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

ANNUAL LANDOWNERS MEETING AGENDA
ADMINISTRATIVE BUILDING AND EOC
359 HIATT DRIVE
PALM BEACH GARDENS, FLORIDA
November 18, 2026
8:00 a.m.

1) Call to Order

2) Proof of Publication

3) Establish a Quorum

4) Selection of Chair

5) Landowner Comments

6) Election of Board Supervisor for Seat 1 – Four-Year Term

7) Receive and File Annual Reports

   a) Engineer
   b) Attorney
   c) Auditor
   d) Executive Director

8) Adjourn

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
Phone 561-624-7830 · Fax 561-624-7839 · www.npbcid.org

November 5, 2026

Board of Supervisors
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

Re: District Engineer's 2026 Annual Report

Dear Board Members:

Acting in my capacity as District Engineer, I am pleased to submit the 2026 Annual Engineer's Report for the period between October 1, 2025 and September 30, 2026.

This report is submitted in accordance with Florida Statute 298.26 and describes the progress made and activities undertaken in furtherance of the various water control plans within the District during the past fiscal year.

Section 189.08 of Chapter 189 requires that a District's Public Facilities Report be prepared and updated every seven years. Records indicate that the last update to the Facilities Report was done in November 2020. Therefore, the format and extent of this Annual Report will be modified to meet the requirements of Chapter 189 at the end of the 2026/2027 fiscal year.

Upon review and acceptance of this Report, I ask the Board of Supervisors to adopt this 2026 Annual Report.

Sincerely,

KIMBERLY ALISON LESER
LICENSE
No. 60153
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Kimberly A. Leser, P.E.
District Engineer

Northern Palm Beach County Improvement District

District Engineer's Annual Report

NOVEMBER 18, 2026



GENERAL OVERVIEW

During the past year, the District Engineer has assisted the Board of Supervisors and District Staff on various engineering related issues and projects such as:

1) Ongoing coordination regarding updates to Northern's Engineering Standards Manual including the modification of details, specifications, methodology and policy updates and various engineering and permit related procedures.

2) Ongoing coordination regarding updates to Unit facilities maps and District GIS.

3) Performance and coordination of permit reviews and inspections of permitted improvements as needed. Coordination with District consulting engineers and District Staff regarding the provision of plat review services on behalf of Northern. Over the past year, the District Engineer has overseen the review and issuance of approximately 60 permits and plats within Northern's Units of Development.

4) Supervise District Engineering and Environmental Department Staff.

5) Continuation of ongoing duties as District Engineer such as providing representation at monthly Board meetings and assistance to the Board of Supervisors and District Staff on various engineering related issues.

6) Coordination with General Counsel to ensure easements are obtained to accommodate District maintenance responsibilities, as well as ongoing coordination regarding agreements, public bidding and contract documents, and various other legal matters as they arise.

7) Coordination with project engineers on the design and permitting of public infrastructure projects.

8) Preparation of bid documents and awards of contract for construction of public infrastructure within District Units of Development.

9) Coordination with District project engineers, contractors and landowners throughout Public Improvement construction projects. Review of pay applications, change orders and certification documents associated with capital improvement projects.

10) Assist District Operations Staff in selecting and assigning engineering work to District consulting engineers for projects associated with specialty consultant review, infrastructure improvements, reports, studies, roadway rehabilitation, and control structure modifications.

11) Assist District Operations Staff in the preparation of requests for quotes, processing pay requests, change orders and close out documentation for maintenance projects estimated between $25,000.00 and $300,000.00.

12) Assist District Operations Staff in the preparation of bid documents and the administration of public bids through construction completion for maintenance projects estimated to exceed the $300,000.00 threshold.

13) Coordination with Finance and Operations Staff in the development of the Annual Budget, and the tracking of invoicing associated with purchase orders, permitting and platting review fees.

Unit Updates

MULTIPLE UNITS

The District Engineer administered the public bid for PRJ 641 Control Panel Replacement Project for pump stations in Units 18, 21 and 24 in January 2025. PRJ 641 Control Panel Replacement Project was awarded to C.R. Dunn, Inc. in March 2025, and a Notice to Proceed was issued in April 2025. Construction is anticipated to be completed in the second quarter of 2027.

The District Engineer issued a purchase order to Baxter Woodman in January of 2026 to provide design, permitting and bid phase services for Control Structure U01F001 located within the EPB 10 Canal in Unit 1. This Control Structure serves Units 1, 7 and 24. The design is nearly complete and expected to be submitted for permit before the end of 2026.

In August of 2026, the District Engineer coordinated issuance of a purchase order to Smith Engineering for electrical design, bidding phase and construction services for PRJ 645 Control Panel Replacement Project, Phase 2 for the Unit No. 18 Intermediate Pump Station and the Unit No. 5D Andros Isles Pump Station. Design services are underway.

UNIT NO. 1 (GRAMERCY PARK (CYPRESS RUN))

No significant activity has occurred in the past year.

UNIT NO. 2 AND NO. 2A (FRENCHMAN'S CREEK/MACARTHUR OVERLAY)

No significant activity has occurred in the past year.

UNIT NO. 2C (ALTON)

Construction of the Alton Medical Center was permitted in November 2023, with four of the seven floors opened for business in May of 2026. The remaining three floors will be opened based on bed need.

In early 2026, Northern contracted with Rep Services, Inc. to replace the natural grass in the Alton Dog Park with pet-friendly synthetic turf. This project was completed in May 2026.

No other significant activity has occurred in the past year.

UNIT NO. 3 (HORSESHOE ACRES/SQUARE LAKE)

No significant activity has occurred in the past year.

UNIT NO. 3A (WOODBINE)

No significant activity has occurred in the past year.

UNIT NO. 4 (WEST OF VILLAGES OF PALM BEACH LAKES)

No significant activity has occurred in the past year.

UNIT NO. 5 (ROLF PROPERTY)

The District Engineer continues to coordinate with FDOT and their consultants regarding the expansion of the Florida Turnpike (SR91) in the area of the Unit's Stormwater Control Structure and outfall canal to ensure the Unit and Northern's access to maintained facilities are not impacted by the proposed expansion.

No other significant activity has occurred in the past year.

UNIT NO. 5A (VISTA CENTER OF PALM BEACH)

A permit was issued in May 2025 for the expansion of Palm Beach County's (PBC) office complex to include an additional two-story office building and three-story parking garage within the existing surface parking lot located on the north half of the parcel. Stormwater runoff from the PBC Parcel is directed into the Unit 5A Vista Center of Palm Beach Master Stormwater Management System. Construction is expected to be complete by December 2026.

A permit was issued in August 2025 for the demolition and new construction of the existing Emerald Dunes Golf Maintenance Facility and Golf Learning Center, and the permitted construction is underway. Stormwater runoff from the subject area is directed into the Unit 5A Vista Center of Palm Beach Master Stormwater Management System.

At Northern's request, Mock, Roos & Associates, Inc. completed a study to determine feasibility of spin-cast rehabilitation of a number of roadway culverts within the Vista Parkway Right-of-Way. In early 2026, Northern entered into a Piggyback Agreement based on a current Clay County, Florida contract held with Nu-Pipe, LLC. Following which, Northern approved a purchase order for Nu-Pipe to spin-cast approximately 725 linear feet of 66-inch and 825 linear feet of 72-inch existing corrugated metal pipe within Vista Parkway. Mock Roos provided construction phase services, and the project was completed in April 2026.

A second purchase order was issued in April 2026 to Nu-Pipe, LLC to rehabilitate via spin-cast two 84-inch existing corrugated metal roadway outfall pipes totaling approximately 560 linear feet based on the same Clay County, Florida Agreement. A portion of the Series 3 outfall pipe collapsed during the spin-cast preparation work making it no longer a candidate for spin-casting. The Series 3 outfall pipe was subsequently removed from the Nu-Pipe contract. The Series 7 outfall was successfully rehabilitated using spin-cast with construction completed in August 2026.

The Series 3 outfall that collapsed during preparation became an emergency repair. In May 2026, Northern awarded an emergency contract for Johnson-Davis, Inc. to remove the existing 84-inch outfall and replace it with a 60-inch HDPE pipe. Construction was completed in August 2026.

No other significant activity has occurred in the past year.

UNIT NO. 5B (BAYWINDS)

No significant activity has occurred in the past year.

UNIT NO. 5C (RIVERWALK)

No significant activity has occurred in the past year.

UNIT NO. 5D (OAKTON LAKES/ANDROS ISLE)

No significant activity has occurred in the past year.

UNIT NO. 7 (DYER BOULEVARD)

No significant activity has occurred in the past year.

UNIT NO. 9 (ADMIRALS COVE WEST)

No significant activity has occurred in the past year.

UNIT NO. 9A (ABACOA I) & UNIT NO. 9B (ABACOA II)

Northern maintains an extensive greenway and upland corridor preserve within Units 9A and 9B which includes trails, dry detention bridges, water bridges, lake overlooks and covered kiosks.

At Staff's request, WGI, Inc. provided plans for the repair and rehabilitation of Dry Detention Bridge 3 (DDB3) within Greenway Tract 37. Northern Staff requested proposals from three approved General Services contractors in September 2025, and Northern awarded the contract to Construction Technology, Inc. at the October 2025 Board meeting. The work was completed in February 2026.

At Staff's request, WGI, Inc. provided plans for the repair and rehabilitation of Dry Detention Bridges 1 and 2 (DDB1 and DDB2) and Water Bridges 1 and 2 in March 2026. Northern Staff requested proposals from three approved General Services contractors for the rehabilitation of DDB1 in September 2026, and Northern awarded the contract to Construction Technology, Inc. at the October 2026 Board meeting. Rehabilitation work is expected to commence in November 2026. Contract award and rehabilitation work associated with DDB2 is expected to occur sometime in 2027.

At Staff's request, WGI, Inc. completed an assessment of four structures within the Unit 9A/9B greenway trail system (Dry Detention Bridge 4 and Lake Overlooks 1, 2 and 3) providing recommendations for repair or rehabilitation of each structure in early 2026. WGI, Inc. is currently developing plans for the repair and rehabilitation of the four structures. The repair and rehabilitation work associated with Dry Detention Bridge 4, Overlooks 1, 2, and 3, and Water Bridges 1 and 2 is expected to occur over the next few years as budget allows.

Northern maintains over 250 acres of greenway within Units 9A and 9B. As part of Northern's proactive maintenance program, Staff identified areas of the Americans with Disabilities Act (ADA) accessible trails within the Unit 9A/9B greenway trail system requiring repair and restoration. Staff requested quotes from Northern's General Services contractors in December 2025 for the Phase 1 project, representing approximately 1,750 linear feet of ADA Trail. The work includes replacing trail edges, removing roots, preparing the subgrade, and installing a new crushed concrete surface layer meeting ADA accessibility criterion. Palmera provided the lowest quote, and the Phase 1 Project was completed in May 2026. In March 2026, quotes were requested from three of Northern's General Services contractors for the Phase 2 Project, representing the remaining 3,000 linear feet of ADA trail, and Palmera Enterprises, LLC submitted the lowest quote. A purchase order was issued to Palmera Enterprises in April 2026, and the Project was completed in October 2026.

No other significant activity has occurred in the past year.

UNIT NO. 11 (PGA NATIONAL)

Staff continues to coordinate with Golf Course representatives to reduce nutrient run-off into the master system of lakes to improve overall water quality within the system.

No other significant activity has occurred in the past year.

UNIT NO. 12 AND NO. 12A (HIGHLAND PINES/GARDENS HUNT CLUB SUB-UNIT)

No significant activity has occurred in the past year.

UNIT NO. 14 (EASTPOINTE)

No significant activity has occurred in the past year.

UNIT NO. 15 (VILLAGES OF PALM BEACH LAKES)

In February 2026, Northern requested bids from Northern General Services contractors for the rehabilitation of Stormwater Control Structure W4, and the Board approved the purchase order to Johnson-Davis, Inc. in April 2026. An alternate construction access route was developed, and Johnson-Davis, Inc. is expected to commence the rehabilitation work in early 2027.

The Bear Lakes Country Club obtained a permit to redevelop the Links Golf Course in September 2025. The golf course was constructed around the Unit 15 Villages of Palm Beach Lakes Master Stormwater Management System. The redevelopment work, which includes reshaping existing master system lakes by partial filling and excavation along with replacing and extending several Northern-owned culverts and a City of West Palm Beach-owned culvert serving a portion of Village Boulevard, is expected to be complete in February 2027.

The Bear Lakes Country Club obtained a permit in May 2026 to reconstruct the Club's Recreation Facility which includes a direct connection into the Unit 15 Master Stormwater Management System. The work includes the demolition and reconstruction of several buildings, construction of new pickleball and tennis courts, a new pool and associated parking areas. Construction commenced in June 2026 and is expected to be completed in summer 2027.

No other significant activity has occurred in the past year.

UNIT NO. 16 (PALM BEACH PARK OF COMMERCE)

The District Engineer regularly works with General Counsel to ensure easements needed to accommodate Northern's maintenance responsibilities as identified in the current Plan of Improvements (POI) for Unit 16 are obtained from the landowner during the permitting and platting process.

Multiple engineering plans and plats have been reviewed over the last year to confirm proposed development and drainage connections are in agreement with the current Plan of Improvements and the Unit 16 Palm Beach Park of Commerce Master Stormwater Management System. Several parcels within the Park of Commerce obtained permits over the past year and some of these sites are currently under construction.

A request was presented to Northern's Board in May 2025 for the abandonment and sale of a road right-of-way (ROW) to Averitt Express, Inc. (Averitt), a developer intending to purchase the surrounding property within the Park of Commerce (Park). The Board approved development of a Funding Agreement, and upon Averitt's provision of required funding, Staff conducted due diligence on the request, which included obtaining an appraisal of the property. Northern's Board subsequently approved the appraisal and entered into a Sale and Purchase Agreement with Averitt, effective December 2025. The District Engineer and General Counsel continue coordination with Averitt and their design team to ensure development is in conformance with the POI. A plat and permit for the subject ROW and surrounding property were submitted by the developer's engineer and are currently under review.

Over the last year, the District Engineer coordinated with FPL regarding two lighting upgrade projects within the Park. The first project, involving conversion of the existing high-pressure sodium (HPS) to light-emitting diode (LED) lighting, was completed in August 2026. The District Engineer continues coordinating with FPL regarding the second lighting upgrade project which involves the installation of additional light poles throughout the Park.

No other significant activity has occurred in the past year.

UNIT NO. 18 (IBIS GOLF & COUNTRY CLUB)

Over the last year, the District Engineer continued coordination with the Club at Ibis and their consultants regarding redevelopment of the Ibis Heritage Golf Course. A permit for the Heritage Golf Course Redevelopment was issued in June 2024 and included reshaping of existing master system lakes by partial filling and excavation. Construction of the Heritage Golf Course Redevelopment was completed in June 2025. Staff is currently coordinating with the Club regarding the deeds, easements and bills of sale needed to complete the requirements of the associated Permit Agreement.

The Club at Ibis submitted permit and plat applications for the redevelopment of their Clubhouse Facility to include new padel courts, pickleball courts and tennis courts along with a new restroom building with proposed encroachment into an existing Water Management Maintenance Easement (WMME) surrounding a Unit 18 Ibis Golf and Country Club Master Stormwater Management System lake. The plat and plans are currently under review, and the District Engineer continues to coordinate with the Club to ensure provision of necessary legal access to the existing master system lakes.

No other significant activity has occurred in the past year.

UNIT NO. 19 (REGIONAL CENTER)

No significant activity has occurred in the past year.

UNIT NO. 19A (REGIONAL CENTER IRRIGATION SYSTEM)

No significant activity has occurred in the past year.

UNIT NO. 20 (JUNO ISLES)

No significant activity has occurred in the past year.

UNIT NO. 21 (OLD MARSH)

No significant activity has occurred in the past year.

UNIT NO. 23 (THE SHORES)

No significant activity has occurred in the past year.

UNIT NO. 24 (IRONHORSE)

The District Engineer continues to coordinate with FDOT and their consultants regarding the expansion of the Florida Turnpike (SR91) in the area of the Unit's connection to the outfall canal to ensure the Unit and Northern's access to maintained facilities are not impacted by the proposed expansion.

No other significant activity has occurred in the past year.

UNIT NO. 25 (PALM BEACH INTERNATIONAL RACEWAY)

No significant activity has occurred in the past year.

UNIT NO. 27B (BOTANICA)

No significant activity has occurred in the past year.

UNIT NO. 29 (NORTH FORK)

No significant activity has occurred in the past year.

UNIT NO. 31 (BALLENISLES COUNTRY CLUB)

Northern met with the BallenIsles Community Association (BICA) in August 2025 to discuss how to better accommodate the multiple uses of the pedestrian pathway within the Community. A purchase order was issued to Keshavarz & Associates, Inc. to update a 2007 pathway study on BallenIsles Boulevard and Keshavarz completed the study update in February 2026. BICA is currently evaluating the provided options for next steps.

In March 2026, BallenIsles Country Club applied for a permit to develop a private 9-hole golf course and putting green in the southwest corner of the site. The development work will include reshaping of an existing Unit 31 BallenIsles Country Club Master Stormwater Management System lake and construction of a golf cart crossing on BallenIsles Drive to access the proposed course. The permit is expected to be issued within the next few weeks, with construction commencing by the end of the year.

No other significant activity has occurred in the past year.

UNIT NO. 32 (PALM COVE)

No significant activity has occurred in the past year.

UNIT NO. 32A (PALM COVE SUB-UNIT)

No significant activity has occurred in the past year.

UNIT NO. 34 (HIDDEN KEY)

No significant activity has occurred in the past year.

UNIT NO. 38 (HARBOUR ISLES)

No significant activity has occurred in the past year.

UNIT NO. 41 (MYSTIC COVE)

No significant activity has occurred in the past year.

