the enhanced civil engineering services required to complete the project.

Thank you for your consideration and please do not hesitate to reach out at any point to discuss.

Kindest Regards,



Jason Bloom

General Manager | COO
BallenIsles Community Association
Office: [\(561\) 625-5724](tel:(561)625-5724)
Fax: [\(561\) 625-2621](tel:(561)625-2621)
jbloom@bica.cc
www.BallenIslesCommunity.com



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

EXECUTIVE SUMMARY

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

DATE: August 24, 2022

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

RE: Unit of Development No. 49 – Northern Palm Beach County Business Park
Consider Acceptance of Special Warranty Deed

Background

Congress Avenue Properties, Ltd., a Florida limited partnership, owns two Water Management Tracts totaling 9.45 acres within the Northern Palm Beach County Business Park (Unit No. 49). The lake portions of the two Tracts are encumbered by Water Management Easements dedicated to Northern and contain water management facilities that Northern maintains. The owner has no use for the Tracts and wishes to convey them to Northern by Special Warranty Deed which will result in Northern obtaining fee title ownership of the Tracts. The owner has satisfied Northern's standard conveyance conditions precedent requirements and has provided the subject Special Warranty Deed to Northern for acceptance.

Fiscal Impact

None of a substantive or material nature.

Recommendation

Northern Staff and General Counsel recommend that the Board approve and accept the Special Warranty Deed for the tracts.

Prepared by and return to:
Jack B. Owen, Jr., Esquire
Owen Law
4500 PGA Blvd., Suite 200
Palm Beach Gardens, Florida 33418

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED

This Special Warranty Deed is made the 25th day of July, 2022, by **Congress Avenue Properties, Ltd., a Florida limited partnership**, successor by merger to Congress Avenue Properties, LLC, a Florida limited liability company, whose address is , Suite 1003, Palm Beach Gardens, Florida, 33410, grantor, to **Northern Palm Beach County Improvement District, an independent special district of the State of Florida**, whose street address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, grantee:

(Wherever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations trusts and trustees)

Witnesseth, that the grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's successors and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Tracts D1, Congress Business Park – Plat No. 2, a P.U.D., according to the Map or Plat thereof, recorded in Plat Book 120, Page 127 through 129, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 36-43-42-19-26-004-0000

Together with:

Tract E, Congress Business Park, a P.U.D., according to the Map or Plat thereof as recorded in Plat Book 119, Page 35, Public Records of Palm Beach County.

Parcel Identification Number: 36-43-42-19-25-005-0000

Together with all of the improvements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

Subject to all restrictions, reservations, easements, and other matters of record, if any, provided that this shall not serve to reimpose the same; zoning, restrictions, and prohibitions imposed by governmental entities and authorities; and real estate taxes and assessments for the current year, for the period of time after the date of this deed, and for subsequent years.

To Have and To Hold, the same in fee simple forever.

And as to claims by, through or under grantor, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that said land is free from all encumbrances except as provided herein; and subject to the matters referred

to herein, the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the grantor.

In Witness Whereof, the grantor has caused this deed to be duly executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

**CONGRESS AVENUE PROPERTIES, LTD.,
a Florida limited partnership**

Phillip Brandt
Print Name: Phillip Brandt

By: Perpetuities Trust Holdings, LLC
General Partner

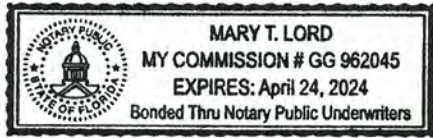
Jennifer Wixon
Print Name: Jennifer Wixon

By: Judith Galui
Judith Galui, Manager

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of **July, 2022** by **Judith Galui, as Manager of Perpetuities Trust Holdings, LLC, the general partner of Congress Avenue Properties, Ltd., a Florida limited partnership.** She is personally known to me or has produced _____ as identification and who did (did not) take an oath.

[Notary Seal]



Mary T. Lord
Notary Public
Printed Name: Mary T. Lord
My Commission Expires: 4-24-2024

ATTEST:

ACCEPTED BY:

By: _____
Assistant Secretary

**Northern Palm Beach County
Improvement District**

[District Seal]

By: _____
Printed Name: _____
Title: _____
Date: _____

UNIT NO. 53 – ARDEN

STATUS REPORT

RESOLUTION NO. 2022-05

RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT APPROVING AND ADOPTING ITS 2022/2023 ANNUAL BUDGET; LEVYING ITS 2022/2023 NON-AD VALOREM ASSESSMENTS; ADOPTING THE 2022/2023 NON-AD VALOREM ASSESSMENT ROLL AND APPOINTING AUTHORIZED REPRESENTATIVES OF THE DISTRICT TO CERTIFY THE 2022/2023 NON-AD VALOREM ASSESSMENT ROLL AS HEREIN ADOPTED.

WHEREAS, Northern Palm Beach County Improvement District is an independent special district of the State of Florida duly organized and operating pursuant to Chapter 2000-467, Laws of Florida, as amended, and applicable provisions of Chapter 298, Florida Statutes (together the “Act”); and

WHEREAS, the Board of Supervisors of Northern Palm Beach County Improvement District is required to annually adopt a budget by resolution; and

WHEREAS, Northern Palm Beach County Improvement District is obligated to annually levy non-ad valorem assessments on certain real property located within the District’s jurisdictional boundaries; and

WHEREAS, Northern Palm Beach County Improvement District has previously elected to use Section 197.3632, Florida Statutes, for the collection of its levied non-ad valorem assessments; and

WHEREAS, Northern Palm Beach County Improvement District is required to adopt a 2022/2023 non-ad valorem assessment roll and appoint one or more authorized representatives of the District to certify said non-ad valorem assessment roll to the Tax Collector of Palm Beach County, Florida; and

WHEREAS, the Board of Supervisors advertised a Notice of Public Hearing for the Public Hearing that was held on today’s date for the purpose of receiving public comment on Northern’s proposed 2022/2023 Budget and the 2022/2023 Non-Ad Valorem Assessment Roll for Northern’s Units of Development, following which the adoption of Northern’s 2022/2023 Budget and 2022/2023 Non-Ad Valorem Assessment Roll shall be considered.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District, as follows:

1. The Northern Palm Beach County Improvement District’s proposed annual 2022/2023 budget, a true and correct copy of which is attached hereto and identified as Exhibit “A”, is hereby adopted as Northern’s budget for its fiscal year 2022/2023, except that said budget may to be modified or adjusted if the real property roll, as provided by the Property Appraiser’s

office and upon which said budget was calculated, is changed or it is subsequently determined that it must be modified to properly reflect Northern's intended budget for 2022/2023.

2. Subject to any modifications or adjustments permitted or required under the Constitution or Laws of the State of Florida and/or as a result of a change in the real property roll provided by the Property Appraiser's office, the following is hereby adopted and approved, namely:

(A) The levy and assessment of the Northern Palm Beach County Improvement District 2022/2023 non-ad valorem assessments as are set forth in attached Exhibit "B".

(B) The Northern Palm Beach County Improvement District's 2022/2023 non-ad valorem assessment roll, as presented.

3. The President, Treasurer and/or Executive Director of Northern Palm Beach County Improvement District are each hereby designated and appointed to act individually as the authorized designee of Northern for the purpose of certifying Northern's 2022/2023 non-ad valorem assessment roll to the Tax Collector of Palm Beach, Florida.

4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

5. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED this 24th day of August, 2022.

[DISTRICT SEAL]

ATTEST:

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

By: _____
Assistant Secretary

By: _____
Print: _____
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: August 24, 2022

FROM: Katie Roundtree, Director of Finance & Administration

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

RE: Unit of Development Nos. 9B – Abacoa II & 43 – Mirasol
Consider Approval of Grant Agreements (2)
Florida Department of Environmental Protection (DEP)
Florida Recreation Development Assistance Program (FRDAP)

Background

As discussed last month, Northern's grant writer submitted applications for the Florida DEP FRDAP grants for projects in Units of Development No. 9B, Abacoa II and 43, Mirasol. Staff was notified in July 2022 that the projects have been approved.

Unit of Development No. 9B – Abacoa II was awarded up to \$50,000 with no required match from Northern for new fence repair work or recently repaired fence work and associated landscaping.

Unit of Development No. 43 - Mirasol was awarded up to \$300,000 for the boardwalk replacement and up to \$100,000 for landscaping within the project. It is a 50/50 match, with the State reimbursing for 50% of the cost of the project.

The next step in the process is approval of the Grant Agreements. The agreements set forth the specific requirements for each project as well as the method to submit for reimbursement.

Fiscal Impact

The FY 2022/2023 Budget includes funds for the Unit 9B Abacoa II Preserve Fencing Project. Funds for the Unit 43 Mirasol Boardwalk Project were budgeted in a prior fiscal year. Grant funds received for these projects will benefit future projects within these Units since the grants were not anticipated when the budget was approved.

Recommendation

Northern Staff is recommending approval of the Grant Agreements with the Florida Department of Environmental Protection for the Florida Recreation Development Assistance Program.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

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

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

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

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

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

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

Project Description: **Renovation of nature trails and new landscaping.**

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

<p>6. Department's Grant Manager Name: Tamika Bass or successor Address: 3900 Commonwealth Blvd. MS #585 Tallahassee, FL 32399 Phone: 850-245-2501 Email: tamika.bass@floridadep.gov</p>	<p>Grantee's Grant Manager Name: Ms. Katie Roundtree or successor Address: 359 Hiatt Drive Palm Beach Gardens, FL 33418 Phone: 561-624-7830 Email: katie@npbcid.org</p>
--	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

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

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

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

Northern Palm Beach County Improvement District

GRANTEE

Grantee Name

By _____
(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee

Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

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

8. Payment.

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

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

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

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

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

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

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

13. Termination.

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

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

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

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

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

23. Compliance with Federal, State and Local Laws.

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

24. Scrutinized Companies.

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

25. Lobbying and Integrity.

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

26. Record Keeping.

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

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

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

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

28. Conflict of Interest.

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

29. Independent Contractor.

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

30. Subcontracting.

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

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

31. Guarantee of Parent Company.

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

32. Survival.

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

33. Third Parties.

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

34. Severability.

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

35. Grantee's Employees, Subcontractors and Agents.

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

36. Assignment.

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

37. Compensation Report.

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

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

38. Execution in Counterparts and Authority to Sign.

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

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

ATTACHMENT 2

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

1. Scope of Work.

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

2. Duration.

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

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is not permitted under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Additional Terms.

None.

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

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

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

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

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

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

Retroactive Project.

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

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

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

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

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

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

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
--	--	--	--

Project Task Performance Standard: The Department’s Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

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

Endnotes:

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. Public Records.

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

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

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

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

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

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

Total Award	\$50,000.00	
--------------------	--------------------	--

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

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

¹ Subject to change by Change Order.

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

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

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

2. Notice to Commence.

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

3. Site Plans.

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

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

4. Project Completion.

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

5. Project Completion Certification.

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

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

a. Reimbursement for Costs.

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

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

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

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
- Status Reports.**
- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

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

11. Management of Project Sites.

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

12. Procurement Requirements for Grantee.

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

13. Signage.

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

14. Termination and Ineligibility.

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

15. Conversion.

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



Florida Department of Environmental Protection

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

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

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

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$ 0.00	\$ 0.00

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

Project Administrator

Date

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

Project Financial Officer

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

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

1. Project Title (Project): Mirasol Boardwalk Agreement Number: A3044

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

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

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

4. Project Number: A23044 Project Location(s): Jog Road and PGA Boulevard, Palm Beach Gardens, FL 33418
(If different from Agreement Number)

Project Description: Renovation of nature trails and landscaping.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$200,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item No. 1754, GAA, FY 2022-2022	\$200,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$200,000.00
Total Amount of Funding + Grantee Match, if any:			\$400,000.00

<p>6. Department's Grant Manager Name: <u>Tamika Bass</u> or successor</p> <p>Address: <u>3900 Commonwealth Blvd.</u> <u>MS #585</u> <u>Tallahassee, FL 32399</u></p> <p>Phone: <u>850-245-2501</u></p> <p>Email: <u>tamika.bass@floridadep.gov</u></p>	<p>Grantee's Grant Manager Name: <u>Ms. Katie Roundtree</u> or successor</p> <p>Address: <u>359 Hiatt Drive</u> <u>Palm Beach Gardens, FL 33418</u></p> <p>Phone: <u>561-624-7830</u></p> <p>Email: <u>katie@npbcid.org</u></p>
---	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

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

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

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

Northern Palm Beach County Improvement District

GRANTEE

Grantee Name

By _____

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____

Secretary or Designee

Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

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

8. Payment.

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

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

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

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

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

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

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

13. Termination.

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

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

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

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

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

23. Compliance with Federal, State and Local Laws.

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

24. Scrutinized Companies.

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

25. Lobbying and Integrity.

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

26. Record Keeping.

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

27. Audits.

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

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

28. Conflict of Interest.

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

29. Independent Contractor.

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

30. Subcontracting.

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

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

31. Guarantee of Parent Company.

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

32. Survival.

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

33. Third Parties.

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

34. Severability.

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

35. Grantee's Employees, Subcontractors and Agents.

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

36. Assignment.

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

37. Compensation Report.

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

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

38. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A3044**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is Mirasol Boardwalk. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

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

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$200,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2022 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is not permitted under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Additional Terms.

None.

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

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

Project Name: Mirasol Boardwalk
Grantee Name: Northern Palm Beach County Improvement District
FRDAP Project # A23044

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

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

The Project is located at Jog Road and PGA Boulevard, Palm Beach Gardens, FL 33418 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

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

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

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

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below.

The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000.00
Required Grantee Match Amount:	\$200,000.00
Total Estimated Project Cost:	\$400,000.00
Match Ratio:	50%

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

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
--	--	--	--

Project Task Performance Standard: The Department’s Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

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

Endnotes:

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. Public Records.

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

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

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

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

Attachment 5, Exhibit 1

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1754 Fixed Capital Outlay Florida Recreation Development Assistance Grants from Land Acquisition Trust Fund	2022-2023	37.017	Florida Recreation Development Assistance Program	\$200,000.00	140002

Total Award	\$200,000.00	
--------------------	---------------------	--

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

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

¹ Subject to change by Change Order.