UNIT NO. 43 (MIRASOL)

Permits were issued to Mirasol Club Association, Inc. in early 2025 for improvements to the Mirasol Sales Center and Indoor Pickleball Courts and for the Mirasol Racquet Club and Pickleball Courts. Construction associated with the permitted works, which included direct connections into drainage structures which are part of the Unit 43 Mirasol Master Stormwater Management System, were completed over the last year. Permitted improvements associated with the Mirasol Golf Amenity and Maintenance Building are expected to be complete before the end of 2026.

On April 20, the Mirasol Master Maintenance Association Board approved modifying the High-Level Maintenance Agreement (HLMA), making Northern responsible for the maintenance of the lake interconnect pipes/culverts. The Third Amendment to the HLMA was approved by Northern's Board on September 23, 2026, and became effective on October 1, 2026. Funds are included in the proposed 26/27 Budget.

No other significant activity has occurred in the past year.

UNIT NO. 44 (THE BEAR'S CLUB)

No significant activity has occurred in the past year.

UNIT NO. 45 (PASEOS)

No significant activity has occurred in the past year.

UNIT NO. 46 (JUPITER COUNTRY CLUB)

No significant activity has occurred in the past year.

UNIT NO. 47 (JUPITER ISLES)

No significant activity has occurred in the past year.

UNIT NO. 49 (NORTHERN PALM BEACH COUNTY BUSINESS PARK)

No significant activity has occurred in the past year.

UNIT NO. 51 (FRENCHMAN'S HARBOR)

No significant activity has occurred in the past year.

UNIT NO. 53 (ARDEN)

The District Engineer regularly works with General Counsel to ensure easements needed to accommodate Northern's maintenance responsibilities as identified in the current Plan of Improvements (POI) for Unit 53 are obtained from the landowner.

The District Engineer administered the public bid for PRJ 644 Arden Linear Park, Phase 3. The POI for the Unit includes a Linear Park with an irrigated, landscaped buffer and walking trail along the western and northern property boundaries as Public Improvements. As project engineer, Michael B. Schorah & Associates, Inc. completed plans associated with the remainder of the Linear Park Public Improvements. The project was publicly bid in October 2025, and a contract was awarded to BrightView Landscape Development, Inc. Construction was completed in September 2026, and final punch list items are being addressed.

The District Engineer continues to coordinate with Lennar and the Project Engineer regarding those portions of the Linear Park constructed by Lennar adjacent to Pod D-SW and Pod I-North. These Linear Park Public Improvements were paid for directly by Lennar and will be conveyed to Northern for ownership and maintenance, as contemplated in the Unit 53 POI.

In September 2026, the Board approved a Memorandum of Understanding with the School Board of Palm Beach County to place signal flashers on Cane Field Trace to serve Saddle View Elementary School. Cane Field Trace is owned and maintained by Northern, and the School Board agreed to reimburse Northern for the signal flasher improvements. The firm of Simmons & White, Inc. was requested to provide signing and pavement marking plans including school zone flashers for Cane Field Trace which were completed in late 2025. Upon approval from Palm Beach County, Northern requested prices from three contractors for installation of the required flasher assemblies. The low bidder was Ferreria Construction Co., Inc. and a purchase order was issued to Ferrera Construction at the August 2026 Board. The flasher assemblies are expected to be installed by the end of 2026.

Northern continues to work with Palm Beach County regarding the perpetual maintenance of the flasher assemblies.

No other significant activity has occurred in the past year.

UNIT NO. 54 (ARTISTRY LAKES)

The District Engineer, in conjunction with the Project Engineer, Simmons & White, Inc. and the Developer, KH Artistry Lakes, completed the Plan of Improvement (POI) for the Unit. The Resolution for adoption of the POI was advertised as required by Section 298.301, Florida Statutes, and a Public Hearing was held September 24, 2025. Development of the Report of Engineer was then authorized by the Board on September 24, 2025, following the Public Hearing.

At the request of the Landowner, the established 446.14-acre Unit boundary was amended to remove approximately 7.78 acres of property, leaving a total Unit acreage of 438.35 acres. The new Unit boundary was established under Resolutions adopted by Northern's Board of Supervisors on January 28, 2026 and February 25, 2026.

In March 2026, the real property contained within the boundary of Unit 54 was involuntarily annexed from unincorporated Palm Beach County into the Village of Wellington by Ordinance 2026-03.

The District Engineer subsequently developed the Report of Engineer establishing the land uses and determined benefits for the Unit. On May 27, 2026, the Board adopted the Plan of Improvements and the Report of Engineer for Unit 54 by Resolution No. 2026-04.

The Phase 1A Public Improvements are being installed by KH Artistry's contractor under the supervision of the Project Engineer, Simmons & White, and are being paid for by KH Artistry Lakes, LLC. The Phase 1A Public Improvements consisting of water and wastewater distribution systems, lake excavation, lake to lake interconnect piping and the project's drainage control structure will be given (donated) to Northern and/or another governmental entity as stipulated in the POI via Bill of Sale once the improvements have been inspected and certified complete by the Project Engineer. All Phase 1A Public Improvement utilities and services have been installed, and private roadway work is scheduled to be completed by the end of the year dependent on the weather.

The second phase of construction, Phase 1B, was advertised for public bid on October 25 and November 1, 2026, with a contract consisting of water and wastewater distribution systems, lake excavation and lake-to-lake interconnect piping expected to be awarded in December 2026.

No other significant activity has occurred in the past year.

CALDWELL PACETTI
EDWARDS SCHOECH & VIATOR LLP

ATTORNEYS AT LAW

KENNETH W. EDWARDS
CHARLES F. SCHOECH
MARY M. VIATOR
WILLIAM P. DONEY

P.O. BOX 68
LOXHATCHEE, FLORIDA 33470

www.caldwellpacetti.com

TELEPHONE: (561) 655-0620

November 18, 2026

Board of Supervisors
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

Re: Caldwell Pacetti Edwards Schoech & Viator LLP – 2026 Annual Report

Dear Board Members:

On behalf of Caldwell Pacetti Edwards Schoech & Viator LLP and in accordance with Northern's customary practice, the following is a brief summary of the nature and extent of various legal matters we have assisted in as General Counsel for Northern, together with our opinion on Northern's compliance with its enabling legislation and Florida law during the past twelve months.

Throughout Northern's last twelve months, we have attended or assisted in:

1. All of Northern's general staff and agenda review meetings.

2. All regular or specially set Landowner and Board of Supervisors meetings.

3. Committee meetings on various issues and topics.

4. Meetings with residents, owners and developers of land within Northern's Units of Development, representatives of other governmental entities and Northern's staff and consultants in order to assist, address, resolve, coordinate, interpret or issue legal opinions on such matters and issues as have arisen regarding Northern's administrative operation and the implementation, construction and maintenance of Northern's public infrastructure improvements.

5. The preparation or review of legal opinions, resolutions, agreements, numerous easements, deeds, releases, financial documents, legal advertisements and provision of such legal advice as was requested in order to assist Northern in the operation and timely provision of its services.

6. The provision of interpretations, opinions and recommendations for compliance with Northern's enabling legislation and other pertinent rules, regulations and laws of the State of Florida.

7. The provision of information on and implementation of State legislative bills pertaining to special districts.

8. The review of all construction project manuals before bidding and after executions by the contractor but prior to Board execution.

9. The review and provision of an Issuer Counsel opinion for the sale of $18,910,000 Refunding Bonds.

10. Assisted with the preparation and adoption of the Unit No. 54 Plan of Improvements and Report of Engineer.

11. The obtaining of a Validation Judgment for the sale of up to $80,850,971.70 Bonds for Unit No. 54.

In conclusion and based upon the current laws of the State of Florida, judicial opinions thereon and our interpretations thereof, we wish to advise you that to the best of our knowledge and belief, Northern throughout its last fiscal year has operated in compliance with all substantive and material provisions of its enabling legislation and the laws of the State of Florida.

Respectfully Submitted,

Caldwell Pacetti Edwards Schoech & Viator LLP

Independent Auditors' Report

CBIZ CPAs P.C.

2505 NW Boca Raton Blvd.
Suite 202
Boca Raton, FL 33431

P: 561.241.1040

February 18, 2026

To the Board of Supervisors and the Executive Director
Northern Palm Beach County Improvement District

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Northern Palm Beach County Improvement District (the "District") for the fiscal year ended September 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and Chapter 10.550, Rules of the Auditor General, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 10, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the fiscal year ended September 30, 2025, with the exception of the implementation of Governmental Accounting Standards Board ("GASB") Statement No. 101, *Compensated Absences* and GASB Statement No. 102, *Certain Risk Disclosures* which had no material impact on the financial statements. We noted no transactions entered into by the District during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting the financial statements presented during the fiscal year ended September 30, 2025.

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

Difficulties Encountered in Performing the Audit

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

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. No such adjustments were noted in the current year.

Disagreements with Management

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

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 18, 2026.

Related Party Relationships and Transactions

Significant Unusual Transactions

For purposes of this letter, professional standards define *significant unusual transactions* as transactions that are outside the normal course of business for the District or that otherwise appear to be unusual due to their timing, size or nature. We did not identify any significant unusual transactions during our audit.

Related Party Relationships and Transactions

As part of our audit, we evaluated the District's identification of, accounting for, and disclosures of the District's relationships and transactions with related parties as required by professional standards. We did not identify any related parties or related party relationships or transactions that were previously undisclosed to us; significant related party transactions that have not been approved in accordance with the District's policies or procedures or for which exceptions to the District's policies or procedures were granted; or significant related party transactions that appeared to lack a business purpose.

Management Consultations with Other Independent Accountants

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

Other Audit Findings or Issues

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

<u>Other Matters</u>

We applied certain limited procedures to the Management's Discussion and Analysis and Budgetary Comparison Schedule – General Fund, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the

information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining nonmajor fund financial statements, and other supplementary financial data and schedules, as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

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

Restriction on Use

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

Very truly yours,

CBIZ CPAs P.C.

CBIZ CPAs P.C.
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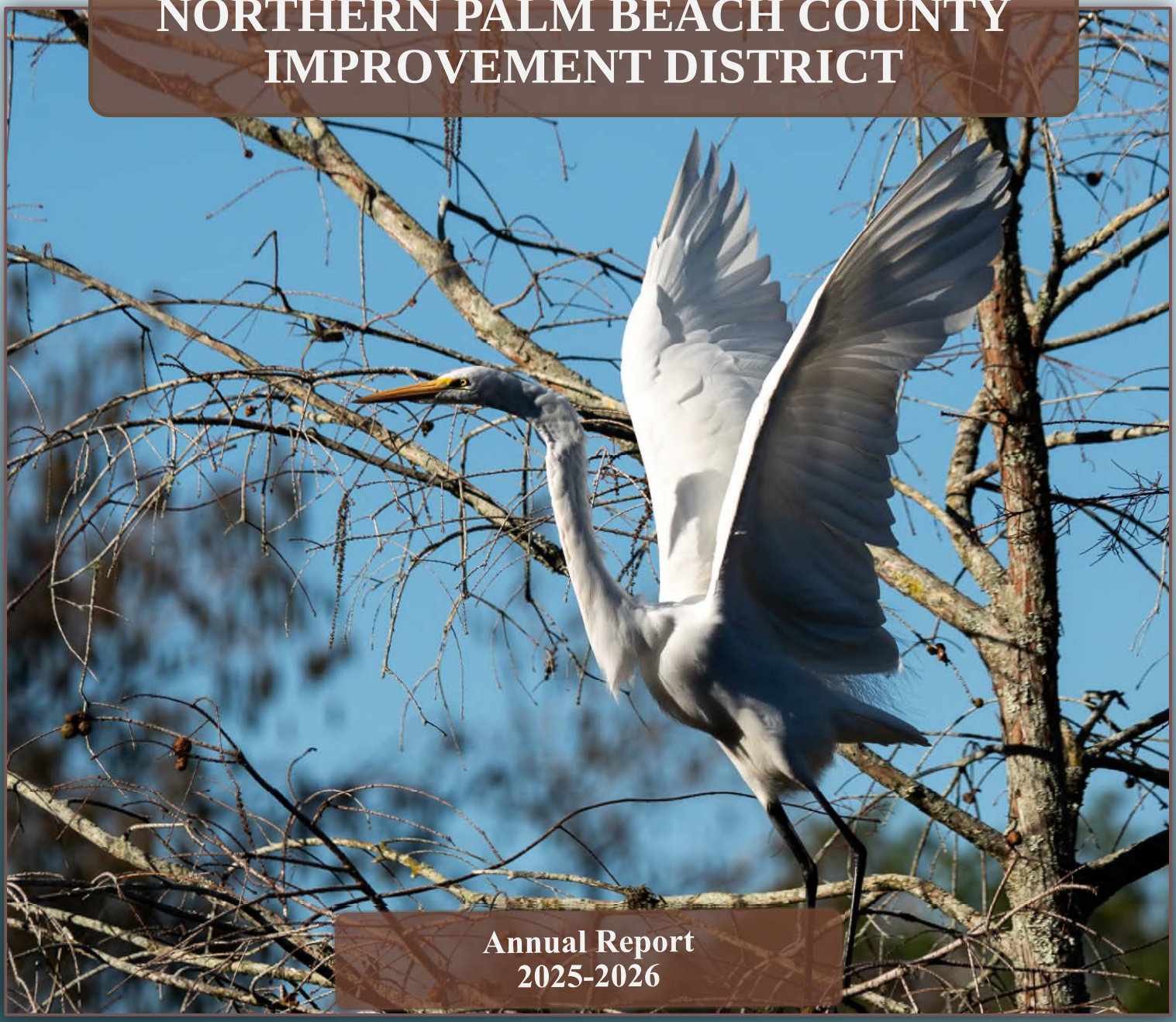
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT



Annual Report 2025-2026

BOARD OF SUPERVISORS



Brian LaMotte
Treasurer



Ellen T. Baker
Vice President



Matthew J. Boykin
President



L. Marc Cohn
Secretary



Gregory Block
Board Member

ADMINISTRATIVE OFFICIALS

Kimberly Leser, PE
District Engineer

Dan Beatty, PE, MPA
Executive Director

Katie Roundtree, CPA, CPFO
Director of Finance & Administration

OPERATIONS AND MAINTENANCE

Northern is responsible for an extensive stormwater management system within a 128-square-mile jurisdiction in four regional basins. This jurisdiction is located in northern Palm Beach County, extending from Southern Boulevard (State Road 80) north to the Palm Beach/Martin County line, and includes portions of eleven municipalities and unincorporated Palm Beach County. Northern utilizes an advanced radio telemetry system to monitor and operate facilities at 74 sites throughout this area. This system enables Staff to manage 15 pump stations and 42 operable structures, as well as remotely monitor and control water levels. Satellite and cellular technology are enhancing the system, allowing for better reliability in areas with weak or obstructed radio signals.

Northern's impact goes far beyond the provision of stormwater protection. A wide array of infrastructure is also owned and maintained, including roadways, sidewalks, streetlights, aerators, park improvements, culverts, and catch basins. Maintenance of older, existing infrastructure is critical for the successful operation of the District. As the District ages, so does the infrastructure that was built within the past 67 years. This year's projects have included culvert and catch basin cleaning and repairs, outfall structure replacements and enhancements, sidewalk maintenance and replacements, park upgrades, road maintenance, telemetry upgrades, preserve structure repairs, and canal bank and berm maintenance. Northern's annual budget includes these improvement, replacement and maintenance projects. Projects included in Northern's Five-Year Maintenance and Capital Improvement Plan total over $40 million, funded from maintenance assessments, undesignated reserves, bonds and bank loans.

This year, approximately $7.0 million was spent on operations, maintenance and renovations to existing facilities. Of that amount, about $2.0 million was spent on repairs and maintenance to the over 660 aerators within the various Units of Development. Over $2.6 million was spent on culvert and catch basin repairs and maintenance, mainly in 22 Units of Development. Northern completed several sidewalk and curb repair and replacement projects, most of which were necessitated by maturing tree roots causing uplift within sections of sidewalk. Approximately $350,000 was spent on preserve structure renovations and maintenance, which included wooden structure renovations, renovations to ADA accessible trails and repairs to the many miles of fences surrounding the over 2,000 acres of preserves within the District.



EMERGENCY PREPAREDNESS

Northern Staff is well-prepared and ready to respond to storm events in multiple areas, including debris removal, canal clearing, system operation, redundant communications, backup generators, portable generators, above-ground fuel storage, and transportation equipment. The Emergency Operations Center/ Administration Building is designed to withstand a "Category 5" hurricane. Facilities and systems are checked regularly to ensure optimal results. Northern works closely with many different governmental agencies in the event of a storm. Staff is in contact with these local government organizations before, during and after a storm event. Northern's systems, operations, and maintenance programs, as well as its equipment and training, significantly enhance Staff's ability to respond to emergencies. Before and during the rain events in October 2026, the system performed well. Staff lowered water levels as needed and responded to concerns from homeowners'/ property owners' associations, as well as landowners. We have implemented new equipment in several areas that were prone to losing radio signals to monitor water levels using satellite and cellular technology. As trees have grown taller around structures built thirty years ago and new development has occurred, radio signals are not as reliable in some densely populated areas. Staff is continually finding ways to better respond to emergency situations in order to provide critical stormwater maintenance to residents served by the District.

CONSTRUCTION AND CONTRACT ACTIVITY

Northern expended approximately $6.96 million on capital construction projects during the past fiscal year. Bond Funds, Landowner contributions, and Special Revenue Maintenance Funds provided the funds needed to complete construction activities, ensuring the financial stability of our projects.

In Unit of Development No. 5A, Vista Center, Staff completed about $1.9 million in contract projects, primarily repairing and replacing culvert pipes. In Unit of Development No. 18, Ibis Golf and Country Club, approximately $450,000 in contract projects were under construction to replace control panels and emergency standby generators at the pump stations. In Unit of Development No. 21, Old Marsh, approximately $235,000 in contract projects were under construction to replace control panels at the pump station. In Unit of Development No. 53, Arden, approximately $1.7 million in contract projects were completed this year, including the final phase of the linear park construction.