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

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

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

2. Notice to Commence.

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

3. Site Plans.

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

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

4. Project Completion.

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

5. Project Completion Certification.

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

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

a. Reimbursement for Costs.

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

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

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

- i. Pre-Agreement Expenses. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
- Status Reports.**
- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
- 10. Site Dedication.**
- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

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

11. Management of Project Sites.

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

12. Procurement Requirements for Grantee.

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

13. Signage.

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

14. Termination and Ineligibility.

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

15. Conversion.

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



Florida Department of Environmental Protection

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

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

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

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed



Florida Department of Environmental Protection

**EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

Required Signatures: **Adobe Signature**

Date: _____

Grantee

Project Name and Number

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

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

Project Administrator

Date

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

Project Financial Officer

Date



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: August 24, 2022

FROM: Susan P. Scheff, District Clerk

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

RE: Public and Community Relations Board Report

Community Relations

- Northern Staff attended the following meetings on behalf of the District:

Leadership Palm Beach County
- Northern Staff met with representatives of the following Units to discuss projects and provide information:

Unit No. 2	Frenchman's Creek
Unit No. 3	Horseshoe Acres/Square Lake
Unit No. 4	West of Villages of Palm Beach Lakes
Unit Nos. 9A	Abacoa I
Unit No. 11	PGA National
Unit No. 15	Villages of Palm Beach Lakes
Unit No. 18	Ibis Golf & Country Club
Unit No. 20	Juno Isles
Unit No. 21	Old Marsh
Unit No. 24	Ironhorse
Unit No. 29	North Fork Development
Unit No. 31	BallenIsles Country Club
Unit No. 33	Cypress Cove
Unit No. 45	Paseos
Unit No. 53	Arden
- Katie Roundtree attended various Leadership Palm Beach County Committee Meetings held virtually throughout the month.

Training

1. Laura Ham participated in a Quality Assurance, Auditing & Security Interactive Self Study, entitled “Ethics for Accountants FL”, sponsored by Beacon Hill on August 10.
2. Laura Ham participated in a webinar entitled, “Internal Control and Fraud Prevention”, sponsored by the Florida Government Finance Officers Association on August 18.
3. Laura Ham participated in a State/Provincial Forum webinar sponsored by the Government Finance Officers Association on August 18.

Media

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

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

NORTHERN NOTES

by Katie Roundtree, Director of Finance and Administration
Northern Palm Beach County Improvement District

Algae in the waterways and how you can minimize its growth



The term "algae" is generally used to refer to a wide variety of different and dissimilar photosynthetic organisms, generally microscopic. Depending on the species, algae can inhabit fresh or salt water. In modern taxonomic systems, algae are usually assigned to one of six divisions. The misnamed blue-green algae are often grouped with algae because of the chloroplasts contained within the cells. However, these organisms are actually photosynthetic bacteria assigned to the group cyanobacteria.

Fresh-water algae, also called phytoplankton, vary in shape and color, and are found in a large range of habitats, such as ponds, lakes, reservoirs, and streams. They are a natural and essential part of the ecosystem. In these habitats, the phytoplankton are the base of the aquatic food chain. Small fresh-water crustaceans and other small animals consume the phytoplankton and in turn are consumed by larger animals.

Under certain conditions, several species of true algae as well as the cyanobacteria are capable of causing various nuisance effects in fresh water, such as excessive accumulations of foams, scums, and discoloration of the water. When the numbers of algae in a lake or a river increase explosively, an algal "bloom" is the result. Lakes, ponds, and slow-moving canals are most susceptible to blooms.

Algal blooms are natural occurrences, and may occur with regularity (e.g., every summer), depending on weather and water conditions. The likelihood of a bloom depends on local

conditions and characteristics of the particular body of water. Blooms generally occur where there are high levels of nutrients present, together with the occurrence of warm, sunny, calm conditions. However, human activity often can trigger or accelerate algal blooms. Natural sources of nutrients such as phosphorus or nitrogen compounds can be supplemented by a variety of human activities. For example, in rural areas, agricultural runoff from fields can wash fertilizers into the water. In urban areas, nutrient sources can stormwater runoff that carries pollutants such as lawn fertilizers.

Algae growth depends on weather patterns, temperature, and nutrients in the water. While blooms happen naturally, an imbalance of phosphorus and nitrogen, in particular, can accelerate an algal bloom's growth significantly. Pollutants from construction runoff, fertilized yards and golf courses, road wash, stormwater runoff, pet waste, and decomposing leaves, grass clippings, and other organic materials also contribute to nutrient imbalances in the water.

Higher temperatures and increased sunlight in summer months also can encourage algae blooms, as does standing water, which is warmer than circulating water and can act like an incubator—another significant influence.

Algae doesn't necessarily mean poor water quality, but it can be a problem. So, what's the key to reducing algae on your lake? The most effective thing to do is reduce the number of algae-feeding nutrients, especially phosphorus, that make it into the water. Here are some tips to keep your lake in tip-top shape.

Be careful with fertilizer

Sure, you want a nice green lawn and healthy plants — but that fertilizer you spread in your garden also encourages algae to bloom. It's best to avoid fertilizer altogether if you're close to a water source — plant native plants instead, which are well-adapted to the environment and don't require special maintenance. Implement landscaping strategies, like xeriscaping, that increase groundwater filtration before water enters the pond or lake.

If you must fertilize, try and find a phosphorus-free product, and reduce nutrient rich run-off by applying it when there's no rain in the forecast.

And don't think natural fertilizer like manure or compost is any better than a chemical version, anything that's going to make your garden plants grow is going to make algae grow as well, it's best to avoid fertilizers generally.

Properly dispose of organic materials

Following yard work, leaves, grass and other debris should be bagged and removed from the property to prevent them from accumulating and decaying in the waterbody. When organic materials are allowed to decompose in freshwater resources, they release undesirable nutrients that are responsible for fueling nuisance plant and algae growth. Ask your lawn-care company to remove grass clippings and leaves to prevent decomposition in or around ponds and lakes.

Pick up and dispose of pet waste, a common source of excess nutrients and bacteria. Don't throw pet waste bags into lakes and canals. They will eventually break down and release those toxins into the waterway.

NPDES tip: Do not burn any trash in your yards, and don't dump any debris into lakes and canals.

**Northern Palm Beach County Improvement District
Investment Summary
July 31, 2022**

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)	\$ 14,806,530	\$ 13,193,449	\$ 13,609,333	20.8%	0.00%	0.00%	0.00%
Alt Ckg (TD Bank)	\$ 4,992,185	\$ 4,990,489	\$ 4,984,068	7.0%	0.40%	0.40%	0.15%
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)	\$ 4,006,385	\$ 4,002,972	\$ 4,000,573	5.6%	1.51%	0.99%	0.03%
Dreyfus Pfd MM (DR194)	\$ 9,017,090	\$ 9,008,012	\$ 9,002,187	12.6%	1.62%	1.06%	0.05%
Dreyfus Trsy Agy (DR521)	\$ 4,005,878	\$ 4,002,584	\$ 4,000,573	5.6%	1.52%	0.96%	0.01%
JP Morgan USTrsy (J3918)	\$ 8,011,610	\$ 8,005,372	\$ 8,000,502	11.2%	1.37%	0.91%	0.01%
Total Pooled Cash	\$ 44,839,677	\$ 43,202,879	\$ 43,597,236				
Bond Trust Accounts (held with Bank Of New York Mellon):							
Debt Service Funds	\$ 9,909,506	\$ 9,881,305	\$ 10,947,888	13.9%	0.00%	0.00%	0.00%
Reserve Funds	\$ 10,381,804	\$ 10,375,078	\$ 11,956,536	14.6%	0.00% - 0.25%	0.00% - 0.25%	0.00% - 1.92%
Project Funds	\$ 6,216,512	\$ 6,242,622	\$ 14,162,506	8.7%	0.00%	0.00%	0.00%
Total Trust Monies	\$ 26,507,822	\$ 26,499,005	\$ 37,066,930				
GRAND TOTAL	\$ 71,347,500	\$ 69,701,884	\$ 80,664,166				

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 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	132,456	131,898	558
Intergovernmental revenues	0	0	0
Investment income	511	0	511
Miscellaneous	2,590	0	2,590
Total Revenues:	135,557	131,898	3,659
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	668	784	116
CHEMICAL WEED CONTROL	10,848	14,464	3,616
MOWING SERVICES	20,498	29,547	9,049
TRASH DISPOSAL	850	1,000	150
LANDSCAPE MAINTENANCE	413	595	182
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	2,950	10,000	7,050
REPAIR & MAINT - GENERAL	834	2,500	1,666
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	500	500
REPAIR & MAINT- RTU GATES	0	500	500
Other	567	561	(6)
Total Physical Environment	37,627	66,451	28,824
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	9,300	10,000	700
Other	1,530	2,776	1,246
Total Capital outlay	10,830	12,776	1,946
Total Expenditures:	48,458	79,227	30,769
Excess (deficiency) of revenues over expenditures	87,099	52,671	34,428
Other financing sources (uses):			
Transfers out	(37,045)	(62,671)	25,626
Total Other financing sources (uses):	(37,045)	(62,671)	25,626
Net change in fund balance	50,054	(10,000)	60,054
Fund balances, beginning of year	195,369	0	195,369
Total Fund balances, beginning of year	195,369	0	195,369
Fund balance, end of period	245,423	(10,000)	255,423

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	327,365	327,053	312
Intergovernmental revenues	0	0	0
Investment income	995	0	995
Miscellaneous	2,480	0	2,480
Total Revenues:	<u>330,840</u>	<u>327,053</u>	<u>3,787</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	1,973	0	(1,973)
ENVIRONMENTAL LIASON	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,647	1,934	287
CHEMICAL WEED CONTROL	13,391	17,855	4,464
MOWING SERVICES	8,103	11,680	3,577
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	0	0	0
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	12,999	31,233	18,234
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	4,700	2,500	(2,200)
REPAIR & MAINT - GENERAL	129	4,500	4,371
REPAIR & MAINT-TELEMETRY	4	17,000	16,996
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE	0	500	500
R&M- Aerator refurbishments	5,236	6,250	1,014
REPAIR & MAINT- RTU GATES	0	500	500
Other	20,293	19,223	(1,070)
Total Physical Environment	<u>68,474</u>	<u>134,425</u>	<u>65,951</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	6,000	6,000
Other	6,454	11,713	5,259
Total Capital outlay	<u>6,454</u>	<u>17,713</u>	<u>11,259</u>
Total Expenditures:	<u>74,928</u>	<u>152,138</u>	<u>77,210</u>
Excess (deficiency) of revenues over expenditures	<u>255,912</u>	<u>174,915</u>	<u>80,997</u>
Other financing sources (uses):			
Transfers out	(111,533)	(191,915)	80,382
Total Other financing sources (uses):	<u>(111,533)</u>	<u>(191,915)</u>	<u>80,382</u>
Net change in fund balance	144,379	(17,000)	161,379
Fund balances, beginning of year	<u>327,033</u>	<u>0</u>	<u>327,033</u>
Total Fund balances, beginning of year	<u>327,033</u>	<u>0</u>	<u>327,033</u>
Fund balance, end of period	<u>471,412</u>	<u>(17,000)</u>	<u>488,412</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

Current Year Actual	Total Budget - Original	Total Budget Variance - Original
---------------------	----------------------------	-------------------------------------

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2A
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	113,809	113,680	129
Intergovernmental revenues	6,490	0	6,490
Investment income	626	0	626
Miscellaneous	500	0	500
Total Revenues:	121,425	113,680	7,745
Expenditures:			
Physical Environment			
ENGINEERING FEES	2,828	500	(2,328)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	24,505	500	(24,005)
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	107	215	108
AUDITORS SERVICES	923	1,084	161
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	1,744	2,514	770
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	210	3,000	2,790
REPAIR & MAINT-TELEMETRY	347	10,000	9,653
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	1,500	1,500
REPAIR & MAINT - GATE	170	1,200	1,030
REPAIR & MAINT- RTU GATES	250	4,500	4,250
Other	2,660	2,684	24
Total Physical Environment	33,744	32,947	(797)
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	33,744	32,947	(797)
Excess (deficiency) of revenues over expenditures	87,681	80,733	6,948
Other financing sources (uses):			
Transfers out	(55,405)	(80,733)	25,328
Total Other financing sources (uses):	(55,405)	(80,733)	25,328
Net change in fund balance	32,276	0	32,276
Fund balances, beginning of year	288,375	0	288,375
Total Fund balances, beginning of year	288,375	0	288,375
Fund balance, end of period	320,651	0	320,651

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2C
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	219,715	219,657	58
Intergovernmental revenues	0	0	0
Investment income	828	0	828
Miscellaneous	<u>12,242</u>	<u>0</u>	<u>12,242</u>
Total Revenues:	<u>232,785</u>	<u>219,657</u>	<u>13,128</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	225	5,000	4,775
ENGINEERING-PERMITS	1,890	0	(1,890)
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	214	430	216
AUDITORS SERVICES	1,256	1,475	219
CHEMICAL WEED CONTROL	1,155	1,540	385
TRASH DISPOSAL	0	1,000	1,000
PRESERVE/EXOTIC MAINT	45,663	89,250	43,587
REPAIR & MAINT-AERATORS	0	12,500	12,500
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMTRY	0	5,000	5,000
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	3,500	3,500
R&M- Aerator refurbishments	0	0	0
Other	<u>4,720</u>	<u>3,931</u>	<u>(789)</u>
Total Physical Environment	<u>55,123</u>	<u>144,126</u>	<u>89,003</u>
Capital outlay			
MACHINERY & EQUIPMENT	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>55,123</u>	<u>144,126</u>	<u>89,003</u>
Excess (deficiency) of revenues over expenditures	<u>177,662</u>	<u>75,531</u>	<u>102,131</u>
Other financing sources (uses):			
Transfers out	<u>(56,559)</u>	<u>(55,531)</u>	<u>(1,028)</u>
Total Other financing sources (uses):	<u>(56,559)</u>	<u>(55,531)</u>	<u>(1,028)</u>
Net change in fund balance	121,103	20,000	101,103
Fund balances, beginning of year	<u>316,218</u>	<u>0</u>	<u>316,218</u>
Total Fund balances, beginning of year	<u>316,218</u>	<u>0</u>	<u>316,218</u>
Fund balance, end of period	<u>437,321</u>	<u>20,000</u>	<u>417,321</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	355,265	361,565	(6,300)
Intergovernmental revenues	0	0	0
Investment income	1,097	0	1,097
Miscellaneous	7,711	0	7,711
Total Revenues:	364,073	361,565	2,508
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	1,000	1,000
LEGAL SERVICES	692	1,000	309
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,172	1,376	204
CHEMICAL WEED CONTROL	19,950	28,756	8,806
MOWING SERVICES	27,402	41,298	13,896
TRASH DISPOSAL	750	2,500	1,750
LANDSCAPE MAINTENANCE	551	794	243
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	5,040	5,040
REPAIR & MAINT-AERATORS	0	7,332	7,332
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	88,055	105,560	17,505
REPAIR & MAINT - GENERAL	129	350	221
REPAIR & MAINT-TELEMETRY	16	19,000	18,984
REPAIR & MAINT-CULVERTS	0	3,500	3,500
REPAIR & MAINT - GATE	0	500	500
REPAIR & MAINT- RTU GATES	0	1,000	1,000
Other	4,059	7,707	3,648
Total Physical Environment	142,774	227,713	84,939
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	11,700	12,000	300
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	6,780	45,000	38,220
Other	2,043	6,254	4,211
Total Capital outlay	20,523	63,254	42,731
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	163,297	290,967	127,670
Excess (deficiency) of revenues over expenditures	200,776	70,598	130,178
Other financing sources (uses):			
Transfers out	(78,111)	(120,598)	42,487
Capital contributions from landowners	8,100	0	8,100
Total Other financing sources (uses):	(70,011)	(120,598)	50,587
Net change in fund balance	130,764	(50,000)	180,764
Fund balances, beginning of year	338,248	0	338,248

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	338,248	0	338,248
Fund balance, end of period	469,013	(50,000)	519,013

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3A
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	163,691	163,646	45
Intergovernmental revenues	0	0	0
Investment income	730	0	730
Miscellaneous	2,419	0	2,419
Total Revenues:	166,840	163,646	3,194
Expenditures:			
Physical Environment			
ENGINEERING FEES	14,000	29,000	15,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,073	500	(1,573)
FINANCIAL CONS./ADVISOR	107	215	108
IT Services	0	0	0
AUDITORS SERVICES	1,143	1,342	199
CHEMICAL WEED CONTROL	5,739	8,273	2,534
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	12,293	27,174	14,881
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	1,500	23,000	21,500
REPAIR & MAINT-CULVERTS	0	3,500	3,500
REPAIR & MAINT - GATE	0	0	0
Repairs & Maint - Catch Basins	12,365	45,000	32,635
R&M- Aerator refurbishments	10,749	12,500	1,751
REPAIR & MAINT- STREET SWEEP	13,339	16,650	3,311
Other	22,215	27,647	5,432
Total Physical Environment	95,522	198,051	102,529
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	95,522	198,051	102,529
Excess (deficiency) of revenues over expenditures	71,318	(34,405)	105,723
Other financing sources (uses):			
Transfers out	(45,690)	(65,595)	19,905
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(45,690)	(65,595)	19,905
Net change in fund balance	25,629	(100,000)	125,629
Fund balances, beginning of year	339,331	0	339,331
Total Fund balances, beginning of year	339,331	0	339,331
Fund balance, end of period	364,960	(100,000)	464,960

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 4
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	549,110	548,647	463
Intergovernmental revenues	0	0	0
Investment income	2,048	0	2,048
Miscellaneous	3,275	0	3,275
Total Revenues:	<u>554,432</u>	<u>548,647</u>	<u>5,785</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	2,695	0	(2,695)
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,871	2,197	326
CHEMICAL WEED CONTROL	12,082	17,415	5,333
MOWING SERVICES	13,955	20,116	6,161
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	1,147	1,654	507
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	25,805	68,053	42,248
REPAIR & MAINT-CANAL/LAKE	3,200	4,500	1,300
REPAIR & MAINT - GENERAL	134	10,000	9,866
REPAIR & MAINT-TELEMETRY	8	7,500	7,492
REPAIR & MAINT-CULVERTS	82,755	300,000	217,245
REPAIR & MAINT - GATE	850	500	(350)
R&M- Aerator refurbishments	10,472	12,500	2,028
REPAIR & MAINT- RTU GATES	0	1,500	1,500
Other	40,902	50,670	9,768
Total Physical Environment	<u>195,876</u>	<u>497,855</u>	<u>301,979</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	6,400	0	(6,400)
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	58,500	58,500
Other	6,435	11,228	4,793
Total Capital outlay	<u>12,835</u>	<u>69,728</u>	<u>56,893</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>208,711</u>	<u>567,583</u>	<u>358,872</u>
Excess (deficiency) of revenues over expenditures	<u>345,721</u>	<u>(18,936)</u>	<u>364,657</u>
Other financing sources (uses):			
Transfers out	(114,474)	(181,064)	66,590
Total Other financing sources (uses):	<u>(114,474)</u>	<u>(181,064)</u>	<u>66,590</u>
Net change in fund balance	231,247	(200,000)	431,247
Fund balances, beginning of year	569,235	0	569,235
Total Fund balances, beginning of year	<u>569,235</u>	<u>0</u>	<u>569,235</u>

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 4
 From 10/1/2021 Through 7/31/2022
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	800,481	(200,000)	1,000,481

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	282,331	282,161	170
Intergovernmental revenues	0	0	0
Investment income	1,291	0	1,291
Miscellaneous	7,410	0	7,410
Total Revenues:	<u>291,031</u>	<u>282,161</u>	<u>8,870</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	2,973	3,648	676
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	3,500	0	(3,500)
AUDITORS SERVICES	993	1,166	173
CHEMICAL WEED CONTROL	7,331	9,774	2,443
MOWING SERVICES	8,553	12,329	3,776
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	3,500	3,500
REPAIR & MAINT - GATE	0	500	500
Other	2,772	2,790	18
Total Physical Environment	<u>26,121</u>	<u>42,457</u>	<u>16,336</u>
Capital outlay	17,952	10,407	(7,545)
Principal	0	119,257	119,257
Interest	0	75,000	75,000
Total Expenditures:	<u>44,072</u>	<u>247,121</u>	<u>203,049</u>
Excess (deficiency) of revenues over expenditures	<u>246,958</u>	<u>35,040</u>	<u>211,918</u>
Other financing sources (uses):			
Transfers out	(61,839)	(91,040)	29,201
Total Other financing sources (uses):	<u>(61,839)</u>	<u>(91,040)</u>	<u>29,201</u>
Net change in fund balance	185,120	(56,000)	241,120
Fund balances, beginning of year	<u>476,686</u>	<u>0</u>	<u>476,686</u>
Total Fund balances, beginning of year	<u>476,686</u>	<u>0</u>	<u>476,686</u>
Fund balance, end of period	<u>661,806</u>	<u>(56,000)</u>	<u>717,806</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5A
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	273,402	273,403	(1)
Intergovernmental revenues	0	0	0
Investment income	2,404	0	2,404
Miscellaneous	939	0	939
Total Revenues:	276,744	273,403	3,341
Expenditures:			
Physical Environment			
ENGINEERING FEES	9,608	14,400	4,793
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	5,506	500	(5,006)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,109	1,303	194
MARSH MAINT-LITTORAL ZONE	6,422	16,422	10,000
CHEMICAL WEED CONTROL	26,006	34,675	8,669
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	8,229	37,000	28,771
REPAIR & MAINT-CULVERTS	144,290	5,000	(139,290)
REPAIR & MAINT - GATE	0	0	0
Repairs & Maint - Catch Basins	0	10,000	10,000
Other	12,002	15,708	3,706
Total Physical Environment	213,171	138,508	(74,663)
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
Other	1,125	875	(250)
Total Capital outlay	1,125	875	(250)
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	214,296	139,383	(74,913)
Excess (deficiency) of revenues over expenditures	62,448	134,020	(71,572)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(101,247)	(134,020)	32,773
Capital contributions from landowners	3,500	0	3,500
Total Other financing sources (uses):	(97,747)	(134,020)	36,273
Net change in fund balance	(35,299)	0	(35,299)
Fund balances, beginning of year	1,265,019	0	1,265,019
Total Fund balances, beginning of year	1,265,019	0	1,265,019

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 5A
 From 10/1/2021 Through 7/31/2022
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	1,229,720	0	1,229,720

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5B
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	95,509	95,471	38
Intergovernmental revenues	0	0	0
Investment income	401	0	401
Miscellaneous	0	0	0
Total Revenues:	<u>95,910</u>	<u>95,471</u>	<u>439</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
LEGAL SERVICES	0	500	500
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	107	215	108
AUDITORS SERVICES	632	742	110
LANDSCAPE MAINTENANCE	1,989	2,866	877
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	1,455	10,332	8,877
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	375	10,000	9,625
REPAIR & MAINT - GENERAL	62	750	688
REPAIR & MAINT-TELEMETRY	2,086	14,000	11,914
R&M- GENERATORS	558	1,000	442
Other	9,079	7,540	(1,539)
Total Physical Environment	<u>16,343</u>	<u>51,445</u>	<u>35,102</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	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	0	0	0
Total Expenditures:	<u>16,343</u>	<u>51,445</u>	<u>35,102</u>
Excess (deficiency) of revenues over expenditures	<u>79,568</u>	<u>44,026</u>	<u>35,542</u>
Other financing sources (uses):			
Transfers out	(33,060)	(44,026)	10,966
Total Other financing sources (uses):	<u>(33,060)</u>	<u>(44,026)</u>	<u>10,966</u>
Net change in fund balance	46,508	0	46,508
Fund balances, beginning of year	160,923	0	160,923
Total Fund balances, beginning of year	<u>160,923</u>	<u>0</u>	<u>160,923</u>
Fund balance, end of period	<u>207,430</u>	<u>0</u>	<u>207,430</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5C
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	43,691	43,613	78
Investment income	456	0	456
Total Investment income	456	0	456
Total Revenues:	<u>44,146</u>	<u>43,613</u>	<u>533</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	496	582	86
TRASH DISPOSAL	0	3,400	3,400
LANDSCAPE MAINTENANCE	528	761	233
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	2,550	3,000	450
REPAIR & MAINT - GENERAL	0	1,500	1,500
REPAIR & MAINT-TELEMETRY	1,004	5,000	3,997
REPAIR & MAINT-CULVERTS	4,852	3,500	(1,352)
Other	608	1,432	824
Total Physical Environment	<u>10,036</u>	<u>20,175</u>	<u>10,139</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>10,036</u>	<u>20,175</u>	<u>10,139</u>
Excess (deficiency) of revenues over expenditures	<u>34,110</u>	<u>23,438</u>	<u>10,672</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(15,381)	(23,438)	8,057
Total Other financing sources (uses):	<u>(15,381)</u>	<u>(23,438)</u>	<u>8,057</u>
Net change in fund balance	18,728	0	18,728
Fund balances, beginning of year	<u>231,254</u>	<u>0</u>	<u>231,254</u>
Total Fund balances, beginning of year	<u>231,254</u>	<u>0</u>	<u>231,254</u>
Fund balance, end of period	<u>249,982</u>	<u>0</u>	<u>249,982</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5D
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	97,283	97,164	119
Intergovernmental revenues	0	0	0
Investment income	539	0	539
Miscellaneous	0	0	0
Total Revenues:	<u>97,821</u>	<u>97,164</u>	<u>657</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	790	928	138
LANDSCAPE MAINTENANCE	2,012	2,900	889
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
REPAIR & MAINT-PUMP STATN	5,180	5,332	152
REPAIR & MAINT-CANAL/LAKE	245	3,000	2,755
REPAIR & MAINT-BLDG	4,260	10,000	5,740
REPAIR & MAINT - GENERAL	53	600	547
REPAIR & MAINT-TELEMETRY	4,795	14,000	9,206
R&M- GENERATORS	2,198	1,000	(1,198)
Other	2,961	5,954	2,993
Total Physical Environment	<u>22,493</u>	<u>44,714</u>	<u>22,221</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	8,000	8,000
Total Capital outlay	<u>0</u>	<u>8,000</u>	<u>8,000</u>
Total Expenditures:	<u>22,493</u>	<u>52,714</u>	<u>30,221</u>
Excess (deficiency) of revenues over expenditures	<u>75,328</u>	<u>44,450</u>	<u>30,878</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(36,074)	(44,450)	8,376
Total Other financing sources (uses):	<u>(36,074)</u>	<u>(44,450)</u>	<u>8,376</u>
Net change in fund balance	39,254	0	39,254
Fund balances, beginning of year	<u>235,424</u>	<u>0</u>	<u>235,424</u>
Total Fund balances, beginning of year	<u>235,424</u>	<u>0</u>	<u>235,424</u>
Fund balance, end of period	<u>274,678</u>	<u>0</u>	<u>274,678</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 7
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	108,635	108,530	105
Intergovernmental revenues	383	0	383
Investment income	785	0	785
Miscellaneous	14,044	0	14,044
Total Revenues:	<u>123,847</u>	<u>108,530</u>	<u>15,317</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	5,890	0	(5,890)
LEGAL SERVICES	0	500	500
WATER QUALITY	2,035	3,697	1,662
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	627	737	110
CHEMICAL WEED CONTROL	4,053	5,404	1,351
MOWING SERVICES	12,155	17,520	5,365
TRASH DISPOSAL	0	1,200	1,200
LANDSCAPE MAINTENANCE	184	265	81
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	85	350	265
REPAIR & MAINT-TELEMETRY	8	0	(8)
REPAIR & MAINT - GATE	0	2,000	2,000
Other	1,229	1,573	344
Total Physical Environment	<u>26,266</u>	<u>38,746</u>	<u>12,480</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	1,941	3,567	1,626
Total Capital outlay	<u>1,941</u>	<u>3,567</u>	<u>1,626</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>28,207</u>	<u>42,313</u>	<u>14,107</u>
Excess (deficiency) of revenues over expenditures	<u>95,640</u>	<u>66,217</u>	<u>29,423</u>
Other financing sources (uses):			
Transfers out	(39,174)	(66,217)	27,043
Total Other financing sources (uses):	<u>(39,174)</u>	<u>(66,217)</u>	<u>27,043</u>
Net change in fund balance	56,466	0	56,466
Fund balances, beginning of year	<u>358,672</u>	<u>0</u>	<u>358,672</u>
Total Fund balances, beginning of year	<u>358,672</u>	<u>0</u>	<u>358,672</u>
Fund balance, end of period	<u>415,138</u>	<u>0</u>	<u>415,138</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	116,261	116,149	112
Intergovernmental revenues	0	0	0
Investment income	677	0	677
Miscellaneous	500	0	500
Total Revenues:	117,437	116,149	1,288
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	2,900	5,510	2,610
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	641	753	112
CHEMICAL WEED CONTROL	2,751	3,668	917
MOWING SERVICES	6,302	9,085	2,783
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	275	397	122
SUPERVISORS EXPENSES	0	0	0
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT - GENERAL	25	5,350	5,325
REPAIR & MAINT-TELEMETRY	4	17,000	16,996
REPAIR & MAINT-CULVERTS	0	3,500	3,500
REPAIR & MAINT - GATE	0	500	500
REPAIR & MAINT - IRRIGATION	0	0	0
REPAIR & MAINT- RTU GATES	0	500	500
Other	1,295	1,317	22
Total Physical Environment	14,195	52,080	37,885
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	6,400	0	(6,400)
CULVERTS/STRUCTURES	0	0	0
Other	1,267	2,300	1,033
Total Capital outlay	7,667	2,300	(5,367)
Interest	0	0	0
Total Expenditures:	21,862	54,380	32,518
Excess (deficiency) of revenues over expenditures	95,575	61,769	33,806
Other financing sources (uses):			
Transfers out	(43,085)	(76,769)	33,684
Total Other financing sources (uses):	(43,085)	(76,769)	33,684
Net change in fund balance	52,490	(15,000)	67,490
Fund balances, beginning of year	310,100	0	310,100
Total Fund balances, beginning of year	310,100	0	310,100