Unit of Development No. 54, Artistry Lakes, continued to work through crucial initial steps this year. The Plan of Improvements and Report of Engineer were approved following a Public Hearing held on May 27, 2026. At that meeting, the Board also approved adopting the Tax and General Bond Resolutions as first steps toward the District's issuance of bonds. On August 24, 2026, the District Counsel, Bond Counsel, District Engineer and Staff attended a bond validation proceeding in the Circuit Court. On August 25, 2026, Northern received a Final Judgment validating and confirming the bonds for Unit 54. At the October 28, 2026 meeting, the Board approved Resolution No. 2026-10, supplementing the General Bond Resolution with certain details of the first series of bonds. Bonds are anticipated to be sold in January 2027. Phase 1B construction is being bid in October/November 2026, with award at the December 2026 Board meeting.



BOARD OF SUPERVISORS AND ORGANIZATIONAL STRUCTURE

Northern's Board of Supervisors held 17 Regular Board and Committee Meetings this year. Supervisors L. Marc Cohn, Gregory Block and Brian LaMotte were unopposed for their seats in the 2026 election.

Job description analysis and organizational structure review are completed annually, and new positions are created or revised job duties are assigned as needed. The Fiscal Year 2025/2026 budget included a new Engineering position to assist the Operations Department. One longtime staff member transitioned to a part-time position. There are 24 full-time employees in the District and four part time employees. In addition, Northern employs two interns to assist and learn from Staff in accounting and the Engineering Department employs one experienced part-time position for project review.

GOALS AND OBJECTIVES

Effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (HB 7013) and creating Section 189.0694, Florida Statutes. This statute requires that the District establish goals and objectives and create performance measures and standards to evaluate the District's achievement of those goals and objectives. In September 2024, the Board adopted Resolution No. 2024-08 listing the District's goals, objectives, performance measures and standards to meet the requirements of Section 189.0694, Florida Statutes. During Fiscal Year 2026, the District was in compliance with all goals and objectives adopted by the Board of Supervisors.

BUDGET AND FINANCIAL MANAGEMENT

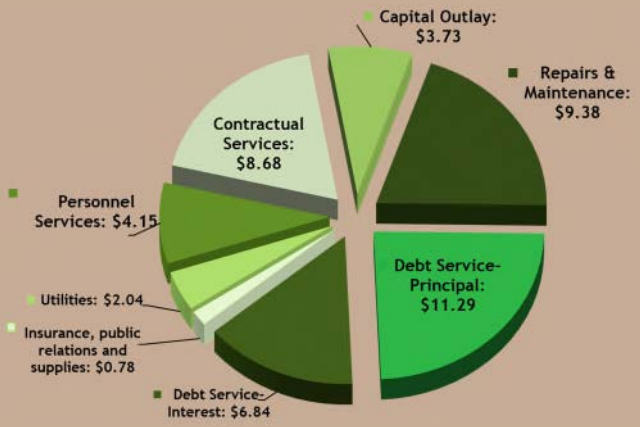
CBIZ, Inc. (fka Marcum LLP) audited Northern's Annual Financial Report for the fiscal year that ended September 30, 2025, and issued an unmodified opinion. An unmodified opinion indicates that, in all material respects, the financial statements fairly present Northern's financial position and the respective changes in its financial position. Northern has never received less than an unmodified opinion on its financial statements. In addition, there were no adverse Management Letter comments.

During the fiscal year 2025/2026, Northern expended approximately $46.7 million on various costs. These expenses included $19.9 million in debt service costs, $6.6 million in capital outlay and $17.0 million in maintenance/operations costs. Special assessments, landowner funds, interest earnings and debt proceeds funded these expenditures.

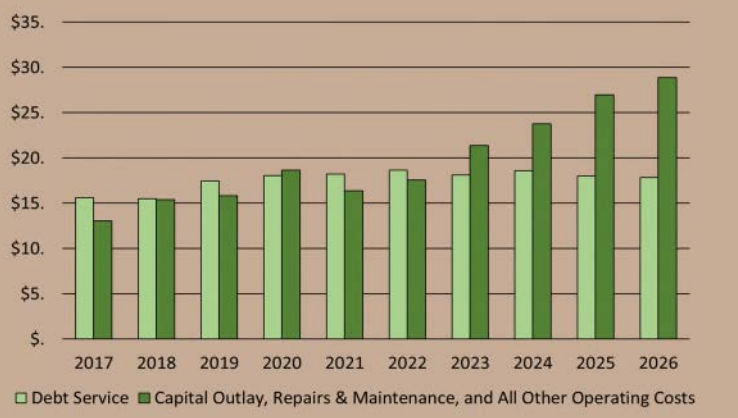
The recommended Fiscal Year 2025/2026 Budget of approximately $46.9 million represented a 4.3% increase from the Fiscal Year 2024/2025 Budget (Northern does not budget for Capital Outlay paid from bond proceeds or Landowner funds). The main components of the increased budget were contractors' requests for rate increases, higher material costs, culvert inspections and cleaning, and using a smaller fund balance to support necessary maintenance projects. Actual expenses in budgeted funds (as of October 2026 before all accruals) were approximately $42.3 million. Several larger culvert projects were delayed this year because major culvert projects in other areas took precedence or took longer than anticipated. Funds not expended during the current fiscal year will roll into undesignated reserves and be budgeted in a future year. In addition, a large road overlay project in Unit of Development No. 16 was put on hold while additional street lights are installed.

As a practice, Northern maintains between 20% and 25% of budgeted funds as undesignated reserves. These reserves have proved essential when natural disasters or unplanned emergency maintenance have necessitated immediate spending.

Total 2025/2026 Budget



TOTAL BUDGET—10 YEAR HISTORY



PUBLIC RELATIONS

Northern's website, **www.npbcid.org**, provides up-to-date, valuable information for landowners and interested parties. The website is user-friendly and compliant with ADA Regulations. A screen-reading function is in place to enable individuals with visual impairments to access documents using software that is easily adaptable to screen-reading technology. A public GIS site is available through the website for residents and contractors to obtain information about the District. Finally, the permit application is available for online completion and submission, rather than requiring paper forms to be sent in. The public can also pay permit-related fees or other invoices through the online payment portal on Northern's website. Northern provides monthly and quarterly articles in newsletters published by various communities. Press releases and pertinent information are supplied to many communities through Homeowners' or Property Owners' Association contacts. Northern Staff's active participation in annual meetings in many communities, as well as their service on the Boards and Committees of various organizations that impact Northern and give back to the community, demonstrates our commitment and dedication to our stakeholders.

USE OF TECHNOLOGY

Our Geographic Information System (GIS) program is continually upgraded, with new layers of data and updated information added as they are collected. This powerful tool is not only for our internal use, but it's also accessible to contractors and the public through a platform on our website, www.npbcid.org. This platform allows users to view most of Northern's infrastructure locations and District boundaries, promoting transparency and engagement.

Drones have proven to be invaluable tools for observing and inspecting our facilities and construction sites. By providing an aerial perspective, they offer data on Northern's facilities that is far superior to that obtained from ground-level observation. It is also a helpful tool for permit inspections, allowing Staff to see construction sites from a different angle and identify problems before they escalate.

Northern prioritizes cybersecurity by continually implementing new practices and upgrading technology to defend against attacks. We integrate constant system monitoring and testing into our daily routines, ensuring that staff members are trained and tested for compliance. Additionally, we maintain backup and recovery systems to prepare for any potential breaches.

Remote telemetry is a technology used to monitor and operate pump stations and control gates remotely. It provides Staff 24-hour access to the system, allowing them to remotely respond to alarms within minutes. Cameras have been installed at several critical sites to remotely monitor illegal activities and observe water flow. These cameras are an integral part of our stormwater management program when experiencing storm events with significant floating debris.

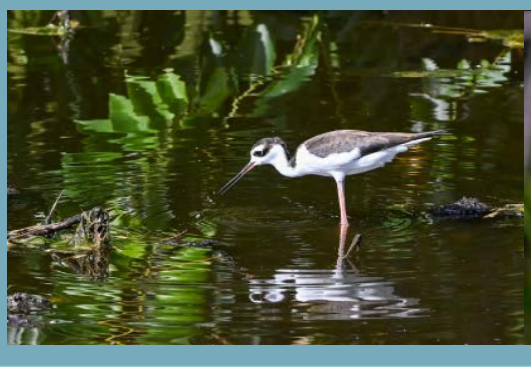
A permitting workflow process has been developed to allow electronic submission of permit applications, which are then routed to various Northern staff members for review and action. The system can set reminders for both Staff and permittees regarding required documentation and notify permittees of deadlines that may affect their permits. Permittees can complete permit applications online through Northern's website and pay application, review, or inspection fees using an online payment processing portal.

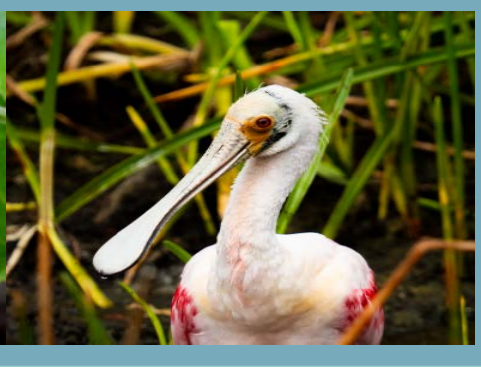
ENVIRONMENTAL STEWARDSHIP

Northern's ownership and maintenance of thousands of acres of preserves, dry detention areas, water bodies, wetlands, and other natural areas encompasses more than just preservation; it reflects an ongoing commitment to protecting and enhancing the unique natural ecosystems within our communities. This commitment is demonstrated through the $6.4 million invested annually in aquatic vegetation management, wetland maintenance, water quality monitoring, natural area management, and habitat restoration. Each Unit of Development has specific environmental management and maintenance needs. Maintaining these natural areas is essential to controlling invasive and exotic vegetation, protecting native plant communities, and preserving the ecological integrity of these ecosystems. Careful planning, ongoing monitoring, and adaptive management are central to Northern's maintenance strategies.

Northern manages over 1,300 acres of water, 50 miles of canals, 2,000 acres of preserves, 370 water bodies, 100 acres of dry detention areas, and 280 acres of created wetlands. These natural areas provide valuable habitat for a diverse range of native wildlife. Northern's Environmental Staff visit and monitor these areas daily, providing them with unique opportunities to observe and photograph the natural beauty of South Florida. Their dedication to environmental stewardship is reflected in the care and attention given to maintaining these important natural resources. The preserves are an integral part of many residential communities, providing valuable green spaces and protecting remnants of native Florida ecosystems for future generations.

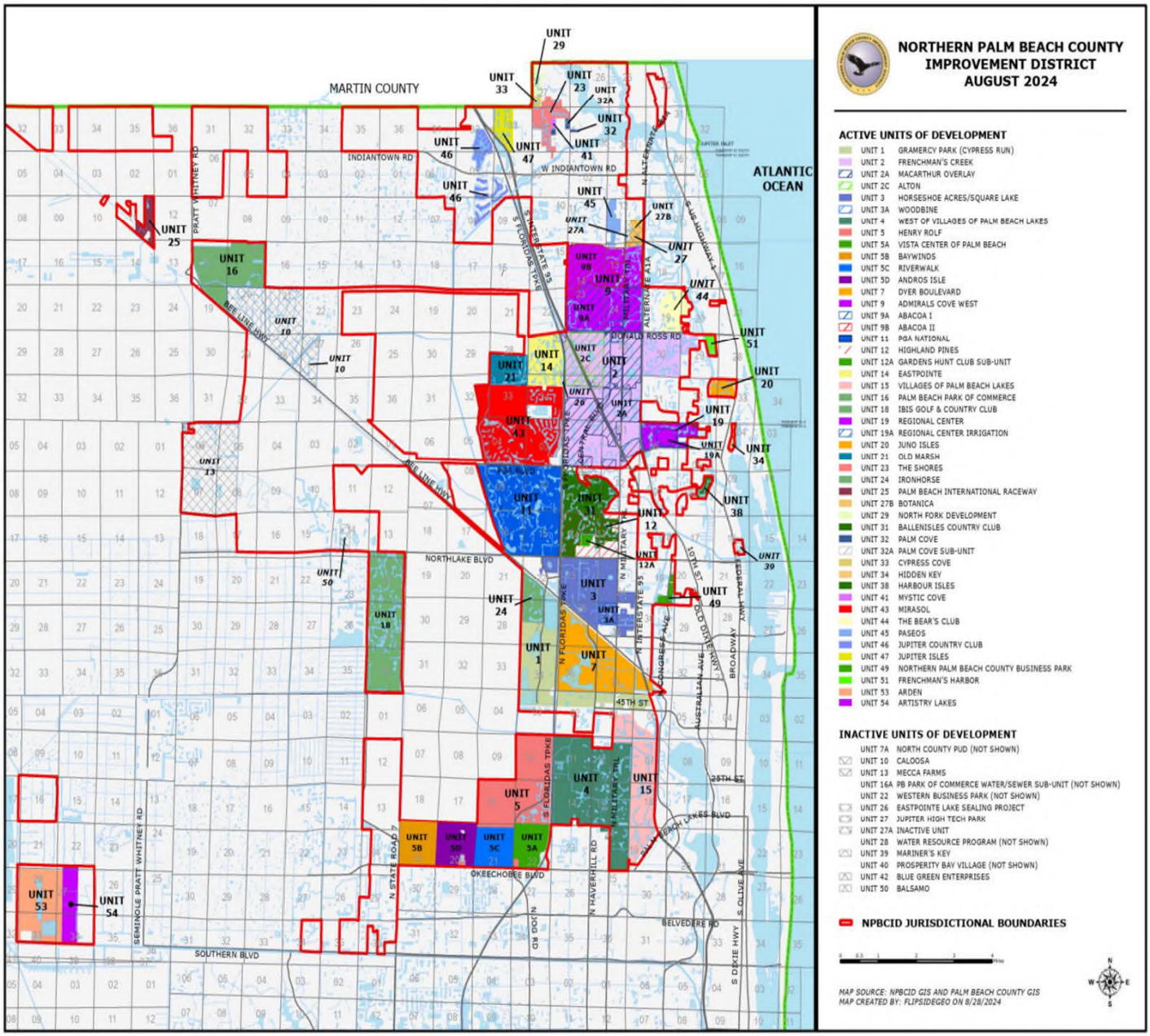
Habitat restoration and the reestablishment of native vegetation continue to be important priorities for Northern's Environmental Staff. Areas where native vegetation has declined over time, including wetlands and upland habitats, are being restored through targeted management and supplemental native plantings. These efforts help improve habitat quality, promote biodiversity, and support the many species of birds, fish, reptiles, and mammals that depend on these ecosystems. Within Abacoa, accessible nature trails provide opportunities for individuals of varying abilities to experience these natural areas, while additional pathways and trails throughout the District allow residents to enjoy the preserves. Northern also continues to explore and implement biological and environmentally responsible aquatic vegetation management techniques to reduce reliance on traditional chemical treatments, where practical. Through these ongoing efforts, Northern remains committed to preserving the ecological integrity of its natural areas while ensuring these valuable resources can be enjoyed and appreciated by future generations.





OUR MISSION STATEMENT

Northern's mission is to improve the quality of life through excellent public service in the areas of flood protection, land stewardship and infrastructure development.



Northern Palm Beach County Improvement District
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Palm Beach Gardens, FL 33418

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REGULAR MEETING AGENDA
ADMINISTRATIVE BUILDING AND EOC
359 HIATT DRIVE
PALM BEACH GARDENS, FLORIDA
November 18, 2026
8:00 a.m.

1) Roll Call

2) Establish a Quorum

3) Administer Oaths of Office to New Supervisors

4) Additions or Deletions to the Agenda

5) Approval of Minutes

   a) October 14, 2026 Engineering Review Committee Meeting
   b) October 28, 2026 Regular Meeting

6) Nomination & Election of Officers:
   a) President
   b) Vice President
   c) Secretary
   d) Assistant Secretary
   e) Treasurer
   f) Assistant Treasurer

7) Consider Appointments:
   a) Committee Appointments
   b) Intergovernmental Representatives & Miscellaneous Appointments

8) Comments from the Public for Items not on the Agenda

9) **Consent Agenda (Ask for Public Comment before approving Consent Agenda)**

   a) Unit No. 2C – Alton
      Consider Acceptance of Bill of Sale

   b) Unit No. 9 – Admirals Cove West
      Consider Purchase Order to Nu-Pipe, LLC

   c) Unit No. 53 – Arden
      Consider Authorization to Close Trust Accounts

   d) Payment Requests

10) **Regular Agenda**

a) Multi-Unit
Consider Approval of Piggyback Agreement with Florida Sidewalk Solutions
Ask for Public Comment

b) Unit No. 2 – Frenchman's Creek
Discuss Shady Lakes Stormwater Culvert Interconnect Ownership & Maintenance
Ask for Public Comment

c) Unit No. 3 – Horseshoe Acres/Square Lake
Unit No. 49 – Northern Palm Beach County Business Park
Consider Engineering Review Committee Recommendation
Ask for Public Comment

d) Unit No. 54 – Artistry Lakes
Consider Non-Interference Agreement
Ask for Public Comment

e) General
Report on Compliance with Goals & Objectives

11) Miscellaneous Reports:

a) Engineer
b) Attorney
c) Executive Director - Public & Community Relations Report

12) Receive and File

13) Comments from the Board

14) Adjourn

Please note the following upcoming meetings:

December 16, 2026 – 8:00 a.m.- Regular Meeting
January 27, 2027 – 8:00 a.m.- Regular Meeting

MINUTES
ENGINEERING REVIEW COMMITTEE MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
October 14, 2026

The Engineering Review Committee met on October 14, 2026 at approximately 8:00 a.m. in the Northern Administrative Complex, 359 Hiatt Drive, Palm Beach Gardens, Florida.

1) ROLL CALL

The full membership of the Committee, comprised of Board Supervisors Ellen T. Baker and Brian J. LaMotte, was present.