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 9
 From 10/1/2021 Through 7/31/2022
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	<u>362,590</u>	<u>(15,000)</u>	<u>377,590</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	785,879	784,273	1,606
Intergovernmental revenues	0	0	0
Investment income	2,737	0	2,737
Miscellaneous	8,709	0	8,709
Total Revenues:	797,324	784,273	13,051
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	864	0	(864)
LEGAL SERVICES	5,106	500	(4,606)
WATER QUALITY	914	1,724	810
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	600	0	(600)
AUDITORS SERVICES	3,564	4,186	622
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	26,948	25,102	(1,846)
MOWING SERVICES	9,904	14,276	4,372
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	1,813	2,613	800
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	164,252	131,670	(32,582)
UPLAND MAINTENANCE	16,525	11,895	(4,630)
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	55,082	79,758	24,676
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT-BLDG	750	5,000	4,250
REPAIR & MAINT - GENERAL	154	16,450	16,296
REPAIR & MAINT-TELEMETRY	8	5,000	4,992
REPAIR & MAINT-ROADS	3,000	40,000	37,000
REPAIR & MAINT-CULVERTS	46,840	30,000	(16,840)
REPAIR & MAINT - GATE	280	500	220
R&M- Aerator refurbishments	10,472	12,500	2,028
R & M PRESERVE STRUCTURES	146,365	145,000	(1,365)
REPAIR & MAINT- RTU GATES	250	2,500	2,250
Other	81,861	91,125	9,264
Total Physical Environment	575,553	623,549	47,996
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	9,200	10,000	800
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER	0	0	0
DRAINAGE			
MACHINERY & EQUIPMENT	43,964	133,500	89,536
Other	0	0	0
Total Capital outlay	53,164	143,500	90,336
Principal	0	0	0
Total Expenditures:	628,717	767,049	138,332

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Excess (deficiency) of revenues over expenditures	<u>168,608</u>	<u>17,224</u>	<u>151,384</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(155,537)	(192,564)	37,027
Total Other financing sources (uses):	(155,537)	(192,564)	37,027
Net change in fund balance	13,070	(175,340)	188,410
Fund balances, beginning of year	1,252,829	0	1,252,829
Total Fund balances, beginning of year	1,252,829	0	1,252,829
Fund balance, end of period	<u>1,265,899</u>	<u>(175,340)</u>	<u>1,441,239</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	581,785	580,829	956
Intergovernmental revenues	0	0	0
Investment income	2,215	0	2,215
Miscellaneous	(175)	0	(175)
Total Revenues:	<u>583,825</u>	<u>580,829</u>	<u>2,996</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	107	215	108
OTHER PROFESSIONAL SVCS	600	0	(600)
AUDITORS SERVICES	2,982	3,503	521
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	11,512	10,724	(788)
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	1,377	1,984	607
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	163,645	131,670	(31,975)
UPLAND MAINTENANCE	40,395	29,077	(11,318)
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	21,163	32,997	11,834
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	6,460	1,100	(5,360)
REPAIR & MAINT-TELEMETRY	49	6,800	6,751
REPAIR & MAINT-ROADS	43	40,000	39,957
REPAIR & MAINT-CULVERTS	20,000	20,000	0
REPAIR & MAINT - GATE	0	500	500
R&M- Aerator refurbishments	5,236	6,250	1,014
R & M PRESERVE STRUCTURES	18,624	145,000	126,376
REPAIR & MAINT- RTU GATES	0	2,000	2,000
Other	51,231	55,577	4,346
Total Physical Environment	<u>343,424</u>	<u>496,647</u>	<u>153,223</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	32,082	85,500	53,418
Other	0	0	0
Total Capital outlay	<u>32,082</u>	<u>85,500</u>	<u>53,418</u>
Principal	0	0	0
Total Expenditures:	<u>375,506</u>	<u>582,147</u>	<u>206,641</u>
Excess (deficiency) of revenues over expenditures	<u>208,319</u>	<u>(1,318)</u>	<u>209,637</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Other financing sources (uses):			
Transfers out	<u>(126,858)</u>	<u>(158,682)</u>	<u>31,824</u>
Total Other financing sources (uses):	<u>(126,858)</u>	<u>(158,682)</u>	<u>31,824</u>
Net change in fund balance	81,461	(160,000)	241,461
Fund balances, beginning of year			
	<u>958,089</u>	<u>0</u>	<u>958,089</u>
Total Fund balances, beginning of year	<u>958,089</u>	<u>0</u>	<u>958,089</u>
Fund balance, end of period	<u><u>1,039,550</u></u>	<u><u>(160,000)</u></u>	<u><u>1,199,550</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	2,554,599	2,549,248	5,351
Intergovernmental revenues	0	0	0
Investment income	7,683	0	7,683
Miscellaneous	17,836	0	17,836
Total Revenues:	2,580,118	2,549,248	30,870
Expenditures:			
Physical Environment			
ENGINEERING FEES	43,306	76,500	33,195
ENGINEERING-PERMITS	2,475	0	(2,475)
LEGAL SERVICES	14,845	5,000	(9,845)
WATER QUALITY	11,355	14,145	2,790
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	10,368	12,178	1,810
MARSH MAINT-LITTORAL ZONE	275,463	384,725	109,262
CHEMICAL WEED CONTROL	182,383	243,177	60,794
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	24,039	34,651	10,612
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	7,247	10,446	3,199
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	32,230	66,150	33,920
REPAIR & MAINT-AERATORS	124,338	228,117	103,779
REPAIR & MAINT-PUMP STATN	23,807	20,995	(2,812)
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	9,000	12,000	3,000
REPAIR & MAINT-BLDG	1,200	20,000	18,800
REPAIR & MAINT - GENERAL	1,261	10,000	8,739
REPAIR & MAINT-TELEMETRY	6,279	33,000	26,721
REPAIR & MAINT-ROADS	97,371	125,000	27,629
REPAIR & MAINT-CULVERTS	84,074	60,000	(24,074)
REPAIR & MAINT - GATE	0	5,000	5,000
R & M - HVAC REPAIRS	0	0	0
Repairs & Maint - Catch Basins	19,200	25,000	5,800
R&M- Aerator refurbishments	26,457	31,250	4,793
R&M- GENERATORS	3,920	1,000	(2,920)
REPAIR & MAINT- RTU GATES	0	500	500
Other	200,955	219,992	19,037
Total Physical Environment	1,201,573	1,639,076	437,503
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	11,400	82,000	70,600
ROADS/BRIDGES	79,593	674,000	594,407
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	12,824	76,500	63,676
Other	4,891	10,668	5,777
Total Capital outlay	108,708	843,168	734,460
Principal	0	170,771	170,771
Interest	13,809	27,618	13,809
Total Expenditures:	1,324,090	2,680,633	1,356,543

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2021 Through 7/31/2022
(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>1,256,027</u>	<u>(131,385)</u>	<u>1,387,412</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(454,805)	(618,615)	163,810
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(454,805)</u>	<u>(618,615)</u>	<u>163,810</u>
Net change in fund balance	801,222	(750,000)	1,551,222
Fund balances, beginning of year	<u>2,560,035</u>	<u>0</u>	<u>2,560,035</u>
Total Fund balances, beginning of year	<u>2,560,035</u>	<u>0</u>	<u>2,560,035</u>
Fund balance, end of period	<u>3,361,257</u>	<u>(750,000)</u>	<u>4,111,257</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	61,639	61,527	112
Intergovernmental revenues	0	0	0
Investment income	368	0	368
Miscellaneous	1,250	0	1,250
Total Revenues:	<u>63,257</u>	<u>61,527</u>	<u>1,730</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	320	376	56
CHEMICAL WEED CONTROL	136	181	45
MOWING SERVICES	1,576	2,271	695
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	413	595	182
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	84	500	416
REPAIR & MAINT-TELEMETRY	4	5,000	4,996
REPAIR & MAINT - GATE	0	500	500
REPAIR & MAINT- RTU GATES	0	1,000	1,000
Other	611	617	6
Total Physical Environment	<u>3,144</u>	<u>12,290</u>	<u>9,146</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	1,405	2,549	1,144
Total Capital outlay	<u>1,405</u>	<u>2,549</u>	<u>1,144</u>
Total Expenditures:	<u>4,548</u>	<u>14,839</u>	<u>10,291</u>
Excess (deficiency) of revenues over expenditures	<u>58,708</u>	<u>46,688</u>	<u>12,020</u>
Other financing sources (uses):			
Transfers out	(28,016)	(46,688)	18,672
Total Other financing sources (uses):	<u>(28,016)</u>	<u>(46,688)</u>	<u>18,672</u>
Net change in fund balance	30,692	0	30,692
Fund balances, beginning of year	<u>166,098</u>	<u>0</u>	<u>166,098</u>
Total Fund balances, beginning of year	<u>166,098</u>	<u>0</u>	<u>166,098</u>
Fund balance, end of period	<u>196,790</u>	<u>0</u>	<u>196,790</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12A
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	25,187	25,143	44
Intergovernmental revenues	0	0	0
Investment income	190	0	190
Miscellaneous	0	0	0
Total Revenues:	<u>25,377</u>	<u>25,143</u>	<u>234</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	121	142	21
CHEMICAL WEED CONTROL	761	1,096	335
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	1,260	7,332	6,072
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-CULVERTS	2,850	15,000	12,150
REPAIR & MAINT - GATE	0	0	0
R&M- Aerator refurbishments	0	0	0
Other	1,929	1,949	20
Total Physical Environment	<u>6,920</u>	<u>27,269</u>	<u>20,349</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>6,920</u>	<u>27,269</u>	<u>20,349</u>
Excess (deficiency) of revenues over expenditures	<u>18,457</u>	<u>(2,126)</u>	<u>20,583</u>
Other financing sources (uses):			
Transfers out	(7,073)	(12,874)	5,801
Total Other financing sources (uses):	<u>(7,073)</u>	<u>(12,874)</u>	<u>5,801</u>
Net change in fund balance	11,384	(15,000)	26,384
Fund balances, beginning of year	97,922	0	97,922
Total Fund balances, beginning of year	<u>97,922</u>	<u>0</u>	<u>97,922</u>
Fund balance, end of period	<u>109,306</u>	<u>(15,000)</u>	<u>124,306</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	777,761	775,787	1,974
Intergovernmental revenues	0	0	0
Investment income	2,378	0	2,378
Miscellaneous	26,150	0	26,150
Total Revenues:	<u>806,289</u>	<u>775,787</u>	<u>30,502</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	152	500	348
ENGINEERING-PERMITS	1,346	0	(1,346)
LEGAL SERVICES	22,781	500	(22,281)
WATER QUALITY	2,012	4,623	2,611
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	3,944	4,632	688
CHEMICAL WEED CONTROL	25,875	37,297	11,422
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	3,601	5,191	1,590
TRASH DISPOSAL	700	1,000	300
LANDSCAPE MAINTENANCE	1,771	2,552	781
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	95,992	145,224	49,232
REPAIR & MAINT-PUMP STATN	940	20,332	19,392
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	385	10,000	9,615
REPAIR & MAINT - GENERAL	60	920	860
REPAIR & MAINT-TELEMTRY	4	5,000	4,996
REPAIR & MAINT-CULVERTS	12,888	5,000	(7,888)
REPAIR & MAINT - GATE	0	0	0
R&M- Aerator refurbishments	20,944	25,000	4,056
R&M- GENERATORS	698	1,000	302
Other	128,053	147,729	19,676
Total Physical Environment	<u>322,146</u>	<u>419,500</u>	<u>97,354</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	26,233	31,500	5,267
Other	3,937	1,456	(2,481)
Total Capital outlay	<u>30,170</u>	<u>32,956</u>	<u>2,786</u>
Principal	0	123,510	123,510
Interest	7,416	34,832	27,416
Total Expenditures:	<u>359,732</u>	<u>610,798</u>	<u>251,066</u>
Excess (deficiency) of revenues over expenditures	<u>446,557</u>	<u>164,989</u>	<u>281,568</u>
Other financing sources (uses):			
Transfers out	(118,018)	(164,989)	46,971
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 10/1/2021 Through 7/31/2022
(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>(118,018)</u>	<u>(164,989)</u>	<u>46,971</u>
Net change in fund balance	328,539	0	328,539
Fund balances, beginning of year	<u>643,269</u>	<u>0</u>	<u>643,269</u>
Total Fund balances, beginning of year	<u>643,269</u>	<u>0</u>	<u>643,269</u>
Fund balance, end of period	<u>971,808</u>	<u>0</u>	<u>971,808</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 15
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	847,285	844,367	2,918
Intergovernmental revenues	0	0	0
Investment income	2,394	0	2,394
Miscellaneous	1,260	0	1,260
Total Revenues:	<u>850,939</u>	<u>844,367</u>	<u>6,572</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	9,231	5,500	(3,731)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	1,490	1,000	(490)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	3,121	3,666	545
CHEMICAL WEED CONTROL	49,699	71,638	21,939
MOWING SERVICES	7,203	10,382	3,179
TRASH DISPOSAL	22,500	31,000	8,500
LANDSCAPE MAINTENANCE	964	1,389	425
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	121,569	177,724	56,155
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	4,895	5,000	105
REPAIR & MAINT - GENERAL	8,289	12,000	3,711
REPAIR & MAINT-TELEMTRY	21	17,000	16,979
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	10,000	10,000
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	25,363	25,000	(363)
REPAIR & MAINT- RTU GATES	500	1,500	1,000
Other	139,445	148,136	8,691
Total Physical Environment	<u>394,288</u>	<u>521,435</u>	<u>127,147</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	93,000	93,000
Other	3,407	6,185	2,778
Total Capital outlay	<u>3,407</u>	<u>99,185</u>	<u>95,778</u>
Principal	0	44,682	44,682
Interest	0	28,100	28,100
Total Expenditures:	<u>397,695</u>	<u>693,402</u>	<u>295,707</u>
Excess (deficiency) of revenues over expenditures	<u>453,244</u>	<u>150,965</u>	<u>302,279</u>
Other financing sources (uses):			
Transfers out	(103,792)	(161,465)	57,673
Total Other financing sources (uses):	<u>(103,792)</u>	<u>(161,465)</u>	<u>57,673</u>
Net change in fund balance	349,452	(10,500)	359,952
Fund balances, beginning of year			