Also present were Executive Director Dan Beatty; District Engineer Kim Leser; General Counsel Kenneth W. Edwards of Caldwell Pacetti, et al.; Director of Finance & Administration Katie Roundtree; District Clerk Susan Scheff; Director of Operations Ken Roundtree; Staff Engineer Joe Kusnir; George Elmore of Hardrives Industries; Greg Fagan of Fagan Engineering; and Gail Horvath and Vicki Miller of PGA National (Unit 11).

2) ESTABLISH A QUORUM

Ms. Baker announced that a quorum was present and that it was in order to consider any business to come before the Committee.

3) ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Beatty reported that there were no additions or deletions to the agenda.

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

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

5) REGULAR AGENDA

a) Unit No. 3 – Horseshoe Acres/Square Lake
Unit No. 49 – Northern Palm Beach County Business Park
Discuss City of Palm Beach Gardens Annexation Request

Mr. Beatty stated that this was an item requested by the City of Palm Beach Gardens, noting that their City Engineer, Todd Engle, was supposed to attend the meeting to explain the rationale behind their request but unfortunately, he was not in attendance. Mr. Beatty explained that the City is requesting annexation of five parcels of property located within Northern's Unit 3, Horseshoe Acres and Unit 49, Northern Palm Beach County Business Park. Mr. Beatty stated that he is not prepared to explain the rationale behind the City's request, but the Committee can discuss the request and Mr. Edwards could advise of any potential impacts.

Mr. LaMotte stated that the City would have to establish a Funding Agreement to pay any of Northern's Staff, engineering or legal fees to research the matter, and he would like an explanation as to why the City is requesting annexation.

Ms. Baker wanted to know why an annexation request would not go to the voters.

A general discussion followed with regard to voluntary versus involuntary annexation, whether all of the surrounding properties are currently located within Palm Beach Gardens, and waiting until Northern has more information before moving forward.

Mr. Edwards suggested that since some of the property is within unincorporated Palm Beach County, Northern should also require confirmation that the Property Owners Association and/or affected landowners have been advised and approve of the annexation.

A **motion** was made by Mr. LaMotte, seconded by Ms. Baker and unanimously passed recommending the Board authorize moving forward with consideration of the request so long as the City of Palm Beach Gardens provides Northern with a Funding Agreement covering Northern's

costs, assurance that the adjacent landowners have consented to the annexation, and the reason why they are requesting the annexation.

b) Unit No. 11 – PGA National
Discuss Landowner Request for Amendment to Plan of Improvements

Mr. Beatty reported that Northern received a letter from the PGA Property Owners Association (PGA POA) requesting a potential amendment to the Plan of Improvements (POI) for additional landscaping and other hardscape. He stated that representatives from the PGA POA were in attendance and invited them to address the Committee.

Gail Horvath, Treasurer for the PGA POA, addressed the Committee and acknowledged that Vicki Miller, the POA Vice President, was also in attendance.

Ms. Horvath explained that, as the letter states, the PGA POA is considering a substantial renovation of the entrances to the development and, after conversations with Northern Staff regarding the POI, they are requesting the POI be modified to include anything within the scope of their potential renovation project that is not currently included in the existing POI. She stated that the PGA POA has engaged Urban Design Studio (UDS) as their land planner for this project. She also stated that the PGA POA was hoping that the cost of the POI Amendment could be funded from Northern's unencumbered reserves for Unit 11.

A general discussion followed with regard to the property to be renovated, some of which is owned by Northern and some by the PGA POA, and various ways to go about proceeding with the implementation of improvements.

The discussion continued with regard to the need for a preliminary discussion with UDS, following their initial meeting with the PGA POA, regarding which items in the potential plan cannot be undertaken by Northern, what reserve funding is available for initial coordination with UDS to determine what could be included in a POI Amendment, Northern Staff's previous

experience in working with UDS, how the financial burden for these renovations would affect the homeowners, and use of reserve funds for the preliminary administrative cost to consider a potential POI Amendment.

Mr. Edwards asked who the attorney is for the PGA POA in order to coordinate with them, and Ms. Horvath advised that the POA attorney is Evan Bachove. She confirmed that someone can forward Mr. Bachove's contact information to him.

Ms. Horvath asked what the next step would be and Mr. Beatty advised that the request would be for the Committee to recommend to Northern's Board that it consider authorizing the use of reserve funds to proceed with preliminary meetings to discuss an amendment to the POI.

After further discussion with regard to what is already included in the current POI and what Northern does not have the authority to do, a **motion** was made by Mr. LaMotte, seconded by Ms. Baker and unanimously passed recommending the Board authorize Northern Staff and consultants proceed with meetings to discuss a potential Amendment to the Plan of Improvements and authorize the use of reserve funds for Northern's administrative cost associated with this initial endeavor.

c) Unit No. 19 – Regional Center
Discuss Landowner Conveyance and Annexation Request

Mr. Beatty stated that there are multiple components to this next request, adding that the request was previously brought to the Committee and subsequently the Board in February of this year. The Board authorized a Funding Agreement be prepared and funded by the requesting party in order to obtain an appraisal for the subject property, as well as requesting some additional information. He further stated that the appraisal has been completed and is being presented to the Committee for consideration and recommendation to the Board, as well as other issues associated with the potential sale of property and addition of certain real property into the Unit. Mr. Beatty

stated that representatives from Unit 19 are here and asked them to address the Board with regard to their request.

Greg Fagan of Fagan Engineering addressed the Committee on behalf of the Contract Purchaser, Atlantic A1A, LLC, acknowledging that George Elmore of Atlantic A1A, LLC was also in attendance. Mr. Fagan stated that at the last meeting he explained his client's intent to purchase property from the church with an agreement to build a new church and use the remainder of the property for development of some kind, briefly discussing necessary access changes and the possibility of incorporating access into Downtown Palm Beach Gardens. He further explained that they wish to acquire Northern's Water Management Tract adjacent to the church property for the purpose of including the lake in their overall plan for submission to the City of Palm Beach Gardens (City) for approval. Mr. Fagan stated that purchase of the property would be subject to land use zoning approvals from the City.

A general discussion followed with regard to the new church build also being subject to City approvals, questions regarding appropriate water storage as Staff has not yet been provided with the previously requested stormwater management plan, and Northern's conversations with the Mira Flores Developer which has also expressed interest in the lake.

The discussion continued with regard to concerns about the accuracy of the appraisal given the appraiser's use of an "Extraordinary Assumption" to come to its conclusion due to insufficient information as to what type of development is planned for the property. The Committee had many questions due to the lack of information provided.

Mr. Edwards also explained some of the issues Northern is currently experiencing in closing on another property sale, noting that there are other considerations to be made before agreeing to a sale.

After some back and forth between the parties and the Developer's concern regarding the provision of information in a public forum, it was suggested that a Board Member be appointed as a liaison in these discussions in order to make a more informed recommendation to the Committee and/or Northern's Board in the future.

The discussion continued with regard to Northern's Committee recommendation process and the Developer's desire to avoid multiple meetings and streamline their approval process with the City of Palm Beach Gardens.

Mr. Beatty briefly explained what he believes the process moving forward would be once a liaison is appointed, including the integral parties in such discussions.

A **motion** was made by Mr. LaMotte, seconded by Ms. Baker and unanimously passed recommending the Board authorize the appointment of a Board Member liaison to be involved with any future negotiations or meetings regarding the potential sale of the property.

6) RECEIVE AND FILE

The meeting notice was presented for filing.

7) COMMENTS FROM THE COMMITTEE MEMBERS

There were no further comments from the Committee.

8) ADJOURN

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

There being no further business to come before the Engineering Review Committee, the meeting was adjourned.

MINUTES OF A BOARD OF SUPERVISORS MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 10/28/26

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District was called to order at approximately 8:01 a.m. on October 28, 2026, in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida.

1) ROLL CALL

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

Also present were Director of Finance & Administration Katie Roundtree; District Engineer Kim Leser; District Clerk Susan Scheff; Director of Operations Ken Roundtree; Budget & Tax Roll Manager Laura Ham; Programs & Facilities Maintenance Administrator Jared Kneiss; Project Coordinator Polly Scherman; Technical Assistant/Records Management Specialist Kathleen Maloney-Pollack; Staff Engineer Joe Kusnir; Michael Broschart of Nabors, Giblin & Nickerson, P.A.; Todd Engle, Ross Gilmore and Martin Fitts of the City of Palm Beach Gardens; Steve Eaddy of TRB Securities; Jim Sullivan of BGE; and Jim Kraus and Vicki Miller of PGA National (Unit 11) and David and Jill Sherpitis of Eagles Nest.

2) ESTABLISHMENT OF A QUORUM

Ms. Baker 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. Block, seconded by Mr. Cohn and unanimously passed approving the Minutes of the September 23, 2026 Regular Meeting.

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

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

6) CONSENT AGENDA

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

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

a) Multi-Unit
   i) Consider Change Order to Palmera Enterprises, LLC (CO No. 3)
   ii) Consider Purchase Order to Universal Engineering Sciences
   iii) Consider Change Order to C.R. Dunn, Inc. (CO No. 1)

b) Unit No. 2C - Alton
   Consider Purchase Order to Top Dog Industries, LLC

c) Unit No. 9A – Abacoa I
   Consider Purchase Order to WGI, Inc.

d) Unit No. 9B – Abacoa II
   i) Consider Purchase Order to Construction Technology, Inc.
   ii) Consider Encumbrance Modification to Palmera Enterprises

e) Unit No. 23 – The Shores
   Consider Purchase Order to Top Dog Industries, LLC

f) Unit No. 31 – BallenIsles Country Club
   Consider Ratification of Purchase Order to Ferreira Construction Company

g) Unit No. 43 – Mirasol
   Consider Purchase Order to Underwater Hydraulics, LLC.

h) General
   Consider Vehicle Purchase Authorization and Declaration of Surplus Vehicles

i) Payment Requests

7) REGULAR AGENDA

a) UNIT OF DEVELOPMENT NO. 5A – VISTA CENTER OF PALM BEACH

i) Consider Insurance Release

Ms. Roundtree stated that Staff received an Incident Report in August from the Palm Beach County Sheriff's Office and the Vista Center Property Manager that a streetlight had been hit by a vehicle. She further stated the Incident Report detailed that which streetlight had been hit, and the driver's insurance information was provided. Northern Staff contacted the driver's insurance company directly for reimbursement.

Ms. Roundtree reported that the estimate to repair the streetlight is $10,850.00. The insurance company for the driver provided an offer of $10,000.00 as settlement, since that is the limit of the insured driver's policy for property damage. She explained that in order to accept the offer, a Release is required to be signed. After speaking to Mr. Edwards, it was recommended that the Board accept the offer of $10,000.00 as settlement for the damaged streetlight insurance claim and authorize the Executive Director to sign the Release and other future non-judicial related settlement releases in amounts of $25,000 or less, which threshold limit and authorization coincides with Northern's approved Purchasing Policy.

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

A **motion** was made by Mr. Block, seconded by Mr. Cohn and unanimously passed accepting the offer of $10,000.00 as settlement for the damaged streetlight insurance claim and authorizing the Executive Director to sign the Release and other future non-judicial related settlement releases in amounts of $25,000 or less.

ii) Culvert Replacement Project Drone Video

Mr. Beatty explained that Northern recently replaced the culvert in Unit 5A, Vista Center, noting that the original design plan did not work out and an open cut replacement was required. He stated

that David Nadler of Northern's Operation Staff prepared a two-minute timeline video of the process which Mr. Beatty wanted to share with the Board.

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

b) UNIT OF DEVELOPMENT NO. 54 – ARTISTRY LAKES

i) Consider First Amendment to Plat Designation Agreement

Mr. Edwards explained that near the end of 2025, the Developer was pushing to get a plat recorded for the Artistry Lakes subdivision. In order to do so, Northern had to enter into a Plat Designation Agreement which anticipated that there would be three different land use classifications set forth in the Report of Engineer, which had not yet been completed, considered or adopted at that time. He further explained that the initial plat was never recorded, and there is now only one land use classification in the Report of Engineer.

Mr. Edwards also reported that in addition to the reduction of land use classifications, there was also a Unit boundary amendment, and the revised Unit Legal Description is also included in the Amendment. He stated that approval is recommended, adding that the document will be recorded once Northern receives the executed document from the Developer.

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

Ms. Baker, from her perspective as a teacher, voiced her disappointment of the removal of the workforce housing and multi-family home classifications.

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

ii) Consider Supplemental Bond Resolution (2026-10)

Ms. Roundtree stated that in May of 2026, Northern began the bond process for Unit 54, Artistry Lakes, by approving the Tax and General Bond Resolutions, followed by the bond validation hearing on August 24, 2026 and receipt of a Final Judgment validating those bonds. She stated that the next step in the process is to approve a Supplemental Bond Resolution which authorizes Northern to issue

the first series of bonds for Artistry Lakes. She explained that the bond closing is anticipated to occur prior to or during January of 2027 and noted the benefits of the later timing of the bond sale.

Ms. Roundtree then introduced Michael Broschart of Nabors, Giblin & Nickerson, PA, Northern's Bond and Disclosure Counsel, to present the Supplemental Bond Resolution for Board consideration.

Mr. Broschart addressed the Board and stated that the General Bond Resolution included most of the provisions of how bonds will be issued over time, noting that the Supplemental Bond Resolution is specific to the series of bonds anticipated to be issued in January in an amount not to exceed $20 million. He briefly reviewed the Resolution's general provisions and authorizations and concluded his review by asking the Board if they had any questions.

Ms. Roundtree added that this series of bonds will include approximately two years of capitalized interest, which Northern has done in the past, ensuring that Northern does not have to assess for the debt service on those bonds until a later date.

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

A **motion** was made by Mr. Block, seconded by Mr. Cohn and unanimously passed adopting Bond Resolution No. 2026-10.

8) MISCELLANEOUS REPORTS

a) ENGINEER

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

Multi-Unit: Ms. Leser reported that the Pump Station Control Panel Replacement Project is ongoing, noting that Unit 21, Old Marsh, is close to completion and Unit 24, Ironhorse, is moving forward. She stated that the East and West Pump Stations in Unit 18, Ibis will begin following completion of the Unit 24 Pump Station.

Unit No. 5A – Vista Center of Palm Beach: Ms. Leser stated that the Johnson-Davis final payment was approved on the Consent Agenda and she showed some photos of the completed project. She also explained that the Board previously issued a Purchase Order for restoration work on the Emerald Dunes Golf Course in August. She stated that the work is nearly complete and Staff will receive the invoices and conduct inspections prior to reimbursement.

Unit No. 54 – Artistry Lakes: Ms. Leser reported that the Developer's work within Phase 1A is ongoing, explaining that the Developer has paid for the work and will be donating certain of the public improvements in Phase 1A to Northern and the remaining public improvements to other governmental entities. She showed photos of one of the entry roadways, as well as other ongoing work. Ms. Leser stated that the Phase 1B bid package was advertised on October 25 and will run again on November 1, with a bid opening scheduled for December 1. She hopes to bring an Award of Contract to the December Board Meeting for consideration.

b) ATTORNEY

Mr. Edwards reported that the Unit 16, Palm Beach Park of Commerce, sale and purchase of real property is being delayed as they continue to push back the closing. He stated that the purchase is still subject to the Agreement conditions which stipulate a closing date by the end of the year.

c) EXECUTIVE DIRECTOR

Mr. Beatty reported that Northern has been experiencing significant rainfall and all of Northern's systems are operating as designed.

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

9) COMMITTEE REPORTS

a) ENGINEERING REVIEW COMMITTEE
Consider Committee Recommendations

Mr. Beatty reported the Engineering Review Committee (ERC) met on October 14, 2026, adding that there were three items on its agenda for consideration, each of which will be addressed separately.

i) Unit No. 3 – Horseshoe Acres/Square Lake
Unit No. 49 – Northern Palm Beach County Business Park
Discuss City of Palm Beach Gardens Annexation Request

Mr. Beatty reported that the first item involved a voluntary annexation request from the City of Palm Beach Gardens (City); however, the anticipated representatives from the City were unable to attend the ERC Meeting. He stated that they are in attendance at this meeting with a PowerPoint presentation if the Board would like to hear what they have to say.

After confirmation from the Board, Mr. Beatty asked the City representatives to introduce themselves.

Martin Fitts addressed the Board explaining that he is one of the planning managers for the City and the project manager for all annexations into the City. He explained that they contacted Northern as part of their ongoing effort to update the City's charter boundary, noting that they came across a few parcels that Northern owns that he believes were mislabeled as to whether they are within or outside of the City. He displayed slides showing the parcels in question, explaining the reasoning why they are requesting Northern voluntarily annex them into the City. Mr. Fitts then briefly reviewed the annexation process, stating that the City is prepared to pay for all administrative costs and confirming that all affected homeowners would receive public hearing notices.

A general discussion followed with regard to why this annexation request does not get voted on by residents and the City's opinion that no adjacent homeowners will be affected by this voluntary annexation. They briefly discussed the timing of the public hearing process.

Mr. Edwards recommended that this item be tabled as two Board Members were unable to attend today, one of whom is an ERC member, and a full Board is expected next month.

Ms. Baker called for any comments from the public.

A **motion** was made by Mr. Block, seconded by Mr. Cohn and unanimously passed approving tabling this item until the next Regular Meeting being held on November 18, 2026.

ii) Unit No. 11 – PGA National
Discuss Landowner Request for Amendment to Plan of Improvements

Mr. Beatty stated that the next item involves a request from PGA Property Owners Association (POA) for significant renovations within property owned by Northern, as well as property owned by the POA, adding that representatives of the POA are in attendance. He reported that the ERC recommended that Northern Staff, POA representatives and their consultants meet to identify which of their proposed improvements are already included in Northern's Plan of Improvements (POI) and determine if the POI can or should be amended to include additional improvements. The ERC also recommended authorization of the use of Northern Unit No. 11 reserve funds for Northern's administrative cost associated with this initial meeting with the POA.

At this time, Ms. Baker called upon Jim Kraus, who had previously filled out a comment card.

Mr. Kraus approached the Board, gave his address within PGA National and stated that he is the President of the PGA POA. He then asked for some clarification as to the reserves to be used and Ms. Roundtree advised that payment would come from undesignated reserves. He further stated that he was attending the meeting for further clarification as to the ERC's recommendation, but received that information prior to the meeting. He stated that the POA has engaged a land planner and intends to engage an attorney for the discussions with Northern. Mr. Kraus then asked if these initial discussions will be held separate from official ERC meetings and Mr. Beatty responded in the affirmative.

Mr. Kraus thanked the ERC, Northern Staff and Mr. Edwards, stating that the POA is looking forward to moving ahead with this process as soon as possible.

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

A **motion** was made by Mr. Block, seconded by Mr. Cohn and unanimously passed approving the recommendation of the Engineering Review Committee and authorizing the use of undesignated reserve funds for Northern's administrative cost associated with meetings to discuss a potential Amendment to the Plan of Improvements.

ii) Unit No. 19 – Regional Center
Discuss Landowner Conveyance and Annexation Request

Mr. Beatty stated that the last item involves a request for both a boundary expansion of the Unit and a potential land sale. He explained that, following much discussion, the ERC recommended that the Board appoint a Board Member liaison to meet with the development team along with Northern Staff and consultants to further discuss this item before bringing it back to the Board. He reported that Mr. LaMotte expressed an interest in being appointed as the Board liaison for this matter.

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

A **motion** was made by Mr. Block, seconded by Mr. Cohn and unanimously passed appointing Mr. LaMotte as the Board Member liaison to meet with representatives of the requesting party, Northern Staff and consultants to further discuss the requests, as presented.

10) RECEIVE AND FILE

The following items were presented to be received and filed:

- Northern Quarterly Financial Report; and
- Proof of Publication of Meeting Notice

copies of which are contained in Northern's records.

11) COMMENTS FROM THE BOARD

There were no further comments from the Board.

12) ADJOURN

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

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

_____
President

_____
Assistant Secretary

NPBCID BOARD
APPOINTED OFFICERS
As of 11/19/25

BOARD OFFICERS

President	Matthew J. Boykin
Vice President	Ellen T. Baker
Secretary	L. Marc Cohn
Asst. Secretary	Susan P. Scheff
Treasurer	Brian J. LaMotte
Asst. Treasurer	Katie Roundtree

X:\Board\GEN.DOCS\OFFICERS.LST.doc

NPBCID BOARD-APPOINTED COMMITTEES
As of 11/19/25

1. **Legal Committee:** Discusses legal and litigation issues involving the District. Recommends approval of contracts for District Legal Counsels.
   Members:
   Ellen T. Baker
   Brian J. LaMotte

2. **Debt Finance Committee:** Recommends financing and refinancing options for District projects including bank loans and bond issues.
   Members:
   Ellen T. Baker
   L. Marc Cohn
   Matthew J. Boykin (alternate)

3. **Budget, Banking and Audit Committee:** Reviews the District's Annual Budget and Annual Financial Report as well as administering Auditor contract and receiving audit report. Recommends investment decisions and ensures compliance with District Investment Policy.
   Members:
   Gregory Block
   L. Marc Cohn
   Matthew J. Boykin (alternate)

4. **Personnel Committee:** Administers Executive Director contract including performing annual review of the Executive Director. Recommends changes to Employee Personnel Policies.
   Members:
   Ellen T. Baker
   Brian J. LaMotte

5. **Engineering Review Committee:** Recommends approval of construction contracts and engineering contracts. Recommends approval of contract for District Engineer. Recommends engineering and construction policies and ensures compliance with the District Engineering Standards Manual.
   Members:
   Ellen T. Baker
   Brian J. LaMotte

6. **Public Relations Committee:** Reviews public relations program and approves changes to the program.
   Members:
   Ellen T. Baker
   Brian J. LaMotte

7. **Appointment Committee:** Interviews and recommends new Board members to fill vacant seats between elections.
Members:
Gregory Block
L. Marc Cohn
Ellen T. Baker (alternate)

8. **Technology Committee:** Reviews current and future hardware and software technology as well as cybersecurity practices and policies. Recommends upgrades or improvements to technology or technology related contracts as needed.
Members:
Gregory Block
Matthew J. Boykin
Brian J. LaMotte (alternate)

NPBCID BOARD-APPOINTED INTERGOVERNMENTAL REPRESENTATIVES
As of 11/19/25

A. Loxahatchee River Management Coordinating Council

Jonathan T. Ricketts

B. Palm Beach North Chamber of Commerce

L. Marc Cohn
Brian J. LaMotte

C. Forum Club of the Palm Beaches

C. Danvers Beatty
Ellen T. Baker - alternate

D. National Pollutant Discharge Elimination System (NPDES) Steering Committee

Jared J. Kneiss
Brian J. LaMotte – alternate

E. Western Communities Council

Kennith R. Roundtree

F. Board Liaisons - Intergovernmental Agencies

Town of Jupiter – Gregory Block
City of West Palm Beach – Ellen T. Baker
Palm Beach County – L. Marc Cohn
Village of North Palm Beach – Gregory Block
Town of Juno Beach – Brian J. LaMotte
City of Riviera Beach – Matthew J. Boykin
City of Palm Beach Gardens – L. Marc Cohn

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
Ellen T. Baker
L. Marc Cohn
Brian J. LaMotte
Gregory Block

DATE: November 18, 2026

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

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

RE: Unit of Development No. 2C – Alton
Consider Acceptance of Bill of Sale from Pasteur Healthcare Properties, LLC

Background

The Unit 2C Plan of Improvements (POI) includes Public Improvement landscaping within public roadways and within water management and lake management tracts. Two existing lakes were expanded by Pasteur Commercial Investments, LLC in the areas adjacent to the Alton Medical Center property in accordance with PER-2C-046 issued in May of 2023. The physical expansion of the existing lakes resulted in the removal of existing public improvement littoral landscaping installed under public improvement project PRJ 593. The expanded lake areas designated as Water Management Tracts W-1 and W-2 and Lake Maintenance Tracts LM-1 & LM-2 were deeded to Northern on the Plat of Pasteur Plat Two as recorded in Plat Book 136, Pages 150 through 153 of the Public Records of Palm Beach County, Florida.

Permit 2C-042 issued in November of 2023 for the site development of the Alton Medical Center included the construction of turn lanes and driveway connections to Pasteur Boulevard impacting existing public improvement landscaped medians and roadway buffer easement areas installed under public improvement project PRJ 589.

Landscaping installed within the referenced expanded lake areas is included in the presented Bill of Sale from Pasteur Healthcare Properties, LLC and compensates for all existing public improvement landscaping removed in accordance with the site development permit for the Alton Medical Center PER-2C-042. Upon acceptance of the Bill of Sale, the public improvement landscaping will be owned by Northern as contemplated in the POI for the Unit.

Fiscal Impact

Landscaping within water management and lake management tracts is included in the High-Level Maintenance Agreement (HLMA) for Unit 2C Alton. The Alton Property Owners Association will be responsible for these maintenance activities and Northern assessments will not include the cost of this maintenance.

Recommendation

The District Engineer recommends acceptance of the Bill of Sale for the Public Improvement Landscaping.

PROJECT PER-2C-042:
Northern Palm Beach County Improvement District
Unit No. 2C
Bill of Sale

BILL OF SALE
TO
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

KNOW ALL MEN BY THESE PRESENTS, that Pasteur Healthcare Properties, LLC, whose street address is 13655 Pasteur Blvd., 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 the said Second Party, its successors and assigns, the following goods and chattels located in the County of Palm Beach, and the State of Florida to wit:

(See attached Exhibit "A")

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

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

The Party of the First Part further hereby warrants that the goods and chattels described in attached Exhibit "A" are and will be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and further agrees to reimburse the Party of the Second Part in full for any reasonable and necessary replacement or repairs fees and costs (as reasonably determined by the Party of the Second Part), that are incurred due to any such defects during the twelve (12) month warranty period, which replacement or repair fees and costs shall be set out in an invoice from the person or entity performing the replacement or repairs.

IN WITNESS WHEREOF, said Party of the First Part, by and through its undersigned representative, has hereunto set its hands and seal(s) this 6 day of November, 2026

Pasteur Healthcare Properties, LLC
(Name of First Party)

By: Gina Melby
Print: Gina Melby,
Title: CEO

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6 day of November 2026 by Claudia Woodson, as _____, for Urban design Kilday Studios Gina Melby

(Notary Seal) # M410 281 596050

Notary Public State of Florida
Claudia Woodson
My Commission HH 385833
Expires 4/12/2027

Notary Public State of Florida
Claudia Woodson
Print/Type/Stamp Name

☐ Personally Known OR ☑ Produced Identification
Type of Identification Produced ID.

ATTEST:

By: _____
Assistant Secretary

[DISTRICT SEAL]

Accepted by Northern Palm Beach County Improvement District

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

EXHIBIT "A"

SEE ATTACHED
[DESCRIPTION OF WORKS AND MATERIALS]

November 5, 2026

Kimberly A. Leser, PE
District Engineer
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418
(561) 624-7830 Phone
(561) 624-7839 Fax
kim@npbcid.org
www.npbcid.org

urban design kilday STUDIOS

Urban Planning and Design
Landscape Architecture
Communication Graphics

Re: ALTON HOSPITAL

Dear Ms. Leser:

Below please find my cost estimate for the installed landscaping.

TOTAL PER-2C-042- Alton Hospital Lake Trees, Littorals RBE Landscaping and Pasteur Median Installed

$2,250	TD-L Bald Cypress	43	$96,750
$1,500	AR-L Red Maple	40	$60,000
$1.15	ELE- Spike Rush	947	$1,089
$1.65	THA- Fire Flag	1066	$1,759
$1.25	Pon- Pickerel weed	1155	$1,444
$13.50	Muh-Pink Muhly Grass	374	$5,049
	Total cost of installed LS		$166,091

If you may need anything additionally, please let me know.

Thank you.

Nick Mihelich
Landscape Architect
LA0001766



Digitally signed by NIcholas A. MIhelich
Date: 2026.11.05 17:35:53 -05'00'
Adobe Acrobat version: 2024.001.30429

H:\JOBS\PGA Marina_97-197\PGA Marina Partners_PL_.020\Documents\Approved or Certified Documents\FDOT LA CERT LETTER

610 Clematis Street
Suite CU02
West Palm Beach, FL 33401
561.366.1100 561.366.1111 fax
www.udkstudios.com
LCC000035

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
Ellen T. Baker
L. Marc Cohn
Brian J. LaMotte
Gregory Block

DATE: November 18, 2026

FROM: Joseph M. Kusnir, Jr., P.E., Staff Engineer

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

RE: Unit of Development No. 9 – Admirals Cove West
Consider Purchase Order No. 27-106 to Nu-Pipe, LLC
Spin Cast Rehabilitation of C001 Twin 72-Inch Culverts

Background

Northern Palm Beach County Improvement District maintains and operates the surface water management system within Unit of Development No. 9, Admirals Cove West. As part of our routine inspection of lake interconnects, it was determined that the 40-ft CMP end sections of the twin 72-inch pipes were rotted. Based on the location and other constraints, it was determined that the best method for rehabilitation of these culverts is via spin cast. Nu-Pipe, is a General Services Contractor with Northern and is the only contractor under contract with Northern able to perform this type of work. Nu-Pipe has submitted the attached proposal in the amount of $179,129.89, based on the schedule of values included in the Piggyback Agreement with Northern. The price includes equipment, materials and labor up through the rough grading.

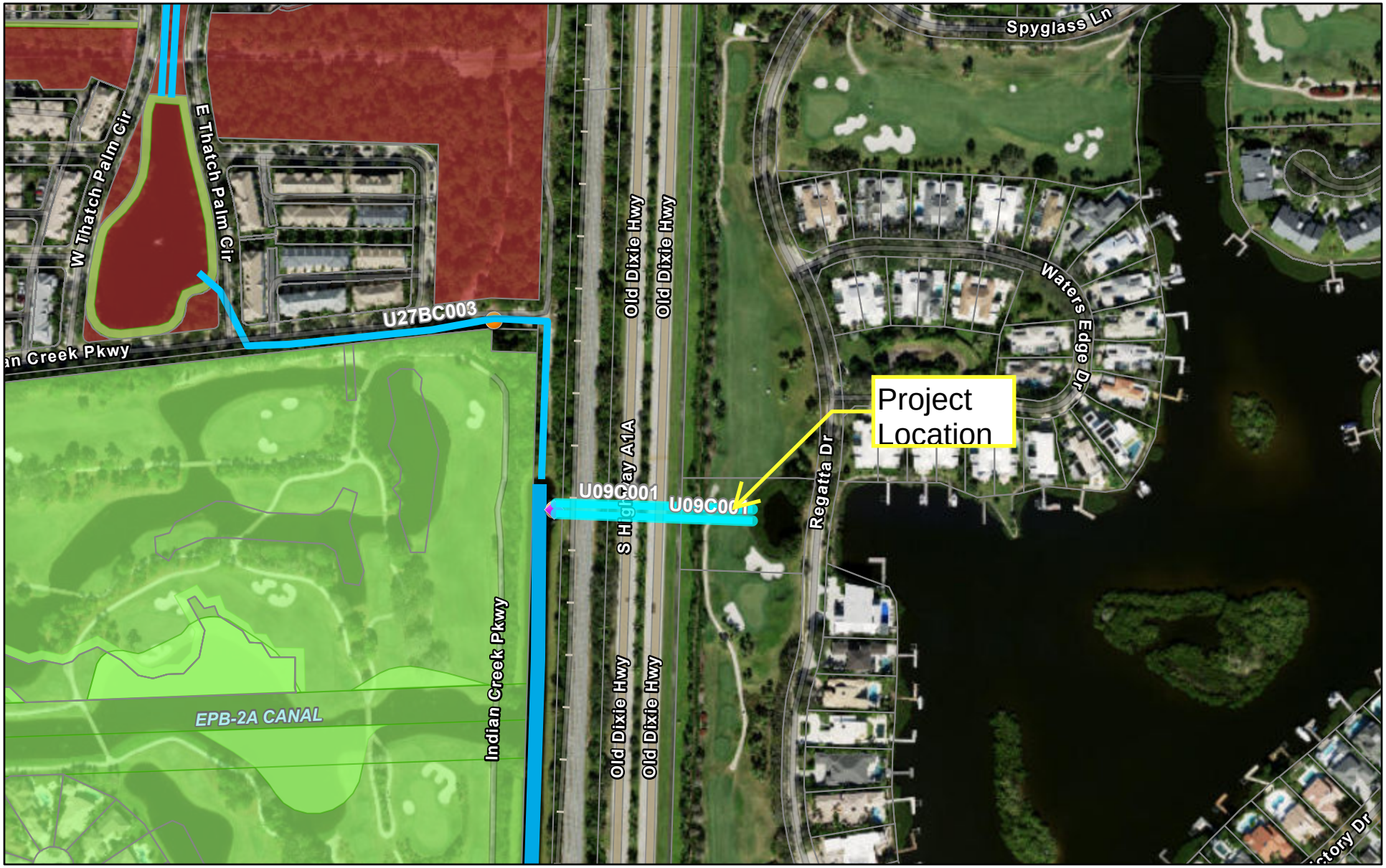
Fiscal Impact

There are funds available in the Fiscal Year 2026/2027 Unit 9 Maintenance budget for this expenditure as well as undesignated fund balance.

Recommendation

Northern Staff recommends Board approval of Purchase Order No. 27-106 to Nu-Pipe, LLC for Spin Cast Pipe Rehabilitation Services in the amount of $179,129.89.

ArcGIS Web Map



11/5/2026, 2:10:49 PM

Northern culverts

Interconnect

RTUs

Control structures

Canal names

Northern canals

Parcels

Easements

Tracts

1:4,059

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, State of Florida, Vantor

Northern Palm Beach County Improvement District

Purchase Order

Purchase Order No. 27-106

Vendor :1299

Nu-Pipe, LLC

951 W. Yamato Road, Ste. 220
Boca Raton, FL 33431
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	11/04/2026
Required Date	11/14/2026
Prepared By	Greg Sale
Workflow ID	07
Status	Board 2 Documents
Description	Admirals Cove Spin Cast

Change Order 0

Project No

Invoice to follow Y

Comments : We will have to use $29,129.89 of reserve money. This was an unforseen cost when budgeting in previous year.

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	0901	54613	Admirals Cove Spin Cast	179,129.89	179,129.89

Total : $179,129.89

Approval Information

SUSAN P. SCHEFF	Board - Approved 179,129.89	11/10/2026 10:51 AM
CLIFFORD D. BEATTY	Executive Director - Approved 179,129.89	11/10/2026 10:47 AM
KATHLEEN E. ROUNDTREE	Finance Director - Approved 179,129.89	11/09/2026 10:15 AM
LAURA L. HAM	Budget Manager - Approved 179,129.89	11/06/2026 3:57 PM
Kimberly A. Leser	District Engineer - Approved 179,129.89	11/06/2026 2:34 PM
KENNITH R. ROUNDTREE	Department Manager - Approved 179,129.89	11/06/2026 2:09 PM
Greg Sale	Requester - Submitted 179,129.89	11/06/2026 6:41 AM
KENNITH R. ROUNDTREE	Department Manager - Approved 179,129.89	11/04/2026 12:17 PM
Greg Sale	Requester - Submitted 179,129.89	11/04/2026 12:12 PM

Approval In Process

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. 5-31-28.
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
Ellen T. Baker
L. Marc Cohn
Brian J. LaMotte
Gregory Block

DATE: November 18, 2026

FROM: Katie Roundtree, Director of Finance & Administration

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

RE: Unit of Development No. 53 – Arden
Consider Authorization to Close Trust Accounts

Background

1. The cost of issuance fund established with the Unit 53 Series 2026 bond refunding has a residual balance of approximately $11,903. All known costs associated with this bond issuance have been paid. We request approval to close this fund and transfer the funds to the associated bond fund in accordance with the bond documents.