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 15
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	574,734	0	574,734
Total Fund balances, beginning of year	574,734	0	574,734
Fund balance, end of period	924,186	(10,500)	934,686

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	988,283	919,396	68,887
Intergovernmental revenues	0	0	0
Investment income	5,534	0	5,534
Miscellaneous	52,051	0	52,051
Total Revenues:	1,045,867	919,396	126,471
Expenditures:			
Physical Environment			
ENGINEERING FEES	17,751	193,500	175,749
ENGINEERING-PERMITS	22,237	0	(22,237)
ENVIRONMENTAL LIASON	0	25,031	25,031
LEGAL SERVICES	46,213	1,000	(45,213)
WATER QUALITY	4,508	5,416	909
FINANCIAL CONS./ADVISOR	107	215	108
AUDITORS SERVICES	3,688	4,332	644
MARSH MAINT-LITTORAL ZONE	519	5,404	4,885
CHEMICAL WEED CONTROL	28,908	38,543	9,635
MOWING SERVICES	37,684	54,319	16,635
SECURITY SERVICES	253,452	279,204	25,752
TRASH DISPOSAL	1,200	5,000	3,800
LANDSCAPE MAINTENANCE	5,519	7,956	2,437
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	3,489	15,750	12,261
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-CANAL/LAKE	5,650	20,000	14,350
REPAIR & MAINT - GENERAL	329	5,000	4,671
REPAIR & MAINT-TELEMETRY	0	1,000	1,000
REPAIR & MAINT-ROADS	19,489	225,000	205,511
REPAIR & MAINT-CULVERTS	4,850	10,000	5,150
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	2,200	10,000	7,800
REPAIR & MAINT- STREET SWEEP	4,326	8,650	4,324
Other	21,455	15,707	(5,748)
Total Physical Environment	483,574	931,527	447,953
Capital outlay			
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
Other	7,379	3,924	(3,455)
Total Capital outlay	7,379	3,924	(3,455)
Principal	0	0	0
Total Expenditures:	490,953	935,451	444,498
Excess (deficiency) of revenues over expenditures	554,915	(16,055)	570,970

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 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Transfers out	(158,031)	(183,945)	25,914
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(158,031)</u>	<u>(183,945)</u>	<u>25,914</u>
Net change in fund balance	396,884	(200,000)	596,884
Fund balances, beginning of year	<u>1,082,661</u>	<u>0</u>	<u>1,082,661</u>
Total Fund balances, beginning of year	<u>1,082,661</u>	<u>0</u>	<u>1,082,661</u>
Fund balance, end of period	<u><u>1,479,545</u></u>	<u><u>(200,000)</u></u>	<u><u>1,679,545</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	1,524,370	1,522,500	1,870
Intergovernmental revenues	12,597	255,000	(242,403)
Investment income	5,761	0	5,761
Miscellaneous	6,735	0	6,735
Total Revenues:	1,549,462	1,777,500	(228,038)
Expenditures:			
Physical Environment			
ENGINEERING FEES	13,400	38,500	25,100
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	17,329	10,000	(7,329)
LEGAL - SPECIAL SERVICES	0	0	0
WATER QUALITY	26,428	333,304	306,876
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	7,489	8,796	1,307
MARSH MAINT-LITTORAL ZONE	254,764	355,860	101,096
CHEMICAL WEED CONTROL	125,361	167,149	41,788
TRASH DISPOSAL	273	1,300	1,027
LANDSCAPE MAINTENANCE	11,274	16,251	4,977
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	124,975	196,175	71,200
REPAIR & MAINT-PUMP STATN	3,931	20,663	16,732
REPAIR & MAINT-CANAL/LAKE	2,950	10,000	7,050
REPAIR & MAINT-BLDG	2,710	15,000	12,290
REPAIR & MAINT - GENERAL	791	2,100	1,309
REPAIR & MAINT-TELEMTRY	4,224	23,000	18,776
REPAIR & MAINT-ROADS	57,168	110,000	52,832
REPAIR & MAINT-CULVERTS	9,002	40,000	30,998
REPAIR & MAINT - GATE	0	1,000	1,000
Repairs & Maint - Catch Basins	0	10,000	10,000
R&M- Aerator refurbishments	21,770	25,000	3,230
R&M- GENERATORS	6,825	7,000	175
REPAIR & MAINT- STREET SWEEP	18,666	31,000	12,334
Other	169,329	197,384	28,055
Total Physical Environment	878,659	1,619,482	740,823
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	21,612	18,000	(3,612)
Other	1,741	5,600	3,859
Total Capital outlay	23,353	23,600	247
Principal	0	0	0
Total Expenditures:	902,011	1,643,082	741,071

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2021 Through 7/31/2022
(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>647,451</u>	<u>134,418</u>	<u>513,033</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(248,227)	(341,917)	93,690
Capital contributions from landowners	15,568	22,047	(6,479)
Total Other financing sources (uses):	<u>(232,660)</u>	<u>(319,870)</u>	<u>87,210</u>
Net change in fund balance	414,791	(185,452)	600,243
Fund balances, beginning of year	<u>2,158,945</u>	<u>0</u>	<u>2,158,945</u>
Total Fund balances, beginning of year	<u>2,158,945</u>	<u>0</u>	<u>2,158,945</u>
Fund balance, end of period	<u>2,573,736</u>	<u>(185,452)</u>	<u>2,759,188</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	551,964	552,224	(260)
Intergovernmental revenues	0	0	0
Investment income	1,063	0	1,063
Miscellaneous	760	0	760
Total Revenues:	553,787	552,224	1,563
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	500	500
LEGAL SERVICES	493	500	7
WATER QUALITY	6,981	12,400	5,419
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	2,107	2,475	368
MARSH MAINT-LITTORAL ZONE	5,438	21,144	15,706
CHEMICAL WEED CONTROL	20,791	27,721	6,930
MOWING SERVICES	3,151	4,542	1,391
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	413	595	182
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	3,119	12,600	9,481
REPAIR & MAINT-AERATORS	39,031	57,407	18,376
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	114	7,000	6,886
REPAIR & MAINT-TELEMETRY	21	5,000	4,979
REPAIR & MAINT-CULVERTS	0	30,000	30,000
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	5,236	6,250	1,014
REPAIR & MAINT- RTU GATES	0	1,000	1,000
Other	61,475	62,465	990
Total Physical Environment	148,370	257,849	109,479
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	77,879	96,000	18,121
Other	1,001	1,817	816
Total Capital outlay	78,880	97,817	18,937
Interest	0	0	0
Total Expenditures:	227,250	355,666	128,416
Excess (deficiency) of revenues over expenditures	326,536	196,558	129,978
Other financing sources (uses):			
Transfers in	7,016	0	7,016
Transfers out	(85,389)	(128,558)	43,169
Total Other financing sources (uses):	(78,373)	(128,558)	50,185
Net change in fund balance	248,164	68,000	180,164

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	265,769	0	265,769
Total Fund balances, beginning of year	265,769	0	265,769
Fund balance, end of period	513,932	68,000	445,932

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19A
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	41,259	41,266	(8)
Investment income	864	0	864
Miscellaneous	0	0	0
Total Revenues:	<u>42,123</u>	<u>41,266</u>	<u>857</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	78	92	14
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	0	0	0
Other	410	407	(3)
Total Physical Environment	<u>488</u>	<u>11,499</u>	<u>11,011</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	5,266	15,000	9,734
Total Capital outlay	<u>5,266</u>	<u>15,000</u>	<u>9,734</u>
Total Expenditures:	<u>5,754</u>	<u>26,499</u>	<u>20,745</u>
Excess (deficiency) of revenues over expenditures	<u>36,368</u>	<u>14,767</u>	<u>21,601</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(10,004)	(14,767)	4,763
Total Other financing sources (uses):	<u>(10,004)</u>	<u>(14,767)</u>	<u>4,763</u>
Net change in fund balance	26,365	0	26,365
Fund balances, beginning of year	<u>470,456</u>	<u>0</u>	<u>470,456</u>
Total Fund balances, beginning of year	<u>470,456</u>	<u>0</u>	<u>470,456</u>
Fund balance, end of period	<u>496,821</u>	<u>0</u>	<u>496,821</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 20
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	230,015	245,387	(15,372)
Intergovernmental revenues	0	0	0
Investment income	841	0	841
Miscellaneous	(140)	0	(140)
Total Revenues:	230,717	245,387	(14,670)
Expenditures:			
Physical Environment			
ENGINEERING FEES	53,361	0	(53,361)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	1,925	1,000	(925)
SPECIAL SERVICES	0	0	0
WATER QUALITY	1,125	1,620	495
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	3,500	0	(3,500)
AUDITORS SERVICES	530	622	92
CHEMICAL WEED CONTROL	4,575	6,595	2,020
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	7,500	10,000	2,500
REPAIR & MAINT - GENERAL	4,973	7,000	2,028
Repairs & Maint - Catch Basins	0	3,500	3,500
Other	2,189	2,186	(3)
Total Physical Environment	79,677	32,773	(46,904)
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	271	491	220
Total Capital outlay	271	491	220
Principal	0	119,257	119,257
Interest	0	75,000	75,000
Total Expenditures:	79,948	227,521	147,573
Excess (deficiency) of revenues over expenditures	150,769	17,866	132,903
Other financing sources (uses):			
Transfers out	(21,813)	(17,866)	(3,947)
Capital contributions from landowners	0	0	0
Repayment to landowners	(14,710)	0	(14,710)
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(36,523)	(17,866)	(18,657)
Net change in fund balance	114,246	0	114,246
Fund balances, beginning of year	311,593	0	311,593
Total Fund balances, beginning of year	311,593	0	311,593
Fund balance, end of period	425,839	0	425,839

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	363,825	363,371	454
Intergovernmental revenues	0	0	0
Investment income	1,064	0	1,064
Miscellaneous	190	0	190
Total Revenues:	<u>365,078</u>	<u>363,371</u>	<u>1,707</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	7,837	1,000	(6,837)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	3,498	7,545	4,048
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	2,540	2,983	443
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	0	0	0
LANDSCAPE MAINTENANCE	138	198	60
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	96,232	96,600	368
REPAIR & MAINT-AERATORS	7,070	45,560	38,490
REPAIR & MAINT-PUMP STATN	1,812	5,332	3,520
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	900	9,000	8,100
REPAIR & MAINT-BLDG	355	10,000	9,646
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	3,126	4,000	874
REPAIR & MAINT-TELEMTRY	18,882	18,500	(382)
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	5,000	5,000
REPAIR & MAINT - GATE	0	0	0
R&M- GENERATORS	540	1,000	460
Other	19,096	16,910	(2,186)
Total Physical Environment	<u>162,022</u>	<u>224,128</u>	<u>62,106</u>
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	173,767	0	(173,767)
Other	214	386	172
Total Capital outlay	<u>173,981</u>	<u>386</u>	<u>(173,595)</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>336,003</u>	<u>224,514</u>	<u>(111,489)</u>
Excess (deficiency) of revenues over expenditures	<u>29,075</u>	<u>138,857</u>	<u>(109,782)</u>
Other financing sources (uses):			
Transfers out	(139,907)	(180,357)	40,450

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2021 Through 7/31/2022
(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>(139,907)</u>	<u>(180,357)</u>	<u>40,450</u>
Net change in fund balance	(110,833)	(41,500)	(69,333)
Fund balances, beginning of year	<u>602,049</u>	<u>0</u>	<u>602,049</u>
Total Fund balances, beginning of year	<u>602,049</u>	<u>0</u>	<u>602,049</u>
Fund balance, end of period	<u>491,217</u>	<u>(41,500)</u>	<u>532,717</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 23
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	196,437	196,181	256
Intergovernmental revenues	0	0	0
Investment income	595	0	595
Miscellaneous	500	0	500
Total Revenues:	<u>197,532</u>	<u>196,181</u>	<u>1,351</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	440	500	60
WATER QUALITY	1,040	1,714	674
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,082	1,271	189
MARSH MAINT-LITTORAL ZONE	2,487	32,162	29,675
CHEMICAL WEED CONTROL	26,460	35,280	8,820
TRASH DISPOSAL	0	500	500
LANDSCAPE MAINTENANCE	229	331	102
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	64,894	63,000	(1,894)
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	1,260	5,000	3,740
REPAIR & MAINT - GENERAL	7	3,500	3,493
REPAIR & MAINT-TELEMETRY	2	5,000	4,998
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	22,662	15,000	(7,662)
REPAIR & MAINT - GATE	0	200	200
REPAIR & MAINT- RTU GATES	0	500	500
Other	2,126	2,166	40
Total Physical Environment	<u>122,689</u>	<u>166,624</u>	<u>43,935</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	749	905	156
Total Capital outlay	<u>749</u>	<u>905</u>	<u>156</u>
Total Expenditures:	<u>123,438</u>	<u>167,529</u>	<u>44,091</u>
Excess (deficiency) of revenues over expenditures	<u>74,094</u>	<u>28,652</u>	<u>45,442</u>
Other financing sources (uses):			
Transfers out	(55,931)	(83,652)	27,721
Total Other financing sources (uses):	<u>(55,931)</u>	<u>(83,652)</u>	<u>27,721</u>
Net change in fund balance	18,163	(55,000)	73,163
Fund balances, beginning of year	265,082	0	265,082
Total Fund balances, beginning of year	<u>265,082</u>	<u>0</u>	<u>265,082</u>