From			To	
Approximate Balance	**BNYM Trust Acct #**	**Trust Acct Name**	**BNYM Trust Acct #**	**Trust Acct Name**
$11,903.00	009020460	NPBCID 53 2026 COI FUND	009020458	NPBCID 53 2026 BOND FUND

2. After the August 27, 2026, refunding of the Unit 53 Series 2015 bonds, the related bond and reserve funds have residual balances of approximately $1,150.41 and $4,483.44, respectively. We are requesting the balance of the accounts be transferred as follows:

From			To	
Approximate Balance	**BNYM Trust Acct #**	**Trust Acct Name**	**BNYM Trust Acct #**	**Trust Acct Name**
$1,150.41	507766	NPBCID UNIT 53 BOND FD 2015	009020458	NPBCID 53 2026 BOND FUND
$4,483.44	507768	NPBCID UNIT 53 RESERVE FD 2015	009020458	NPBCID 53 2026 BOND FUND

Fiscal Impact

There is no overall fiscal impact because the transfers simply move money from one trust fund to another within the same Unit of Development bond series.

Recommendation

Northern Staff recommends approval to close the trust funds related to the Unit of Development No. 53 Series 2026 Bonds in accordance with the transfer instructions noted above.

RECOMMENDED DISBURSEMENTS FOR

NOVEMBER 18, 2026

	BOND/COI**	EIPC*	NOTE PROCEEDS	LANDOWNER FUNDS	TOTALS
Unit No. 2C - Alton	169.61	-			169.61
Unit No. 5D - Andros Isle		-	7,500.00		7,500.00
Unit No. 18 - Ibis Golf & CC		37,424.00	-		37,424.00
Unit No. 45 - Paseos		54,812.00			54,812.00
Unit No. 53 - Arden	8,670.23				8,670.23
Unit No. 54 - Artistry Lakes		-		12,747.36	12,747.36
Multi-Unit		-	57,053.64		57,053.64
	8,839.84	92,236.00	64,553.64	12,747.36	178,376.84

* Equity in Pooled Cash

**Cost of Issuance

UNIT OF DEVELOPMENT NO. 2C
DISBURSEMENT NO. 211
NOVEMBER 18, 2026

	BOND	EIPC	TOTALS
MISCELLANEOUS:			
NPBCID Reimbursements:			
(NPBCID Personnel time, GIS & Auditor)	**169.61**	**-**	
			169.61
	169.61	**-**	**169.61**

UNIT OF DEVELOPMENT NO. 5D
DISBURSEMENT NO. 73
NOVEMBER 18, 2026

	NOTE	TOTAL
ENGINEERING:		
Smith Engineering Consultants		
(engineering for control panel replacement)	**7,500.00**	
PO#26-1196		**7,500.00**
	7,500.00	**7,500.00**

UNIT OF DEVELOPMENT NO. 18
DISBURSEMENT NO. 209
NOVEMBER 18, 2026

	NOTE	EIPC	TOTAL
CONSTRUCTION:			
Florida Pavement Services, Inc.			
(Sidewalk Repair & Replace @ 1568 sf)		**37,424.00**	
(PO#26-1291)			**37,424.00**
FINAL			
	0.00	**37,424.00**	**37,424.00**

UNIT OF DEVELOPMENT NO. 45
DISBURSEMENT NO. 64
NOVEMBER 18, 2026

	EIPC	TOTAL
CONSTRUCTION:		
Florida Pavement Services, Inc.	**54,812.00**	
(Sidewalk Repair & Replace @ 85 locations)		
(PO#26-1290)		**54,812.00**
FINAL		
	54,812.00	**54,812.00**

UNIT OF DEVELOPMENT NO. 53
DISBURSEMENT NO. 163
NOVEMBER 18, 2026

	BOND	TOTAL
ENGINEERING:		
Simmons & White, Inc.	292.50	
(Elementary School Zone Plans) PO#25-1062		292.50
Haley Ward (fka M. B. Schorah & Assoc.)	7,500.62	
(Phase 3 Buffer Trail & Linear Park) PO#25-581		7,500.62
MISCELLANEOUS:		
NPBCID Reimbursements:		
(NPBCID Personnel time, GIS & Auditor)	877.11	
		877.11
	8,670.23	8,670.23

UNIT OF DEVELOPMENT NO. 54
DISBURSEMENT NO. 23
November 18, 2026

	LANDOWNER FUNDS	TOTAL
ENGINEERING:		
Simmons & White, Inc.	4,250.00	
(P.E. Svs for Artistry Lakes Ph 1B PO#26-943)		4,250.00
MISCELLANEOUS:		
NPBCID Reimbursements:		
(NPBCID Personnel time, GIS & Auditor)	8,497.36	
		8,497.36
	12,747.36	12,747.36

MULTI-UNIT
DISBURSEMENT NO. 12
NOVEMBER 18, 2026

	NOTE PROCEEDS	EIPC	TOTALS
CONSTRUCTION:			
C. R. Dunn, Inc.	**12,534.24**	**-**	
(Multi-Unit Control Panel Replacement)			
PO#25-571			**12,534.24**
MISCELLANEOUS:			
NPBCID Reimbursements:	**44,519.40**	**-**	
(Baxter & Woodman, Inc.			
Multi-Unit Control Structure Design, etc.)			**44,519.40**
PO#26-363			
	57,053.64	**-**	**57,053.64**

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
Ellen T. Baker
L. Marc Cohn
Brian J. LaMotte
Gregory Block

DATE: November 18, 2026

FROM: Katie Roundtree, CPA, Director of Finance & Administration

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

RE: Multi-Unit
Consider Approval of Piggyback Agreement with Florida Sidewalk Solutions, LLC

Background

Northern maintains the sidewalks along approximately 45 miles of Northern-owned roads and road rights-of-way. Northern Staff regularly inspects and contracts with vendors to repair sidewalks when needed. However, this is a time consuming and growing problem as the trees planted next to the sidewalks continue to grow and the roots lift and damage the sidewalks.

Florida Sidewalk Solutions, LLC is a company used by various municipalities throughout South Florida. They inspect an area designated by our staff and cut, rather than grind, the sidewalk to the proper grade in order to be ADA compliant to prevent trip hazards. This is more efficient in larger Units of Development than Northern Staff inspecting, marking and contracting with a vendor to repair or grind sidewalk sections. This service will not replace our staff inspecting sidewalks and contracting to replace sidewalk sections that would be better replaced than cut.

Northern Staff reached out to Florida Sidewalk Solutions and found that they have a current public competitively bid contract with the Town of Miami Lakes, Florida for this type of work. The contract was competitively bid, entered into October 24, 2023, and remains effective through October 24, 2027. Northern is allowed to enter into a Piggybacking Agreement in accordance with Chapter 189.053, F.S. Purchase orders to authorize work in individual units will be issued to authorize specific projects.

Fiscal Impact

The Fiscal Year 2026/2027 Budget includes funding for repair and replacement of sidewalks in various Units of Development.

Recommendation

Northern Staff recommends that the Board of Supervisors approve the Piggyback Agreement with Florida Sidewalk Solutions, LLC based on their contract with the Town of Miami Lakes, Florida.

PIGGYBACK AGREEMENT

By and Between

Northern Palm Beach County Improvement District

And

Florida Sidewalk Solutions, LLC

This Piggyback Agreement (the "Agreement") is entered into as of the date that it is signed by all parties hereto (the "Effective Date") and is by and between Northern Palm Beach County Improvement District ("Northern") whose address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 and Florida Sidewalk Solutions, LLC ("Contractor"), a Florida limited liability company, whose business address is 7051 SW 22nd Court, Davie, Florida 33317. Northern and Contractor shall each be referred to herein as a "Party" and, collectively, the "Parties."

WHEREAS, the Town of Miami Lakes, Florida issued a competitive solicitation (the "RFP") to provide repair of sidewalk trip hazards services in 2023; and

WHEREAS, Contractor submitted a proposal in response to the RFP which resulted in the attached Agreement between the Town of Miami Lakes, Florida and Contractor dated October 24, 2023, as thereafter extended (together the "Repair of Sidewalk Trip Hazards Agreement"); and

WHEREAS, Contractor has offered Northern the option to piggyback onto the Repair of Sidewalk Trip Hazards Agreement, and

WHEREAS, in accordance with the provisions of Section 189.053, Florida Statutes, Northern's Board of Supervisors authorized Northern to "piggyback" upon the existing Repair of Sidewalk Trip Hazards Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, Northern and the Contractor agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Terms.** The Contractor shall provide Services to Northern pursuant to the Repair of Sidewalk Trip Hazards Agreement, a copy of which is attached hereto as **Exhibit A**, except as modified below:

2.1 **Term and Termination.** The term of this Agreement shall begin on the Effective Date and continue during the current contract period of the Repair of Sidewalk Trip Hazards Agreement and any agreed subsequent extension periods, unless earlier terminated by Northern or

Contractor pursuant to the terms herein. For the avoidance of doubt, this Agreement will not be affected by any subsequent amendments to or termination of the Repair of Sidewalk Trip Hazards Agreement, which will be applicable solely to the relationship between the Town of Miami Lakes, Florida and Contractor. Any subsequent amendment or modification to this Agreement must be made in accordance with the terms hereof and is subject to any applicable restrictions or limitation under applicable law.

2.2. **Representatives; Notice**. The Parties' representatives during the performance of this Agreement shall be the following persons or their designees:

Contractor:	Florida Sidewalk Solutions, LLC Attn: Dina Callari-Solankus 7051 SW 22nd Court; Davie, Florida Email: Dina@FloridaSidewalkSolutions.com
Northern:	Northern Palm Beach County Improvement District Attn: Executive Director 359 Hiatt Drive Palm Beach Gardens, FL 33418 Email: Danvers@npbcid.org

All written notices required in this Agreement shall be sent to the parties by hand delivery, overnight courier service, or certified mail, return receipt requested, with a copy by email, to the persons named above or their designees.

2.3. **Payments**. Contractor shall submit invoices to Northern at the address set forth in Section 2.2 above.

2.4. **Insurance.** Upon request, Contractor shall provide Northern a Certificate of Insurance evidencing that all coverages, limits, and endorsements as set forth in attached Exhibit "B" and required herein to be maintained in full force and effect.

3. **Contract Provisions.** Except as set forth herein, all provisions of the Repair of Sidewalk Trip Hazards Agreement shall govern this Agreement as though fully set forth herein, and all references to Town of Miami Lakes, Florida shall mean Northern. This Agreement will not be affected by any subsequent amendments to, or termination of, the Repair of Sidewalk Trip Hazards Agreement, which amendments or termination will apply solely to the relationship between the Town of Miami Lakes, Florida and Contractor.

4. **Public Records**. To the extent applicable, Contractor shall comply with the provisions of §119.0701, Florida Statutes (Public Records) to:

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

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

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

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

(e) Promptly notify Northern following receipt of a Public Records request for documents related to the Services provided to Northern.

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

If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide Public Records relating to this Agreement, contact the Custodian of Public Records at 561-624-7830, Office@NPBCID.org and 359 Hiatt Drive, Palm Beach Gardens, Fl. 33418.

5. **E-Verify:** Contractor warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. Contractor agrees and acknowledges that commencing January 1, 2025, Northern, as a public employer, shall be subject to the E-verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, if Northern has a good faith belief: (a) that Contractor has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, Northern shall terminate this contract, or (b) that a subcontractor performing work for Contractor under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, Northern shall promptly notify Contractor and order Contractor to immediately terminate its agreement with said subcontractor as to this contract. Contractor shall be liable for any additional costs incurred by Northern as a result of the

termination of the contract based on Contractor's failure to comply with E-verify requirements referenced herein.

6. **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.

7. **Conflicts:** If there is a conflict between the terms and conditions of the Exhibits and the terms and conditions of this Agreement, those of this Agreement will control.

8. **Successors and Assigns**. The provisions of this Agreement shall be binding on the parties and their respective successors and assigns.

9. **Authority**: Northern represents that it has the authority under applicable law to enter into this Agreement with Contractor, piggybacking on the Repair of Sidewalk Trip Hazards Agreement.

[SEPARATE SIGNATURE PAGES FOLLOW]

This Piggyback Agreement for Repair of Sidewalk Trip Hazards Agreement services is executed by Contractor this 29 day of OCTOBER, 2026.

Florida Sidewalk Solutions, LLC

By: Dina Callari-Solanki

Title: OWNER / CEO

This Piggyback Agreement for Repair of Sidewalk Trip Hazards Agreement services is executed by Northern this _____ day of _____, 2026.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

ATTEST: _____
Assistant Secretary

By: _____

Name: _____

Title: _____

Exhibit "A"

INVITATION TO BID

REPAIR OF SIDEWALK TRIP HAZARDS

ITB No. 2023-36R

The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Carlos O. Alvarez
Councilmember Luis E. Collazo
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Ray Garcia
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	August 31, 2023
Bids Due	11:00 AM EST, September 21, 2023

Repair of Sidewalk Trip Hazards

ITB 2023-36R

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SECTION A. NOTICE TO BIDDERS

ITB Name: Repair of Sidewalk Trip Hazards
ITB No.: 2023-36R
Bids Due: 11:00 AM EST, September 21, 2023

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide sidewalk repair services ("Services"). The Town of Miami Lakes requires a licensed Contractor to inspect and repair sidewalk trip hazards in order to maintain the quality of the Town's sidewalks and limit the Town's liability for trip hazards. When the Town becomes aware of developing trip hazards, the Town will assess whether the damaged sidewalk flag is so extensive that it merits replacement of the whole flag, or if the flag can be salvaged through the process of sidewalk grinding. If the flag can be salvaged, the Town will utilize this Contract to repair trip hazards, returning the sidewalk flag to a safe condition.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM EST on September 21, 2023,** at which time the Bids will be opened**.**

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at http://www.miamilakes-fl.gov/, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

To be eligible for award of this project, bidders must:

1. Possess a minimum of five (5) years of experience performing sidewalk trip hazard repair projects;
2. Must provide at least three (3) verifiable client references for successful completion of three (3) distinct sidewalk repair contracts with other public agencies of similar scope and value performed within the last five (5) years utilizing Form CRL – Client Reference Letter; and
3. Possess a valid certified license as a General Contractor from the State of Florida, or a Certificate of Competency from the Miami-Dade County's Construction Trade Qualifying Board as a General Engineering Contractor or a Specialty Engineering Contractor.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this, or any other solicitation advertised by the Town must**

be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted. Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at is sole discretion, may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and integrity and reliability that will assure good faith performance.
27. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, or services necessary to perform the Work.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved unless a temporary certificate of completion has been issued.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be

completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

Joint venture firms or teaming agreements will not be considered for award under this ITB.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line items, and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses, and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE-ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town, or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.08 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors, or discrepancies.
b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.09 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.10 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.11 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) Unbalanced Bids

The Town reserves the right to reject any Bid where the line-item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but

is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.12 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.13 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.14 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at Town of Miami Lakes - Growing Beautifully - Local Preference (miamilakes-fl.gov).

B2.15 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.16 AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at Town of Miami Lakes - Growing Beautifully - Home (miamilakes-fl.gov).

B2.18 EXECUTION OF CONTRACT

The Bidder(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Bid. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Bidder(s). The Bidder must submit proof of signing authority in the form of the Certificate of Authority form included with this ITB, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Bidder(s) selected to provide the work requested herein (the "Successful Bidder(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with Procurement's recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager's signing authority).

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB~~,~~ such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers, and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

C1.02 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state, and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C1.04 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in their Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure to include this form may result in the Bid being rejected as non-responsive.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager, or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences, or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C1.07 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C1.08 THIRD-PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C1.09 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

C1.15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations, or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C1.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

C1.20 VEHICLES & EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C1.21 SUBSTITUTIONS

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

The Contractor may request the Town to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions will be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

C1.22 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C1.23 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

C1.24 TAXES

Contractor must pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C1.25 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

C1.26 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect, and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections, or repairs, will be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

C1.27 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

C1.28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

C1.29 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Lorenzo Cobiella
Deputy Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

pidermanne@miamilakes-fl.gov cobiellal@miamilakes-fl.gov

For Contractor:

Steven Sdankus
President
Florida Sidewalk Solutions
7051 SW 22nd Court
Davie, FL 33317
crystal@floridasidewalksolutions.com

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of $10.00 from the sums due to the Contractor under this Contract.

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

C2.03 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

C2.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, the insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. Worker's Compensation and Employer's Liability Insurance:

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $500,000 for each accident and a waiver of subrogation.

b. Comprehensive Business Automobile and Vehicle Liability Insurance:

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than $500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. Commercial General Liability ("CGL"):

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars ($1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars ($1,000,000)**.

(3rd) CGL Required Endorsements:

a) Employees included as insured
b) Contingent Liability/Independent Contractors Coverage
c) Contractual Liability
d) Waiver of Subrogation
e) Premises and/or Operations
f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
g) Loading and Unloading
h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by Contractor or employees of the Contractor.

d. Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. Public Records

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes, and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents,

and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contract to submit its claim utilizing a specific format or forms to facilitate the Town’s evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town 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, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

C4.08 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by

Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

C5.02 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;

2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

C5.03 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;

3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contactor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

C5.04 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

C5.05 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

C6 PAYMENT PROCESS

C6.01 COMPENSATION

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and fully complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website at Town of Miami Lakes - Growing Beautifully - Invoice (miamilakes-fl.gov).

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

C6.02 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C6.03 LINE-ITEM PRICING

Line-item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line-item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line-item prices for all line items the Bid will be rejected as non-responsive.