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 23
 From 10/1/2021 Through 7/31/2022
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	283,245	(55,000)	338,245

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 24
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	216,132	215,939	193
Intergovernmental revenues	0	0	0
Investment income	1,576	0	1,576
Miscellaneous	3,040	0	3,040
Total Revenues:	<u>220,748</u>	<u>215,939</u>	<u>4,809</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	2,445	0	(2,445)
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,254	1,473	219
MARSH MAINT-LITTORAL ZONE	27,442	40,031	12,589
CHEMICAL WEED CONTROL	26,784	35,712	8,928
MOWING SERVICES	10,804	15,574	4,770
TRASH DISPOSAL	0	500	500
LANDSCAPE MAINTENANCE	3,947	5,689	1,742
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	7,177	14,700	7,523
REPAIR & MAINT-AERATORS	3,872	7,332	3,460
REPAIR & MAINT-PUMP STATN	19,990	5,332	(14,658)
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-BLDG	650	10,000	9,350
REPAIR & MAINT-WELLS	0	2,500	2,500
REPAIR & MAINT - GENERAL	31	12,000	11,969
REPAIR & MAINT-TELEMETRY	2	5,000	4,998
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	0	0
R&M- GENERATORS	639	10,000	9,361
Other	12,767	12,876	109
Total Physical Environment	<u>117,805</u>	<u>205,219</u>	<u>87,414</u>
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	308	559	251
Total Capital outlay	<u>308</u>	<u>559</u>	<u>251</u>
Principal	0	0	0
Total Expenditures:	<u>118,113</u>	<u>205,778</u>	<u>87,665</u>
Excess (deficiency) of revenues over expenditures	<u>102,635</u>	<u>10,161</u>	<u>92,474</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 10/1/2021 Through 7/31/2022
(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	(81,526)	(110,161)	28,635
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(81,526)</u>	<u>(110,161)</u>	<u>28,635</u>
Net change in fund balance	21,109	(100,000)	121,109
Fund balances, beginning of year	844,634	0	844,634
Total Fund balances, beginning of year	<u>844,634</u>	<u>0</u>	<u>844,634</u>
Fund balance, end of period	<u><u>865,743</u></u>	<u><u>(100,000)</u></u>	<u><u>965,743</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 27B
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	118,288	118,808	(520)
Investment income	<u>568</u>	<u>0</u>	<u>568</u>
Total Investment income	<u>568</u>	<u>0</u>	<u>568</u>
Total Revenues:	<u>118,856</u>	<u>118,808</u>	<u>48</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	107	215	108
AUDITORS SERVICES	1,088	1,278	190
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	519	16,422	15,903
CHEMICAL WEED CONTROL	3,784	5,045	1,261
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	32,764	42,000	9,236
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	850	2,000	1,150
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	5,000	5,000
R & M PRESERVE STRUCTURES	0	0	0
Other	<u>1,169</u>	<u>1,701</u>	<u>532</u>
Total Physical Environment	40,282	75,911	35,629
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	<u>381</u>	<u>692</u>	<u>311</u>
Total Capital outlay	<u>381</u>	<u>692</u>	<u>311</u>
Total Expenditures:	<u>40,663</u>	<u>76,603</u>	<u>35,940</u>
Excess (deficiency) of revenues over expenditures	<u>78,193</u>	<u>42,205</u>	<u>35,988</u>
Other financing sources (uses):			
Transfers out	<u>(37,927)</u>	<u>(52,205)</u>	<u>14,278</u>
Total Other financing sources (uses):	<u>(37,927)</u>	<u>(52,205)</u>	<u>14,278</u>
Net change in fund balance	40,266	(10,000)	50,266
Fund balances, beginning of year	<u>245,759</u>	<u>0</u>	<u>245,759</u>
Total Fund balances, beginning of year	<u>245,759</u>	<u>0</u>	<u>245,759</u>
Fund balance, end of period	<u>286,025</u>	<u>(10,000)</u>	<u>296,025</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 29
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	40,609	40,608	1
Intergovernmental revenues	0	0	0
Investment income	340	0	340
Miscellaneous	0	0	0
Total Revenues:	<u>40,949</u>	<u>40,608</u>	<u>341</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
LEGAL SERVICES	0	500	500
WATER QUALITY	1,040	1,714	674
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	257	302	45
MARSH MAINT-LITTORAL ZONE	519	5,404	4,885
CHEMICAL WEED CONTROL	7,655	10,206	2,552
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	5,993	15,750	9,757
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	3,500	3,500
Other	406	403	(3)
Total Physical Environment	<u>15,871</u>	<u>38,779</u>	<u>22,908</u>
Capital outlay	93	168	75
Total Expenditures:	<u>15,963</u>	<u>38,947</u>	<u>22,984</u>
Excess (deficiency) of revenues over expenditures	<u>24,985</u>	<u>1,661</u>	<u>23,324</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(14,329)	(22,161)	7,832
Total Other financing sources (uses):	<u>(14,329)</u>	<u>(22,161)</u>	<u>7,832</u>
Net change in fund balance	10,656	(20,500)	31,156
Fund balances, beginning of year	181,800	0	181,800
Total Fund balances, beginning of year	<u>181,800</u>	<u>0</u>	<u>181,800</u>
Fund balance, end of period	<u>192,456</u>	<u>(20,500)</u>	<u>212,956</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	833,531	831,892	1,639
Intergovernmental revenues	0	0	0
Investment income	6,214	0	6,214
Miscellaneous	6,459	0	6,459
Total Revenues:	<u>846,204</u>	<u>831,892</u>	<u>14,312</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	13,760	70,000	56,240
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	12,883	10,000	(2,883)
WATER QUALITY	1,087	4,140	3,053
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	3,578	4,203	625
LANDSCAPE MAINTENANCE	321	463	142
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	124,080	259,923	135,843
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	14,000	15,500	1,500
REPAIR & MAINT-BLDG	95	15,000	14,905
REPAIR & MAINT - GENERAL	8,503	550	(7,953)
REPAIR & MAINT-TELEMETRY	35	5,000	4,965
REPAIR & MAINT-ROADS	14,345	155,000	140,655
REPAIR & MAINT-CULVERTS	2,388	20,000	17,612
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	20,000	20,000
R&M- Aerator refurbishments	20,944	31,250	10,306
REPAIR & MAINT- RTU GATES	0	1,000	1,000
Other	191,868	220,037	28,169
Total Physical Environment	<u>407,887</u>	<u>832,566</u>	<u>424,679</u>
Capital outlay			
BUILDINGS	2,036,001	0	(2,036,001)
IMPRVMNTS OTHER THAN BLDG	12,000	0	(12,000)
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	75,749	138,000	62,251
Other	3,697	3,589	(108)
Total Capital outlay	<u>2,127,446</u>	<u>141,589</u>	<u>(1,985,857)</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>2,535,334</u>	<u>974,155</u>	<u>(1,561,179)</u>
Excess (deficiency) of revenues over expenditures	<u>(1,689,130)</u>	<u>(142,263)</u>	<u>(1,546,867)</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(163,271)	(222,737)	59,466

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2021 Through 7/31/2022
(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>(163,271)</u>	<u>(222,737)</u>	<u>59,466</u>
Net change in fund balance	(1,852,400)	(365,000)	(1,487,400)
Fund balances, beginning of year	<u>4,281,544</u>	<u>0</u>	<u>4,281,544</u>
Total Fund balances, beginning of year	<u>4,281,544</u>	<u>0</u>	<u>4,281,544</u>
Fund balance, end of period	<u>2,429,143</u>	<u>(365,000)</u>	<u>2,794,143</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	19,755	19,712	43
Intergovernmental revenues	0	0	0
Investment income	50	0	50
Miscellaneous	0	0	0
Total Revenues:	<u>19,806</u>	<u>19,712</u>	<u>94</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	81	95	14
CHEMICAL WEED CONTROL	1,263	1,683	420
MOWING SERVICES	1,576	2,271	695
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	0	250	250
JANITORIAL	0	0	0
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	2,800	5,000	2,200
REPAIR & MAINT-OFF EQMT	0	0	0
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
Other	194	196	2
Total Physical Environment	<u>5,913</u>	<u>11,995</u>	<u>6,082</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	39	71	32
Total Capital outlay	<u>39</u>	<u>71</u>	<u>32</u>
Total Expenditures:	<u>5,952</u>	<u>12,066</u>	<u>6,114</u>
Excess (deficiency) of revenues over expenditures	<u>13,853</u>	<u>7,646</u>	<u>6,207</u>
Other financing sources (uses):			
Transfers out	(4,801)	(8,146)	3,345
Total Other financing sources (uses):	<u>(4,801)</u>	<u>(8,146)</u>	<u>3,345</u>
Net change in fund balance	9,052	(500)	9,552
Fund balances, beginning of year	12,551	0	12,551
Total Fund balances, beginning of year	<u>12,551</u>	<u>0</u>	<u>12,551</u>
Fund balance, end of period	<u>21,603</u>	<u>(500)</u>	<u>22,103</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32A
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	5,436	5,405	31
Investment income	<u>71</u>	<u>0</u>	<u>71</u>
Total Investment income	<u>71</u>	<u>0</u>	<u>71</u>
Total Revenues:	<u>5,507</u>	<u>5,405</u>	<u>102</u>
Expenditures:			
Physical Environment			
WATER QUALITY	1,040	1,714	674
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	44	52	8
MOWING SERVICES	1,576	2,271	695
SECURITY SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CULVERTS	0	1,500	1,500
Other	<u>52</u>	<u>54</u>	<u>2</u>
Total Physical Environment	<u>2,712</u>	<u>5,591</u>	<u>2,879</u>
Principal	0	0	0
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>2,712</u>	<u>5,591</u>	<u>2,879</u>
Excess (deficiency) of revenues over expenditures	<u>2,794</u>	<u>(186)</u>	<u>2,980</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(429)</u>	<u>(814)</u>	<u>385</u>
Total Other financing sources (uses):	<u>(429)</u>	<u>(814)</u>	<u>385</u>
Net change in fund balance	2,365	(1,000)	3,365
Fund balances, beginning of year	<u>35,071</u>	<u>0</u>	<u>35,071</u>
Total Fund balances, beginning of year	<u>35,071</u>	<u>0</u>	<u>35,071</u>
Fund balance, end of period	<u>37,436</u>	<u>(1,000)</u>	<u>38,436</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 33
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	14,109	14,082	27
Intergovernmental revenues	0	0	0
Investment income	117	0	117
Miscellaneous	750	0	750
Total Revenues:	<u>14,977</u>	<u>14,082</u>	<u>895</u>
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
WATER QUALITY	1,040	1,714	674
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	94	110	16
CHEMICAL WEED CONTROL	1,419	1,892	473
MOWING SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	4,200	4,200
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	1,500	1,500
Other	141	139	(2)
Total Physical Environment	<u>2,694</u>	<u>10,555</u>	<u>7,861</u>
Capital outlay	56	101	46
Total Expenditures:	<u>2,749</u>	<u>10,656</u>	<u>7,907</u>
Excess (deficiency) of revenues over expenditures	<u>12,228</u>	<u>3,426</u>	<u>8,802</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(6,109)	(9,426)	3,317
Total Other financing sources (uses):	<u>(6,109)</u>	<u>(9,426)</u>	<u>3,317</u>
Net change in fund balance	6,119	(6,000)	12,119
Fund balances, beginning of year	61,103	0	61,103
Total Fund balances, beginning of year	<u>61,103</u>	<u>0</u>	<u>61,103</u>
Fund balance, end of period	<u>67,221</u>	<u>(6,000)</u>	<u>73,221</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 34
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	170,874	170,025	849
Intergovernmental revenues	0	0	0
Investment income	730	0	730
Miscellaneous	0	0	0
Total Revenues:	171,603	170,025	1,578
Expenditures:			
Physical Environment			
ENGINEERING FEES	2,800	29,800	27,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	12,381	18,822	6,441
AUDITORS SERVICES	1,063	1,248	185
LANDSCAPE MAINTENANCE	9,285	13,384	4,099
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	6,387	10,000	3,613
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	6,356	48,000	41,644
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	13,493	24,000	10,507
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	2,500	2,500
Other	3,791	4,544	753
Total Physical Environment	55,556	152,798	97,242
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	94	869	775
Total Capital outlay	94	869	775
Principal	0	21,668	21,668
Interest	3,556	6,933	3,377
Total Expenditures:	59,206	182,268	123,062
Excess (deficiency) of revenues over expenditures	112,397	(12,243)	124,640
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(43,498)	(58,257)	14,759
Total Other financing sources (uses):	(43,498)	(58,257)	14,759
Net change in fund balance	68,899	(70,500)	139,399
Fund balances, beginning of year	237,853	0	237,853
Total Fund balances, beginning of year	237,853	0	237,853
Fund balance, end of period	306,752	(70,500)	377,252

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 34
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

Current Year Actual	Total Budget - Original	Total Budget Variance - Original
---------------------	----------------------------	-------------------------------------