C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C6.05 ADDITIONAL LINE-ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

C6.06 REIMBURSIBLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 OVERVIEW

The Town of Miami Lakes requires a licensed Contractor to inspect and repair sidewalk trip hazards in order to maintain the quality of the Town's sidewalks and limit the Town's liability for trip hazards. When the Town becomes aware of developing trip hazards, the Town will assess whether the damaged sidewalk flag is so extensive that it merits replacement of the whole flag, or if the flag can be salvaged through the process of sidewalk grinding. If the flag can be salvaged, the Town will utilize this Contract to repair trip hazards, returning the sidewalk flag to a safe condition.

D2 SCOPE OF WORK

The Work consists of the inspection of Town sidewalks and repair of sidewalk trip hazards. Based on the criteria established by the Town, the Contractor shall visually inspect, pre-identify, measure, and record sidewalk trip hazards suitable for repairs throughout the project area. The Contractor shall identify and record sections of sidewalk that meet Town criteria for slab removal and replacement throughout the project area. After the inspection is complete, and upon approval of the Town, the Contractor shall repair sidewalk trip hazards identified in order to achieve a contiguous level surface between slabs. The Contractor must furnish all labor, materials, equipment, and supervision required for the inspection of sidewalks and repair of sidewalk trip hazards.

D2.01 SURVEY SPECIFICATIONS

Before any repair work takes place, the Contractor shall survey the zone identified by the Town that work shall take place in and identify all vertical trip hazards in the project area that have slab displacements greater than 0.25" that would be candidates for repair. The Contractor shall note any slab with a displacement of greater than 2" and provide a report of such locations to the Town for replacement. During the survey, each identified location shall be assigned and marked with a site number. This number shall also be used to reference each site on the report. After the survey is complete, a report shall be submitted to the Town for review and approval before any work is to commence. The report shall include:

- A list of all identified displacements categorized by site number, address, size of displacement, and estimated cost of repair for each location.
- A list of all identified slabs with displacement in excess of 2" or meeting Town criteria for slab removal and replacement. Note these locations for the Town to consider for removal and replacement and provide a report with site number, address, GPS coordinates, and dimensions (ft) of slab replacement for each location.
- A total number of trip hazards to be addressed and remedied.
- A map with all identified site numbers included in the survey, as well as a KML file of the locations for Town use.

D2.02 CONCRETE CUTTING SPECIFICATIONS

After the survey, once approval is given by the Town, Contractor shall repair the sidewalk deviation to achieve a level surface. All equipment used in the process of repairing the sidewalk must fit on the sidewalk and not overhang the sidewalk which may adversely affect landscaped areas. Contractor shall not cause damages to landscaping, retaining walls, curbs, sprinkler heads, utilities, etc., and shall be responsible for repair costs for any damages and restored to their pre-existing state.

D2.03 LIMITATIONS

- No storing of equipment or materials on public right-of-way or private property shall be allowed.
- All sidewalk repairs started in residential areas shall be completed by the end of the same workday in which they started. Sidewalk repairs through driveways of adjoining business properties shall be completed within two (2) hours.
- The Town may direct repairs at locations other than construction joints. Repairs directed by the Town will be paid for at the Contract unit price bid.
- At no time shall the Contractor cause excessive dust – in the sole opinion of the Town – to be airborne. Any dust created by the repair process must be damped with water or immediately consumed by a vacuum system. If dust is remediated with water, any and all debris or slurry created as a result of the process must be cleaned the same day. Slurry must be immediately contained and will not be permitted to stand on the sidewalk or run into the parkway or residential property.
- The Contractor shall take precautions during repair operations to not disfigure, scar, impair, or damage any surrounding surfaces including, but not limited to, sidewalk, driveway, roadway, steps, walls, railings, light poles, turf, or any public or private installations such as trees, irrigation, sprinkler heads, electric fences, etc.
- All potential trip hazards marked for repair must be removed in accordance with the American with Disabilities Act (ADA) requirements with the resulting finish being ADA compliant. Each offset must be tapered at 1:12 slope and must have smooth uniform appearance and texture.
- The finished result of each repair shall be taken to a zero point of differential settlement along the entire length of the repair and to both edges of the sidewalk to eliminate the potential for trip hazards the full width of the sidewalk.
- The Contractor shall have an employee safety plan and shall employ safety procedures that ensure that bystanders or passersby will not be injured from the implementation of the work.

After completion of repairs, the Contractor shall submit an invoice listing all trip hazard repairs made in the project area to match the survey. This list should include the survey site number, address, size of displacement, and final cost of repair for each location, as well as the total number of trip hazards remedied.

D2.04 METHOD OF MEASUREMENT

Repairs of sidewalks will be measured for payment in inch-feet of sidewalk repaired. The cost of cleaning each worksite shall be included in the price bid. The quantity of sidewalk repair will be determined by multiplying the average sidewalk vertical separation height by the length of repair along the joint on each vertical separation in inch-feet. The Contractor is required to record and submit, with each invoice, the exact dimensions of each vertical separation removed per location. Depth shall be measured to the nearest 1/8 inch.

D2.05 LOCATION OF WORK

Work for this Contract shall take place within the corporate limits of the Town of Miami Lakes. Specific maintenance areas and zones for each Work Order are to be established by the Public Works Department. Once the Contractor receives approval from the Town to begin work, work shall be continuous until all work is complete. Any costs incurred for mobilization are considered incidental to this Contract. This Contract may be terminated at any time for any reason by the Town. Work will generally cease when all identified locations for survey and repair have been addressed by the Contractor, or when the Town's allocated funds have been expended.

D3 CONTRACT TERM

This Agreement will be effective upon execution by both parties and will continue for a term of three (3) years from the date of execution. The provisions of this Agreement will remain effective until all Services required under Work Orders issued under this Agreement have been completed.

The Town, by action of the Town Manager, will have the option to extend the term for two (2) additional period(s) of one (1) year each, subject to continued satisfactory performance as determined by the Town Manager, and to the availability and appropriation of funds. In no event shall the term of this Agreement exceed five (5) years from its commencement date. Town Commission authorization of this Agreement includes delegation of authority to the Town Manager to administratively approve said extensions.

D4 COMPENSATION

This work shall be paid for at the Contract unit price per inch-feet for sidewalk repairs. Price shall be payment in full for all labor, equipment, tools, materials, mobilizations, survey, generation of lists for mitigated and non-mitigated vertical separations, and all other costs associated with such work as specified herein. The Town anticipates approximately 10,000 inch-feet to be included in this Contract. This is in no way a guaranteed minimum or maximum quantity. Actual quantities will be based on field conditions identified in the survey.

D5 GENERAL REQUIREMENTS

D5.01 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code.

Compliance with any specific severe weather event or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

D5.02 INSPECTION OF THE WORK

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor must provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor will be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town will pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor must reimburse the Town for all incurred testing costs and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager

D5.03 UNCOVERING FINISHED WORK

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager will notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as additional Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration will be at the expense of the Contractor. Such expenses will also include repayment to the Town for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

D6 PRELIMINARY STEPS

D6.01 CONTRACTOR'S PRE-START REPRESENTATION

Contractor represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, location of the Work, all local conditions, and any federal, state, county, and local laws, ordinances, rules, and regulations that may, in any manner, affect performance of the Work, and represents that it has combined its inspections and observations with the requirements of the Contract Documents. Contractor further represents that it has studied all surveys, document, and reports of including those of any subsurface and latent physical conditions referred to in the specifications and made such additional inspections and investigations as it deems necessary for the performance of the Work and that he has coordinated the results of all such data, inspections, and investigations with the requirements of the Contract Documents.

D6.02 PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after Contractor execution of the Contract by the Town, and before any Work is performed at the Project site, a pre-construction conference will be held. Prior to this meeting the Contractor should have submitted its Project Schedule and Schedule of Values so they and other details of the project can be discussed.

D6.03 PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each location. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.
2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules will result in the rejection of any submitted payment application.
3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the two (2) week period. The look-ahead schedule must be provided to the Project Manager and Consultant every other Thursday prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

D6.04 SCHEDULE OF VALUES

The Contractor must submit two copies of a Schedule of Values, which must be submitted within ten (10) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Manager may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract.

The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

D6.05 CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted on a flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

D6.06 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Project Manager.

The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor will be responsible for any loss, damage or theft to its equipment and materials. The Contractor is also responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Project Manager will authorize the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

No parking is permitted in the Staging Site without the prior written approval of the Project Manager.

D6.07 PROJECT SIGNAGE

Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Manager.

D6.08 COORDINATION WITH TOWN RESIDENTS

Contractor will, be responsible to provide written notification to the Town residents impacted by the Work at least seven (7) days prior to the commencement of the Work. Notification shall be made using a flyer, in a format acceptable to the Project Manager, and must be delivered by mail or by personal delivery. Contractor must maintain a record of the date(s) of notification and provide such information to the Project Manager. Contractor must not commence Work until notification to residents is provided in a manner acceptable to the Town. Contractor must also coordinate with the residents all Work that impacts residents' driveway approaches. Additionally, the Contractor may be required to attend resident informational meetings.

D7 SITE ISSUES

D7.01 SITE INVESTIGATION AND REPRESENTATION

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water, and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc., and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.

Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town will compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor will not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities, must be in writing and received by

the Town at least seventy-two (72) hours prior to the time of the requested interruption. The Town may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

D7.02 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

The Contractor must comply with the manufacturer's requirements for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to installation and must not install any damaged or defective items.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

The Contractor must familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom, if necessary, will have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of Town operations.

If the Project Manager or Consultant reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project Manager, the Project Manager will have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project within the specified time. The Contractor must immediately comply with such orders at no additional cost to the Town. (3) The Town at its sole option may also have Work performed by a third-party contractor and deduct such cost from any monies due the Contractor.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

Contractor is responsible to control dust and preventing it from becoming a public nuisance or causing off-site damage. Contractor must take all necessary and prudent measure to control dust.

Depending on the nature of the Work the Project Manager may require a staging plan be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan must be revised and resubmitted as necessary during construction.

D7.03 DIFFERING SITE CONDITIONS

In the event that during the course of the Work on a Project the Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown in the Contract Documents, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, must, within twenty-four (24) hours of its discovery, notify the Project Manager and/or Consultant in writing of the existence of the aforesaid conditions. Project Manager or the Consultant must, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager or Consultant will recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price and/or Contract Time, the adjustment will be referred to the Town's Procurement Manager for determination. Should the Town's Procurement Manager determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Procurement Manager will so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination will be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract Documents under this provision will be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions will be allowed if made after the date certified by Consultant or Project Manager as the date of substantial completion.

D7.04 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor is solely responsible to restore all areas impacted by the Work, including but not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

D7.05 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance will expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors will be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the Town nor its officers or agents will be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

D7.06 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood. Electrical power required during construction shall be installed by a qualified electrical contractor approved by the Project Manager.

The Town may at its sole discretion provide access to Town utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

D7.07 COORDINATION OF THE WORK

Prior to the commencement of the Work, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing or scheduled project(s) that will be ongoing or commence during the Work on a Project that may require coordination. The Contractor will be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor must inspect and promptly report to Project Manager any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report will constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work.

Contractor must conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor will be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Contractor must inspect the Work already in place and must at once report to Project Manager any discrepancy between the executed Work and the requirements of the Contract Documents.

D7.08 ACCESS TO THE PROJECT SITE(S)

Town will provide the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by Town for the use of Contractor.

Contractor must provide, at Contractor's own expense and without liability to the Town, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor must furnish to the Town copies of written permission obtained by Contractor from the owners of such facilities.

D7.09 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must at all times keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so, and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed, the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for all costs incurred in mitigating any open trenches.

D7.10 SANITARY PROVISIONS

The Contractor must provide on-site all necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in its employ. Contractor must be kept in a clean and sanitary condition and must comply with the requirements and regulations of the public authorities having jurisdiction. Contractor must commit no public nuisance. Sanitary facilities must be removed by the Contractor at its own expense upon completion of the Work, and the premises must be left clean.

D7.11 MAINTENANCE OF TRAFFIC

Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times.

Prior to commencement of the Work Contractor must provide the Project Manager with the proposed MOT plan for review. The Project Manager may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks.

Failure by the Contractor to comply with the Maintenance of Traffic requirements will result in the Town issuing a stop work order until corrective action is taken. The Contractor will not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

1.01-1(a) WORK IN STREET, HIGHWAY, & OTHER RIGHTS-OF-WAY

Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines either aerial, surface, or subsurface, etc., must be done in accordance with requirements of the Contract Documents or, if not mentioned, must be restored to their original condition or better. All Work performed is subject to the approval of the Project Manager.

D8 SAFETY ISSUES

D8.01 SAFETY PRECAUTIONS

Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Project site and other persons who may be affected thereby;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA “Federal Right to Know” Regulation, 29 CFR 1910, 1915, 1917, 1918, and 1926, regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders, and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

All open trenches or holes must be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes are to be left open during night-time or non-working hours without the prior written approval of the Project Manager.

The Contractor must provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

Contractor's duties and responsibilities for the safety and protection of the Work must continue until such time as all the completion of the Contract.

D8.02 TRENCH SAFETY ACT

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid is required to comply with the requirements of the FLORIDA TRENCH SAFETY ACT

(90-96, LAWS OF FLORIDA), Where a Project requires trenching the Contractor must complete the Trench Safety Act Form ("Form") and return the Form to the Project Manager before commencing any Work. Failure to submit said Form will result in the Contractor not being able to proceed with the Work and potentially be in default of its Contract.

Any costs identified on the Form are not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure that the Bidder has considered these costs and included them in its Bid prices. Failure to complete this form may result in the Bid being declared non-responsive.

D8.03 MATERIAL SAFETY DATA SHEETS

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a part of the Project must be accompanied by a Material Safety Data Sheet (MSDS) which must be obtained from the manufacturer. The MSDS must include the following information:

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
    a. The potential for fire, explosion, corrosion, and reaction;
    b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
    c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

D9 PLANS, DOCUMENTS, & RECORDS

D9.01 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, & DATA

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions, or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

D9.02 SHOP DRAWINGS AND SUBMITTALS

Contractor is required to submit shop drawings, sketches, samples, or product data as required by the Contract Documents.

Contractor is responsible to submit such documents or samples in a timely manner for review by the Project Manager or Consultant. Shop Drawings are to be complete in every detail and clearly identify any deviation from what is required by the Contract Documents. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager and/or Consultant

to properly evaluate and accept the submittal or shop drawing. Receipt of the shop drawings or submittals does not constitute acceptance

Incomplete or partial submittals will not be reviewed. All shop drawings for components of a system must be submitted together for them to be reviewed.

Where professional calculations or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager or Consultant are entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, must be submitted in a neat clear and easy format to follow.

Contractor is solely responsible for the accuracy of all shop drawings and submittals and any approval by Project Manager will in no way relieve the Contractor from said responsibility for full compliance with the Contract Documents.

D9.03 TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS, & INSTRUCTIONS

The Town, in its sole discretion, may furnish design drawings. It is the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor is solely responsible for verifying the accuracy of the drawings prior to commencing the Work and is responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This also applies to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).

During the performance of the Work, should any errors, omissions, conflicts, ambiguities, or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and methods of construction.

The Contractor will have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions, or errors, not identified in writing to the Project Manager prior to commencing the Work.

The Project Manager and Consultant has the right to approve and issue supplemental drawings and instructions setting forth written orders, instructions, or interpretations, provided such Supplemental drawings or instructions involve no change in the Contract price or this Contract time, unless a Change Order is issued in accordance with the Contract Documents.

D9.04 AS-BUILT DRAWINGS

During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Manager or Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth, and voltage in each conduit.

To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1. Depths of various elements of foundation in relation to finish first floor datum.
2. All underground piping and ductwork with elevations and dimensions and locations of

valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances are referenced to permanent surface improvements. Actual installed pipe material, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
4. Field changes in dimensions and details.
5. Changes made by Project Manager's or Consultant's written instructions or by Change Order.
6. Details not on original Contract Drawings.
7. Equipment, conduit, electrical panel locations.
8. Project Manager's or Consultant's schedule changes according to Contractor's records and shop drawings.

Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
2. Changes made by Project Manager's or Consultant's written instructions or by Change Order.

Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system, and instrumentation system.

As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital l (CAD and PDF) versions.

For construction of new building, or building additions, field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

D9.05 RECORD SET

Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit, and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

D10 CONTRACTOR RESPONSIBILITIES

D10.01 LABOR & MATERIALS

Unless otherwise provided herein, Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials must be new unless otherwise specified in the Contract Documents.

The Contractor will provide competent, suitably qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

Minimal Disturbance

All Work done by the Contractor, or any Subcontractor must be done with minimal disturbance to the residents of the Town. The noise level must be kept at reasonable levels. All Contractor personnel and Subcontractors must demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business in the Town. The Town reserves the right to require the Contractor to permanently remove personnel from Work under the Contract that fail to comply with the requirements of this section.

D10.02 SUPERVISIONS OF THE WORK

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable.

Contractor must have a competent English-speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

D10.03 RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Invoice, whether incorporated in the Project or not, will pass to the Town upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager with completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submits a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Article B9.01.

Conditional Release of Liens are not accepted by the Town.

D10.04 PROGRESS PAYMENTS

Contractor may make application for payment for Work completed during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line-item breakdown, contained in the Bid Form, with payments based on actual Work performed. All applications shall be submitted in triplicate and the Contractor shall only use the Town's Contractor Payment Application Form or an invoice format approved by the Town. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated Project Schedule as required by Article B2.03 and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager. Each application for payment shall be submitted in duplicate for approval.

The Town shall not pay more than five (5%) of the Total Contract price as mobilization should a schedule of values be required of the contractor

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
4. Damage to another contractor not remedied.
5. Liquidated damages and costs incurred by Town and/or Consultant for extended construction administration.
6. Failure of Contractor to provide any and all documents required by the Contract Documents.

Contractor may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location, subject to the sole discretion and approval of the Project Manager. Where a payment request is made for materials or equipment not incorporated in the Project but delivered and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment shall be conditioned upon submission by the Contractor of paid invoices and an executed Material Purchased/Stored On-Premises form to establish the Town's title to such materials or equipment, or otherwise protect the Town's interest, including applicable insurance in the name of Town and transportation to the Project site.