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 38
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	74,335	74,083	252
Investment income	<u>555</u>	<u>0</u>	<u>555</u>
Total Investment income	<u>555</u>	<u>0</u>	<u>555</u>
Total Revenues:	<u>74,890</u>	<u>74,083</u>	<u>807</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	10,000	10,000
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	203	238	35
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	3,500	3,500
Repairs & Maint - Catch Basins	0	10,000	10,000
Other	<u>728</u>	<u>734</u>	<u>6</u>
Total Physical Environment	930	45,972	45,042
Capital outlay			
ROADS/BRIDGES	0	0	0
Other	<u>70</u>	<u>126</u>	<u>56</u>
Total Capital outlay	<u>70</u>	<u>126</u>	<u>56</u>
Total Expenditures:	<u>1,000</u>	<u>46,098</u>	<u>45,098</u>
Excess (deficiency) of revenues over expenditures	<u>73,890</u>	<u>27,985</u>	<u>45,905</u>
Other financing sources (uses):			
Transfers out	<u>(17,052)</u>	<u>(28,985)</u>	<u>11,933</u>
Total Other financing sources (uses):	<u>(17,052)</u>	<u>(28,985)</u>	<u>11,933</u>
Net change in fund balance	56,837	(1,000)	57,837
Fund balances, beginning of year	<u>240,055</u>	<u>0</u>	<u>240,055</u>
Total Fund balances, beginning of year	<u>240,055</u>	<u>0</u>	<u>240,055</u>
Fund balance, end of period	<u>296,893</u>	<u>(1,000)</u>	<u>297,893</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 41
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	4,084	4,079	5
Investment income	70	0	70
Miscellaneous	0	0	0
Total Revenues:	<u>4,155</u>	<u>4,079</u>	<u>76</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
LEGAL SERVICES	0	0	0
WATER QUALITY	1,040	1,714	674
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	40	47	7
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	3,500	3,500
Other	41	42	1
Total Physical Environment	<u>1,121</u>	<u>5,303</u>	<u>4,182</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	27	50	23
Total Capital outlay	<u>27</u>	<u>50</u>	<u>23</u>
Total Expenditures:	<u>1,148</u>	<u>5,353</u>	<u>4,205</u>
Excess (deficiency) of revenues over expenditures	<u>3,006</u>	<u>(1,274)</u>	<u>4,280</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(2,553)	(4,926)	2,373
Total Other financing sources (uses):	<u>(2,553)</u>	<u>(4,926)</u>	<u>2,373</u>
Net change in fund balance	453	(6,200)	6,653
Fund balances, beginning of year	<u>39,901</u>	<u>0</u>	<u>39,901</u>
Total Fund balances, beginning of year	<u>39,901</u>	<u>0</u>	<u>39,901</u>
Fund balance, end of period	<u>40,354</u>	<u>(6,200)</u>	<u>46,554</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	849,257	846,888	2,369
Intergovernmental revenues	0	0	0
Investment income	2,454	0	2,454
Miscellaneous	1,736	0	1,736
Total Revenues:	<u>853,447</u>	<u>846,888</u>	<u>6,559</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	2,000	2,000
ENGINEERING-PERMITS	1,285	0	(1,285)
LEGAL SERVICES	0	2,000	2,000
LEGAL - SPECIAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	107	215	108
OTHER PROFESSIONAL SVCS	4,800	0	(4,800)
AUDITORS SERVICES	4,881	5,733	852
MONITORING REPORT	0	0	0
CHEMICAL WEED CONTROL	87,083	125,525	38,442
MOWING SERVICES	8,230	11,863	3,633
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	2,956	4,261	1,305
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	181,899	257,250	75,351
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-PUMP STATN	101,564	20,464	(81,100)
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	780	10,000	9,220
REPAIR & MAINT - GENERAL	6,522	2,500	(4,022)
REPAIR & MAINT-TELEMTRY	8,518	41,100	32,582
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	1,025	1,000	(25)
R & M PRESERVE STRUCTURES	0	0	0
REPAIR & MAINT- RTU GATES	758	1,500	743
Other	<u>32,805</u>	<u>51,659</u>	<u>18,854</u>
Total Physical Environment	<u>443,214</u>	<u>559,070</u>	<u>115,856</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	6,780	12,000	5,220
Other	<u>540</u>	<u>980</u>	<u>440</u>
Total Capital outlay	<u>7,320</u>	<u>12,980</u>	<u>5,660</u>
Total Expenditures:	<u>450,533</u>	<u>572,050</u>	<u>121,517</u>
Excess (deficiency) of revenues over expenditures	<u>402,913</u>	<u>274,838</u>	<u>128,075</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 43
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Transfers out	(208,266)	(274,838)	66,572
Total Other financing sources (uses):	<u>(208,266)</u>	<u>(274,838)</u>	<u>66,572</u>
Net change in fund balance	194,647	0	194,647
Fund balances, beginning of year	1,039,082	0	1,039,082
Total Fund balances, beginning of year	<u>1,039,082</u>	<u>0</u>	<u>1,039,082</u>
Fund balance, end of period	<u><u>1,233,729</u></u>	<u><u>0</u></u>	<u><u>1,233,729</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 44
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	51,637	51,289	348
Intergovernmental revenues	0	0	0
Investment income	996	0	996
Miscellaneous	1,212	0	1,212
Total Revenues:	<u>53,845</u>	<u>51,289</u>	<u>2,556</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	11,900	11,900	0
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	358	500	143
FINANCIAL CONS./ADVISOR	107	215	108
AUDITORS SERVICES	1,140	1,339	199
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	20,000	20,000
Other	502	1,556	1,054
Total Physical Environment	<u>14,006</u>	<u>35,510</u>	<u>21,504</u>
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	231	2,628	2,397
Total Capital outlay	<u>231</u>	<u>2,628</u>	<u>2,397</u>
Total Expenditures:	<u>14,238</u>	<u>38,138</u>	<u>23,900</u>
Excess (deficiency) of revenues over expenditures	<u>39,607</u>	<u>13,151</u>	<u>26,456</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(27,008)	(45,651)	18,643
Capital contributions from landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	<u>(27,008)</u>	<u>(45,651)</u>	<u>18,643</u>
Net change in fund balance	12,599	(32,500)	45,099
Fund balances, beginning of year	534,210	0	534,210
Total Fund balances, beginning of year	<u>534,210</u>	<u>0</u>	<u>534,210</u>
Fund balance, end of period	<u>546,809</u>	<u>(32,500)</u>	<u>579,309</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 45
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	416,980	416,732	248
Intergovernmental revenues	0	0	0
Investment income	969	0	969
Total Investment income	<u>969</u>	<u>0</u>	<u>969</u>
Total Revenues:	<u>417,948</u>	<u>416,732</u>	<u>1,216</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	12,726	17,800	5,074
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	248	1,000	753
WATER QUALITY	1,040	1,714	674
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,176	1,381	205
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	2,487	5,404	2,917
CHEMICAL WEED CONTROL	5,588	7,450	1,862
MOWING SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	35,498	49,875	14,377
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	349	3,000	2,651
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	2,400	2,000	(400)
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	64,844	290,000	225,156
REPAIR & MAINT-CULVERTS	0	10,000	10,000
Repairs & Maint - Catch Basins	1,150	10,000	8,850
R & M PRESERVE STRUCTURES	0	0	0
REPAIR & MAINT- STREET SWEEP	12,728	16,750	4,022
Other	4,130	4,129	(1)
Total Physical Environment	<u>144,362</u>	<u>420,503</u>	<u>276,141</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	1,786	1,914	128
Total Capital outlay	<u>1,786</u>	<u>1,914</u>	<u>128</u>
Debt issuance costs	0	0	0
Total Expenditures:	<u>146,149</u>	<u>422,417</u>	<u>276,268</u>
Excess (deficiency) of revenues over expenditures	<u>271,800</u>	<u>(5,685)</u>	<u>277,485</u>
Other financing sources (uses):			
Transfers out	(64,790)	(84,315)	19,525
Total Other financing sources (uses):	<u>(64,790)</u>	<u>(84,315)</u>	<u>19,525</u>
Net change in fund balance	207,009	(90,000)	297,009
Fund balances, beginning of year	248,784	0	248,784

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 45
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	248,784	0	248,784
Fund balance, end of period	455,793	(90,000)	545,793

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 46
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	43,642	43,560	82
Investment income	491	0	491
Miscellaneous	(50)	0	(50)
Total Revenues:	<u>44,083</u>	<u>43,560</u>	<u>523</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	214	430	216
AUDITORS SERVICES	1,057	1,242	185
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	10,000	10,000
Other	431	1,455	1,024
Total Physical Environment	<u>1,703</u>	<u>20,627</u>	<u>18,924</u>
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	583	1,058	475
Total Capital outlay	<u>583</u>	<u>1,058</u>	<u>475</u>
Total Expenditures:	<u>2,286</u>	<u>21,685</u>	<u>19,399</u>
Excess (deficiency) of revenues over expenditures	<u>41,797</u>	<u>21,875</u>	<u>19,922</u>
Other financing sources (uses):			
Transfers out	(16,292)	(21,875)	5,583
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(16,292)</u>	<u>(21,875)</u>	<u>5,583</u>
Net change in fund balance	25,506	0	25,506
Fund balances, beginning of year	<u>247,236</u>	<u>0</u>	<u>247,236</u>
Total Fund balances, beginning of year	<u>247,236</u>	<u>0</u>	<u>247,236</u>
Fund balance, end of period	<u>272,741</u>	<u>0</u>	<u>272,741</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 47
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	42,517	42,448	69
Intergovernmental revenues	0	0	0
Investment income	755	0	755
Miscellaneous	1,266	0	1,266
Total Revenues:	<u>44,539</u>	<u>42,448</u>	<u>2,091</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	2,300	3,300	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	1,040	1,714	674
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	250	294	44
MARSH MAINT-LITTORAL ZONE	0	0	0
LANDSCAPE MAINTENANCE	551	794	243
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-PUMP STATN	787	0	(787)
REPAIR & MAINT-CANAL/LAKE	690	2,500	1,810
REPAIR & MAINT - GENERAL	492	3,000	2,508
REPAIR & MAINT-TELEMETRY	8	17,000	16,992
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	10,000	10,000
REPAIR & MAINT- STREET SWEEP	0	1,500	1,500
REPAIR & MAINT- RTU GATES	0	500	500
Other	988	2,019	1,031
Total Physical Environment	<u>7,107</u>	<u>43,621</u>	<u>36,514</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	1,119	1,367	248
Total Capital outlay	<u>1,119</u>	<u>1,367</u>	<u>248</u>
Total Expenditures:	<u>8,226</u>	<u>44,988</u>	<u>36,762</u>
Excess (deficiency) of revenues over expenditures	<u>36,312</u>	<u>(2,540)</u>	<u>38,852</u>
Other financing sources (uses):			
Transfers out	(18,300)	(24,960)	6,660
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(18,300)</u>	<u>(24,960)</u>	<u>6,660</u>
Net change in fund balance	18,012	(27,500)	45,512
Fund balances, beginning of year	402,944	0	402,944

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 47
 From 10/1/2021 Through 7/31/2022
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	402,944	0	402,944
Fund balance, end of period	420,957	(27,500)	448,457

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 49
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	69,421	69,455	(34)
Investment income	456	0	456
Miscellaneous	6,426	0	6,426
Total Revenues:	<u>76,304</u>	<u>69,455</u>	<u>6,849</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	1,098	0	(1,098)
LEGAL SERVICES	2,410	500	(1,910)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	393	462	69
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	4,896	6,528	1,632
MOWING SERVICES	1,801	2,596	795
TRASH DISPOSAL	0	500	500
LANDSCAPE MAINTENANCE	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	18,643	26,250	7,607
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	500	500
Other	695	688	(7)
Total Physical Environment	<u>29,936</u>	<u>40,524</u>	<u>10,588</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	1,224	98	(1,126)
Total Capital outlay	<u>1,224</u>	<u>98</u>	<u>(1,126)</u>
Total Expenditures:	<u>31,160</u>	<u>40,622</u>	<u>9,462</u>
Excess (deficiency) of revenues over expenditures	<u>45,144</u>	<u>28,833</u>	<u>16,311</u>
Other financing sources (uses):			
Transfers out	(20,636)	(31,333)	10,697
Total Other financing sources (uses):	<u>(20,636)</u>	<u>(31,333)</u>	<u>10,697</u>
Net change in fund balance	24,508	(2,500)	27,008
Fund balances, beginning of year	<u>200,152</u>	<u>0</u>	<u>200,152</u>
Total Fund balances, beginning of year	<u>200,152</u>	<u>0</u>	<u>200,152</u>
Fund balance, end of period	<u>224,660</u>	<u>(2,500)</u>	<u>227,160</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 51
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	32,943	32,752	191
Investment income	181	0	181
Miscellaneous	0	0	0
Total Revenues:	<u>33,124</u>	<u>32,752</u>	<u>372</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	100	100
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	385	500	115
AUDITORS SERVICES	127	149	22
MARSH MAINT-LITTORAL ZONE	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	5,000	5,000
Other	321	325	4
Total Physical Environment	<u>833</u>	<u>16,074</u>	<u>15,241</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	55	99	44
Total Capital outlay	<u>55</u>	<u>99</u>	<u>44</u>
Total Expenditures:	<u>888</u>	<u>16,173</u>	<u>15,285</u>
Excess (deficiency) of revenues over expenditures	<u>32,236</u>	<u>16,579</u>	<u>15,657</u>
Other financing sources (uses):			
Transfers out	(6,717)	(11,579)	4,862
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(6,717)</u>	<u>(11,579)</u>	<u>4,862</u>
Net change in fund balance	25,519	5,000	20,519
Fund balances, beginning of year	<u>57,556</u>	<u>0</u>	<u>57,556</u>
Total Fund balances, beginning of year	<u>57,556</u>	<u>0</u>	<u>57,556</u>
Fund balance, end of period	<u>83,075</u>	<u>5,000</u>	<u>78,075</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 53
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	71,837	71,131	706
Investment income	429	0	429
Miscellaneous	93,716	0	93,716
Total Revenues:	<u>165,981</u>	<u>71,131</u>	<u>94,850</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	1,112	0	(1,112)
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	214	430	216
AUDITORS SERVICES	1,058	1,243	185
TRASH DISPOSAL	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	390	1,000	610
REPAIR & MAINT-ROADS	2,990	10,000	7,010
REPAIR & MAINT-CULVERTS	0	10,000	10,000
Other	11,189	3,705	(7,484)
Total Physical Environment	<u>16,953</u>	<u>42,878</u>	<u>25,925</u>
Capital outlay	803	1,726	923
Total Expenditures:	<u>17,756</u>	<u>44,604</u>	<u>26,848</u>
Excess (deficiency) of revenues over expenditures	<u>148,225</u>	<u>26,527</u>	<u>121,698</u>
Other financing sources (uses):			
Transfers out	(29,937)	(26,527)	(3,410)
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(29,937)</u>	<u>(26,527)</u>	<u>(3,410)</u>
Net change in fund balance	118,288	0	118,288
Fund balances, beginning of year	<u>138,843</u>	<u>0</u>	<u>138,843</u>
Total Fund balances, beginning of year	<u>138,843</u>	<u>0</u>	<u>138,843</u>
Fund balance, end of period	<u>257,131</u>	<u>0</u>	<u>257,131</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Common area fund
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Intergovernmental revenues	0	0	0
Investment income	150	0	150
Total Investment income	150	0	150
Total Revenues:	150	0	150
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
AUDITORS SERVICES	393	462	69
MARSH MAINT-LITTORAL ZONE	0	0	0
TRASH DISPOSAL	12,604	15,000	2,396
LANDSCAPE MAINTENANCE	15,557	22,425	6,868
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	4,350	20,700	16,350
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT - IRRIGATION	0	0	0
REPAIR & MAINT- STREET SWEEP	0	5,000	5,000
Other	18,068	20,378	2,310
Total Physical Environment	50,973	83,965	32,992
Capital outlay	0	0	0
Total Expenditures:	50,973	83,965	32,992
Excess (deficiency) of revenues over expenditures	(50,824)	(83,965)	33,141
Other financing sources (uses):			
Transfers out	(1,783)	(2,964)	1,181
Capital contributions from landowners			
CONTRIBUTIONS GOVERNMENTS	28,886	39,364	(10,478)
Other	34,692	47,565	(12,873)
Total Capital contributions from landowners	63,578	86,929	(23,351)
Total Other financing sources (uses):	61,795	83,965	(22,170)
Net change in fund balance	10,971	0	10,971
Fund balances, beginning of year	84,345	0	84,345
Total Fund balances, beginning of year	84,345	0	84,345
Fund balance, end of period	95,316	0	95,316

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
NPDES funds
From 10/1/2021 Through 7/31/2022
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Investment income	844	0	844
Miscellaneous	481,424	0	481,424
Total Revenues:	<u>482,268</u>	<u>0</u>	<u>482,268</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	178,868	0	(178,868)
LEGAL SERVICES	6,802	0	(6,802)
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	75,801	0	(75,801)
Other	68,995	0	(68,995)
Total Physical Environment	<u>330,466</u>	<u>0</u>	<u>(330,466)</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>330,466</u>	<u>0</u>	<u>(330,466)</u>
Excess (deficiency) of revenues over expenditures	<u>151,802</u>	<u>0</u>	<u>151,802</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(1,419)	0	(1,419)
Total Other financing sources (uses):	<u>(1,419)</u>	<u>0</u>	<u>(1,419)</u>
Net change in fund balance	<u>150,383</u>	<u>0</u>	<u>150,383</u>
Fund balances, beginning of year	<u>282,766</u>	<u>0</u>	<u>282,766</u>
Total Fund balances, beginning of year	<u>282,766</u>	<u>0</u>	<u>282,766</u>
Fund balance, end of period	<u>433,149</u>	<u>0</u>	<u>433,149</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2021 Through 7/31/2022

(In Whole Numbers)

	Unit 2C	Unit 5	Unit 16	Unit 25	Unit 53
Revenues:					
Intergovernmental revenues	-	-	-	-	-
Investment income	5,877	1,359	1,333	35	10,399
Miscellaneous	-	-	-	-	-
Total Revenues:	5,877	1,359	1,333	35	10,399
Expenditures:					
Capital outlay	2,589,555	-	63,965	440	4,194,661
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Debt issuance costs	-	29,100	-	-	-
Total Expenditures:	2,589,555	29,100	63,965	440	4,194,661
Excess (deficiency) of revenues over expenditures	(2,583,678)	(27,741)	(62,632)	(405)	(4,184,262)
Other financing sources (uses):					
Transfers in	-	-	-	-	-
Transfers out	(33,124)	-	(3,926)	(92)	(31,471)
Capital contributions from landowners	86,156	-	28,250	-	-
Repayment to landowners	(352,438)	-	-	-	-
Promissory notes issued	-	2,400,000	-	-	-
Special assessment bond proceeds	-	-	-	-	-
Discount on special assessment bonds issued	-	-	-	-	-
Premium on special assessment bonds issued	-	-	-	-	-
Total Other financing sources (uses):	(299,406)	2,400,000	24,324	(92)	(31,471)
Net change in fund balance	(2,883,084)	2,372,259	(38,308)	(497)	(4,215,733)
Fund balances, beginning of year	5,723,424	-	810,413	20,644	10,101,523
Fund balance, end of period	2,840,340	2,372,259	772,105	20,147	5,885,790

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2021 Through 7/31/2022

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2021 Through 7/31/2022

(In Whole Numbers)

	Unit 2A	Unit 2C	Unit 3A	Unit 5B
Revenues:				
Non-ad valorem assessments	379,499	5,393,972	410,527	389,527
Intergovernmental revenues	-	-	-	-
Investment income	734	20,163	890	829
Miscellaneous	-	-	-	-
Total Revenues:	380,234	5,414,135	411,417	390,356
Expenditures:				
Principal	-	-	-	-
Interest	-	1,892,875	56,706	16,598
Debt issuance costs	47,150	-	-	-
Advance Refunding escrow agent	169,489	-	-	-
Other	3,756	53,712	4,076	3,870
Total Expenditures:	220,394	1,946,587	60,782	20,468
Excess (deficiency) of revenues over expenditures	159,839	3,467,548	350,635	369,888
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Refunding debt Issued	3,580,000	-	-	-
(Discount)/Premuim on refunded debt	-	-	-	-
Special assessment bond proceeds	-	-	-	-
Payment to refunded bonds escrow agent	-	-	-	-
Payment to Refunded Debt	(3,522,935)	-	-	-
Total Payment to refunded bonds escrow agent	(3,522,935)	-	-	-
Total Other financing sources (uses):	57,065	-	-	-
Net change in fund balance	216,904	3,467,548	350,635	369,888
Fund balances, beginning of year	89,583	7,921,523	62,955	22,433
Fund balance, end of period	306,487	11,389,071	413,590	392,321

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2021 Through 7/31/2022

(In Whole Numbers)

	Unit 9A	Unit 9B	Unit 16	Unit 19
Revenues:				
Non-ad valorem assessments	2,796,531	1,320,880	801,981	-
Intergovernmental revenues	-	-	-	-
Investment income	5,880	4,080	2,784	1
Miscellaneous	-	-	-	-
Total Revenues:	2,802,412	1,324,960	804,765	1
Expenditures:				
Principal	-	-	-	-
Interest	227,264	176,838	41,506	-
Debt issuance costs	-	-	58,660	-
Advance Refunding escrow agent	-	-	1,290,338	-
Other	27,794	13,099	6,663	-
Total Expenditures:	255,058	189,936	1,397,167	-
Excess (deficiency) of revenues over expenditures	2,547,354	1,135,024	(592,402)	1
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	(7,016)
Refunding debt Issued	-	-	3,275,000	-
(Discount)/Premuim on refunded debt	-	-	-	-
Special assessment bond proceeds	-	-	-	-
Payment to refunded bonds escrow agent	-	-	-	-
Payment to Refunded Debt	-	-	(3,275,000)	-
Total Payment to refunded bonds escrow agent	-	-	(3,275,000)	-
Total Other financing sources (uses):	-	-	-	(7,016)
Net change in fund balance	2,547,354	1,135,024	(592,402)	(7,015)
Fund balances, beginning of year	840,549	866,109	840,195	7,015
Fund balance, end of period	3,387,902	2,001,133	247,793	-

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2021 Through 7/31/2022

(In Whole Numbers)

	Unit 27B	Unit 43	Unit 44	Unit 45
Revenues:				
Non-ad valorem assessments	281,508	1,230,611	597,539	270,539
Intergovernmental revenues	-	-	-	-
Investment income	548	2,638	1,101	539
Miscellaneous	-	-	-	-
Total Revenues:	282,057	1,233,248	598,639	271,077
Expenditures:				
Principal	-	-	-	-
Interest	19,294	134,984	50,556	44,404
Debt issuance costs	39,775	-	65,140	-
Advance Refunding escrow agent	346,056	-	895,078	-
Other	2,786	12,209	5,807	2,729
Total Expenditures:	407,911	147,193	1,016,581	47,133
Excess (deficiency) of revenues over expenditures	(125,854)	1,086,055	(417,941)	223,944
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Refunding debt Issued	2,205,000	-	4,785,000	-
(Discount)/Premuim on refunded debt	-	-	-	-
Special assessment bond proceeds	-	-	-	-
Payment to refunded bonds escrow agent				
Payment to Refunded Debt	(2,205,000)	-	(4,720,860)	-
Total Payment to refunded bonds escrow agent	(2,205,000)	-	(4,720,860)	-
Total Other financing sources (uses):	-	-	64,140	-
Net change in fund balance	(125,854)	1,086,055	(353,801)	223,944
Fund balances, beginning of year	352,590	503,993	634,574	89,399
Fund balance, end of period	226,736	1,590,048	280,773	313,343

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2021 Through 7/31/2022

(In Whole Numbers)

	Unit 46	Unit 53
Revenues:		
Non-ad valorem assessments	760,774	3,106,577
Intergovernmental revenues	-	-
Investment income	2,685	11,592
Miscellaneous	-	-
Total Revenues:	763,458	3,118,169
Expenditures:		
Principal	-	-
Interest	187,919	1,110,433
Debt issuance costs	-	-
Advance Refunding escrow agent	-	-
Other	7,519	30,923
Total Expenditures:	195,437	1,141,356
Excess (deficiency) of revenues over expenditures	568,021	1,976,813
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	568,021	1,976,813
Fund balances, beginning of year	775,061	4,553,586
Fund balance, end of period	1,343,082	6,530,399

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual- General Fund (Cash Basis)
GEN - General Fund
From 10/1/2021 Through 7/31/2022

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	0.00	0.00	0.00
Intergovernmental revenues	0.00	0.00	0.00
Investment income	1,424.15	0.00	1,424.15
Miscellaneous	8,414.36	0.00	8,414.36
Total Revenues:	<u>9,838.51</u>	<u>0.00</u>	<u>9,838.51</u>
Expenditures:			
Physical Environment			
ADM/OPS SALARIES	1,748,581.43	2,242,527.00	493,945.57
ENGINEERING FEES	8,443.50	50,000.00	41,556.50
LEGAL SERVICES	69,213.00	130,000.00	60,787.00
IT Services	56,589.96	73,791.00	17,201.04
LANDSCAPE MAINTENANCE	28,886.25	47,565.00	18,678.75
ELECTRICITY	14,522.95	24,804.00	10,281.05
INSURANCE-GENERAL	266,430.02	252,835.00	(13,595.02)
REPAIR & MAINT-BLDG	36,737.21	169,500.00	132,762.79
R & M - HVAC REPAIRS	13,587.70	50,000.00	36,412.30
PUBLIC INFORMATION	21,066.31	30,000.00	8,933.69
FUEL-VEHICLES	45,698.08	35,000.00	(10,698.08)
Other	1,127,287.69	1,506,724.00	379,436.31
Total Physical Environment	<u>3,437,044.10</u>	<u>4,612,746.00</u>	<u>1,175,701.90</u>
Capital outlay	52,127.75	108,500.00	56,372.25
Principal	0.00	17,750.00	17,750.00
Interest	1,435.27	2,871.00	1,435.73
Total Expenditures:	<u>3,490,607.12</u>	<u>4,741,867.00</u>	<u>1,251,259.88</u>
Excess (deficiency) of revenues over expenditures	<u>(3,480,768.61)</u>	<u>(4,741,867.00)</u>	<u>1,261,098.39</u>
Other financing sources (uses):			
Transfers in	3,377,334.46	4,646,867.00	(1,269,532.54)
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	39,588.00	0.00	39,588.00
Total Other financing sources (uses):	<u>3,416,922.46</u>	<u>4,646,867.00</u>	<u>(1,229,944.54)</u>
Net change in fund balance	(63,846.15)	(95,000.00)	31,153.85
Fund balances, beginning of year	899,633.46	0.00	899,633.46
Total Fund balances, beginning of year	<u>899,633.46</u>	<u>0.00</u>	<u>899,633.46</u>
Fund balance, end of year	<u>835,787.31</u>	<u>(95,000.00)</u>	<u>930,787.31</u>

PROOF OF PUBLICATION STATE OF FLORIDA

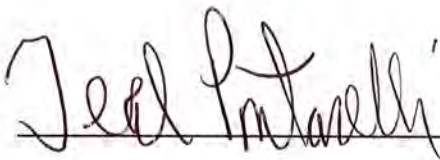
PUBLIC NOTICE

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 in issues dated: first date of Publication 09/26/2021 and last date of Publication 09/26/2021. 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:	0000658255
Ad Cost:	\$216.72
Paid:	\$0.00
Balance Due:	\$216.72

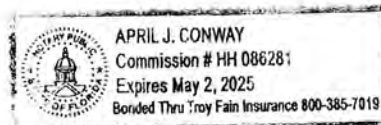
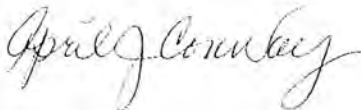
Signed



(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 29th day of September, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



Please see Ad on following page(s).

Invoice/Order Number: 0000658255
Ad Cost: \$216.72
Paid: \$0.00
Balance Due: \$216.72

**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, 2021 and Sept. 30, 2022. 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 10/27/2021, 11/17/2021, 12/15/2021, 01/26/2022, 02/23/2022, 03/23/2022, 04/27/2022, 05/25/2022, 06/22/2022, 07/27/2022, 08/24/2022 and 09/28/2022.

Possible Board of Supervisors or Committee meetings may also be held, on an as-needed basis, on the following dates: 10/13/21, 01/12/2022, 02/09/2022, 03/09/2022, 04/13/2022, 05/11/2022, 06/08/2022, 07/13/2022, 08/10/2022 and 09/14/2022.

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
9-26/2021

0000658255-01