Contractor retains sole liability to replace such stored materials or equipment as a result of damage or loss for any reason.

D10.05 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion.

D11 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to obtain final completion of projects within the timeframes
established in the Contract, the Work Order, or any approved extension of time the Contractor may be
granted by the Town. In the event of a delay in completion beyond the date established in the Contract

or Work Order, the Contractor must pay to the Town for each and every calendar day of unexcused delay, which is hereby agreed upon not as a penalty but as liquidated damages. The per diem amount to be paid in liquidated damages shall be stated in each Work Order as applicable. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Work Order.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

D12 REQUESTS FOR INFORMATION

The Contractor must submit a Request for Information ("RFI") where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town must respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

D13 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year, or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager with a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due to the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor

and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

D14 SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION

The Work will be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material or substantial variations from the Contract and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Contractor will sign the Substantial Completion Inspection Form. The signing of this form does not relieve the Contractor from its obligation to complete the Project.

When the Contractor believes that the Work is substantially complete, the Contractor must request in writing that the Project Manager or Consultant inspect the Work to determine if Substantial Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of Completion no request for Substantial Completion inspection is to be submitted until the Contractor has obtained the Certificate(s) of Completion. The Project Manager or Consultant will schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be identified on this form, and it will be known as Punch List Work. The Punch List must be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager or Consultant, and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and the receipt and acceptance of any required documentation, including warranty documents, the Project Manager will determine that a Project has achieved Final Completion and authorize final payment.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D15 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager will, within ten (10) calendar days, make an inspection thereof. If Project Manager find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Contractor must deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the final invoice.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Town will, upon such certification of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing final payment, except that it will not constitute a waiver of claims.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D16 NDPES REQUIREMENTS

Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at http://www.dep.state.fl.us/water/stormwater/npdes/. Contractor is responsible for obtaining, completing, and paying for any required NPDES application or permits that may be required.

END OF SECTION

SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM

This Contract 2023-36R made this 24th day of October in the year 2023 in an amount not to exceed budgeted funds by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Florida Sidewalk Solutions hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

By: _____
Gina M. Inguanzo, Town Clerk

TOWN OF MIAMI LAKES

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____ Date: 10/12/23
Lorenzo Cobiella, Deputy Town Attorney

Signed, sealed, and witnessed in the presence of:

CONTRACTOR

Florida Sidewalk Solutions
(Contractor's Name)

By: _____

EMMANUELLE BUTEAU
Notary Public-State of Florida
Commission # HH 384727
My Commission Expires
April 09, 2027

By: _____

Name: Steven Sdankus

Title: President

Date: 9-20-23

Section C. (*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.
Section D.

CORPORATE RESOLUTION

WHEREAS, Florida Sidewalk Solutions, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President/Owner (type title of officer), Steven Sdankus (type name of officer), is hereby authorized and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 20TH day of September, 2023.

N/A

Corporate Secretary

(Corporate Seal)

SECTION E. CONTRACTOR'S BID

INVITATION TO BID

REPAIR OF SIDEWALK TRIP HAZARDS

ITB No. 2023-36R

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Carlos O. Alvarez
Councilmember Luis E. Collazo
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Ray Garcia
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	August 31, 2023
Bids Due	11:00 AM EST, September 21, 2023

SECTION E. FORMS

BID FORM

This Bid is submitted on behalf of Florida Sidewalk Solutions (hereinafter "Bidder") located at

(Name of Bidder)

7051 SW 22nd Court, DAVIE FL 33317, submitted on 9-21-23

(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No. 2023-36R for Repair of Sidewalk Trip Hazards**

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms, and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county, or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing, or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

BID PRICE

Bidder's **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

Task	UM	Unit Price	Quantity	Extended Price
Repair of Sidewalk Trip Hazards	Inch foot	$32.50	5,700 in-ft	$ 185,250.00
			TOTAL BID AMOUNT:	$ 185,250.00

Firm's Name: Florida Sidewalk Solutions, LLC

SSN or Federal ID No.: _____ Telephone No.: (954) 514-7218

E-Mail Address: Crystal@floridasidewalksolutions.com Facsimile No.: (954) 616-8834

Town/State/Zip: Davie, Florida 33317

Printed Name/Title: Steven Sdankus President/owner Signature: _____

Company Profile and Declaration

Solicitation Name: REPAIR OF SIDEWALK TRIP HAZARDS

Solicitation Number: 2023-36R

Submitted By: FLORIDA SIDEWALK SOLUTIONS, LLC
(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

STEVEN SDANKUS - PRESIDENT
(Name and Title of Officer Signing the Submittal for the Respondent)

CRYSTAL HAWKINS - OFFICE MANAGER
(Contact Name, if different from Officer)

7051 SW 22nd COURT
(Street Address)

DAVIE, FL 33317
(City/State/Zip Code)

Crystal@floridasidewalksolutions.com (954) 514-7218
(Email Address) (Phone Number)

Declaration

I, STEVEN SDANKUS hereby declare that I am the
Print Name

PRESIDENT of FLORIDA SIDEWALK SOLUTIONS,
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local lows, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;
13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county, or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing, or debarment, including the reasons and timeframe.

This declaration was executed in Broward County, State of Florida on 9/20 2023.

Signature

STEVEN SDANTUS

Print Name

Subscribed and sworn to before me this 20th day of September, 2023.

Signature

Emmanuelle Buteau

Print Name

(Notary Seal/Stamp)

EMMANUELLE BUTEAU
Notary Public-State of Florida
Commission # HH 384727
My Commission Expires
April 09, 2027

Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership? 18 YEARS

   a. Professional Licenses/Certifications (include name and license #)* Issuance Date

   MIAMI DADE County TAX RECEIPT - 6079990 10-1-22
   TOWN of DAVIE TAX RECEIPT - 41998 10-1-22
   PALM BEACH County TAX RECEIPT - 2017097094 10-1-22
   BROWARD County TAX RECEIPT - 329-30464 10-1-22

   (*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☐ Corporation ☑ LLC ☐ Other

   If other, please describe the type of company: _____

   a. FEIN/EIN Number: 56-2520955

   b. Dept. of Business Professional Regulation Category (DBPR):

   No Category

      i. Date Licensed by DBPR: No Category - DBPR

      ii. License Number: DBPR TOLD US TO USE occupational License & DADE County CC#

   c. Date registered to conduct business in the State of Florida: 6/28/05

      i. Date filed: 6/28/05

      ii. Document Number: L05000064166

   d. Primary Office Location: 7051 SW 22nd Court DAVIE, FL 33317

   e. What is your primary business? SIDEWALK TRIP HAZARD REPAIR SERVICE USING OUR PATENTED HORIZONTAL SAW-CUT METHOD ADA COMPLIANT
   (This answer should be specific)

f. Name of Qualifier, license number, and relationship to company:

STEVEN SDANKUS EO600786, PRESIDENT & OWNER

g. Name of previous Qualifiers during the past five (5) years including license numbers, relationship to company and years as qualifier for the company:

STEVEN SDANKUS EO600786 PRESIDENT & OWNER 18 yrs.

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
N/A		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
STEVEN SDANKUS	President / CONCRETE ENGINEER	49%
DINA SDANKUS	CEO	51%

b. Is any owner identified above an owner in another company? ☑ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership

ROSCO Investments, LLC - STEVEN SDANKUS - CEO 50%
(Property Investments)
DINA SDANKUS - PRESIDENT 50%

c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

Name	Title	All	Signatory Authority Cost	Signatory Authority No-Cost	Signatory Authority Other
STEVEN SDANKUS	PRESIDENT	☑	☐	☐	☐

Dina SDANKUS - CEO	☑ ALL	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

Explanation for Other: _____

4. Employee Information

   a. Total No. of Employees: _____

   b. Total No. of Managerial/Admin. Employees: _____

   c. Number of Trades Personnel and total number per classification:
   (Apprentices must be listed separately for each classification)

   _____

   _____

   _____

5. Will a Labor Force Company be used to provide any workers? ☐ Yes ☑ No

6. Employer Modification Rating: N/A

7. Insurance & Bond Information:

   a. Insurance Carrier name & address:

   BERKSHIRE HATHAWAY GUARD INSURANCE COMPANY
   P.O. BOX AH 39 PUBLIC SQUARE, WILKES-BARRE, PA 18703-0020

   b. Insurance Contact Name, telephone, & e-mail:

   MICHAEL GEGERSON - 954-540-7430

   c. Insurance Experience Modification Rating (EMR): .84
   (if no EMR rating please explain why)

   d. Number of Insurance Claims paid out in last 5 years & value: Ø

   e. Bond Carrier name & address:

   N/A

f. Bond Carrier Contact Name, Telephone number, & Email:

N/A

g. Number of Bond Claims paid out in the last 5 years & value of each:

N/A

8. Have any lawsuits been filed against your company in the past 5 years? ☐ Yes ☑ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☑ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations?
☐ Yes ☑ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?
☐ Yes ☑ No
If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

☐ Yes ☑ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
☐ Yes ☑ No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Has your company been cited for any OSHA violations in the past five (5) years?
☐ Yes ☑ No

If yes, in a separate attachment provide a listing of all such violations including the circumstances and disposition of each violation.

15. Project Management & Subcontract Details:
    a. Name the Project Manager ("PM") for this Project: Troy Martin-Vegue
    b. How many years has the PM been with the Company: 3 YEARS
    c. List all the PM's licenses & certifications:

N/A

    d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

THE RIDGES-Subdivision - WESTON, FL $60K
City OF HOLLYWOOD, FL $152K
TOWN of MIAMI LAKES - FL $51,999.96
Village of Pinecrest, FL $67,789
TOWN of PALM BEACH, FL $100K

    e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
N/A	No Sub-Contractors to be used.		

Florida SIDEWALK SOLUTIONS
Trip Hazard Removal Specialists

Troy Martin-Vegue
Project Manager

Job Title:	Supervisor
Reports To:	President, CEO & Project/Mtc. Manager
Prepared By:	Dina Callari-Sdankus
Date:	December 22, 2020

Essential Duties and Responsibilities:

- Supervise crew (s) with a positive attitude, in order to maintain a productive, organized workplace.
- Must have the ability to take charge of most situations, and act in the best interest of the company; while maintaining a safe work environment.
- Train new employees as necessary, document training.
- Work with Office Coordinator/Manager on "work in progress".
- Report any customer issues or complaints.
- Report any issues with employees requiring disciplinary action.
- Conduct property walk-throughs to ensure work is completed and done to FSS standards.
- Ensure that the crews have proper safety equipment and the basic essentials to perform their jobs.
- Ensure that all equipment/vehicles are working properly.
- Verify that all trucks are locked, and equipment is properly stored at end of business.
- Conduct Estimates on properties as assigned
- All other duties as assigned.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Requirements

- Able to work in hot sun daily while using a respirator and safety glasses.
- Able to walk for long periods of time.
- Must be able to lift heavy equipment (generators, saws, blowers, etc.)
- Able to work under pressure.
- Must be able to follow directions in a fast-paced environment.
- Must be detail – oriented.
- Applicant **MUST** have a valid Florida Driver's License.
- Able to communicate clearly and with professionalism.

Education and/or Experience

High School Diploma or higher education preferred
Minimum 3 years experience with Florida Sidewalk Solutions
Minimum of 2 years' experience as a Concrete Cutter / Estimator

Language Skills

Fluent English
Bilingual a plus, but not mandatory

Mathematical Skills

Average to above average basic skills

Reasoning Ability

Average to above average. Able to take appropriate actions as required with the companies best interest.

I acknowledge the above-referenced job description and understand the duties required.

_____ _____

Signature of Employee Date

_____

Print Name

f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

REMOVED IDENTIFIED TRIP HAZARDS USING OUR GIS SYSTEM & PATENTED HORIZONTAL SAW-CUT METHOD TO BE ADA COMPLIANT

16. Current and Prior Experience:

a. Current Experience

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar size, scope, and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address, and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters. Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: A [illegible] - PRESIDENT
Signature of Authorized Officer

9-20-23
Date

STEVEN SDANKUS
Printed Name

CONTRACT EXECUTION FORM

This Contract 2023-36R made this ___ day of _____ in the year ____ in an amount not to exceed _____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina M. Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Lorenzo Cobiella, Deputy Town Attorney

Date: _____

Signed, sealed, and witnessed in the presence of:

CONTRACTOR

Florida Sidewalk Solutions
(Contractor's Name)

By: E Buteau

EMMANUELLE BUTEAU
Notary Public-State of Florida
Commission # HH 384727
My Commission Expires
April 09, 2027

By: _____

Name: Steven Sdanius

Title: President

Date: 9-20-23

Section C. (*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.
Section D.

CORPORATE RESOLUTION

WHEREAS, Florida Sidewalk Solutions, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President/Owner, (type title of officer)

Steven Sdankus, (type name of officer) is hereby authorized and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 20TH day of September, 2023.

N/A
Corporate Secretary

(Corporate Seal)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes

by STEVEN SDANKUS - PRESIDENT
[print individual's name and title]

for FLORIDA SIDEWALK SOLUTIONS
[print name of entity submitting sworn statement]

whose business address is

7051 SW 22nd Court
DAVIE, FL 33317

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-2520955

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Steven Sdankus to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Steven Sdankus executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 20th day of September, 2023

My Commission Expires: 04/09/2027

E Buteau

Notary Public State of Florida at Large

EMMANUELLE BUTEAU
Notary Public-State of Florida
Commission # HH 384727
My Commission Expires
April 09, 2027

NON-COLLUSIVE AFFIDAVIT

State of Florida }
} SS:
County of Broward }

Steven Sdankus being first duly sworn, deposes and says that:

a) He/she is the STEVEN SDANKUS / OWNER (Owner, Partner, Officer, Representative or Agent) of Florida Sidewalk Solutions, the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e)Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____

STEVEN SDANKUS
(Printed Name)

PRESIDENT
(Title)

BEFORE ME, the undersigned authority, personally appeared Steven Sdankus to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Steven Sdankus executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 20th day of September, 2023

My Commission Expires: 04/09/2027

Notary Public State of Florida at Large

EMMANUELLE BUTEAU
Notary Public-State of Florida
Commission # HH 384727
My Commission Expires
April 09, 2027

Form NCA

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and Steven Sdankus or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: President

BEFORE ME, the undersigned authority, personally appeared Steven Sdankus to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Steven Sdankus executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 20th day of September, 2023

My Commission Expires: 04/09/2027

_____
Notary Public State of Florida at Large

EMMANUELLE BUTEAU
Notary Public-State of Florida
Commission # HH 384727
My Commission Expires
April 09, 2027

CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
} SS:
County of Broward }

Steven Sdankus being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Florida Sidewalk Solutions the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____

STEVEN SDANKUS
(Printed Name)

President / OWNER
(Title)

BEFORE ME, the undersigned authority, personally appeared Steven Sdankus to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Steven Sdankus executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 20th day of September, 2023

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Notary Public State of Florida at Large

Form COI

EMMANUELLE BUTEAU
Notary Public-State of Florida
Commission # HH 384727
My Commission Expires
April 09, 2027

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

(a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.

(c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Florida Sidewalk Solutions

Authorized representative (print): STEVEN SOANKUS

Authorized representative (signature): _____ Date: 9-20-23

MIAMI LAKES
Growing Beautifully

PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Florida Sidewalk Solutions Solicitation No.: 2023-36R

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

N/A

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

b) Any family relationships with any employee or elected representative of the Town.

N/A

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

Authorized Signature

9-20-23
Date:

STEVEN SDANKUS
Print Name

President/OWNER
Title:

Exhibit A
Section D

CONCRETE SLICING SPECIFICATIONS

A. Florida Sidewalk Solutions will repair all sidewalk trip hazards from 1/4" and up to 2" differential, as long the integrity of the sidewalk is not compromised, within the areas identified in a Work Order.

B. Florida Sidewalk Solutions will remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving a zero point of differential between slabs.

C. Florida Sidewalk Solutions will not use any type of "fill" material that deteriorates or breaks apart over time.

D. Florida Sidewalk Solutions will not cause any damage to landscape, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the Florida Sidewalk Solutions equipment causes damage to above, the City must be notified immediately, and damages must be repaired at the Contractor's expense within 24 hours of the time the damage occurred.

E. Florida Sidewalk Solutions will follow all relevant federal, state and local regulations in impacting path of travel in assigned work areas at all times.

F. Florida Sidewalk Solutions will completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost.

G. Florida Sidewalk Solutions will repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

H. Florida Sidewalk Solutions shall guarantee specified repair slope (1:12 ratio based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, Florida Sidewalk Solutions will repair to specification at no additional charge within 24 hours of discovery.

I. Florida Sidewalk Solutions will guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.

Exhibit A
Section D

J. Florida Sidewalk Solutions's hardware will be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.

K. Florida Sidewalk Solutions will respond to all request for trip hazard repair within 48 hours of notice from the city failure to do so will lead to termination of the contract.

SIDEWALK INSPECTION AND DATA COLLECTION

Florida Sidewalk Solutions will walk and visually inspect every sidewalk panel in the project area and will use data collection that records the details of the work. The data shall be transmitted electronically to the City Representative. The data shall be provided in both an MS Excel table. Data shall be provided in HML or HMZ format suitable for use as a Google Earth layer. The data must include an itemized summary of all repaired hazards, including the data indicated below:

- The displacement height of the proposed repair
- The physical location (street address) of each repair
- The GPS coordinates with precision/repeatability of 2 ft. or better.
- An indication whether the hazard is to be repaired by sidewalk slicing or by another method such as removal and replacement

INCH FEET PRICING

1 To 12 Ratio at $32.50 per inch foot

- Inch Foot Calculation (Based on height of each trip hazard & lineal feet of proposed correction)

SURVEY PROCESS (Documentation of Average Height Displacement)

- Two measurements of displacement height on each proposed repair

EXAMPLE (Lifted .25 to .50 across a 5 Foot Wide Sidewalk)

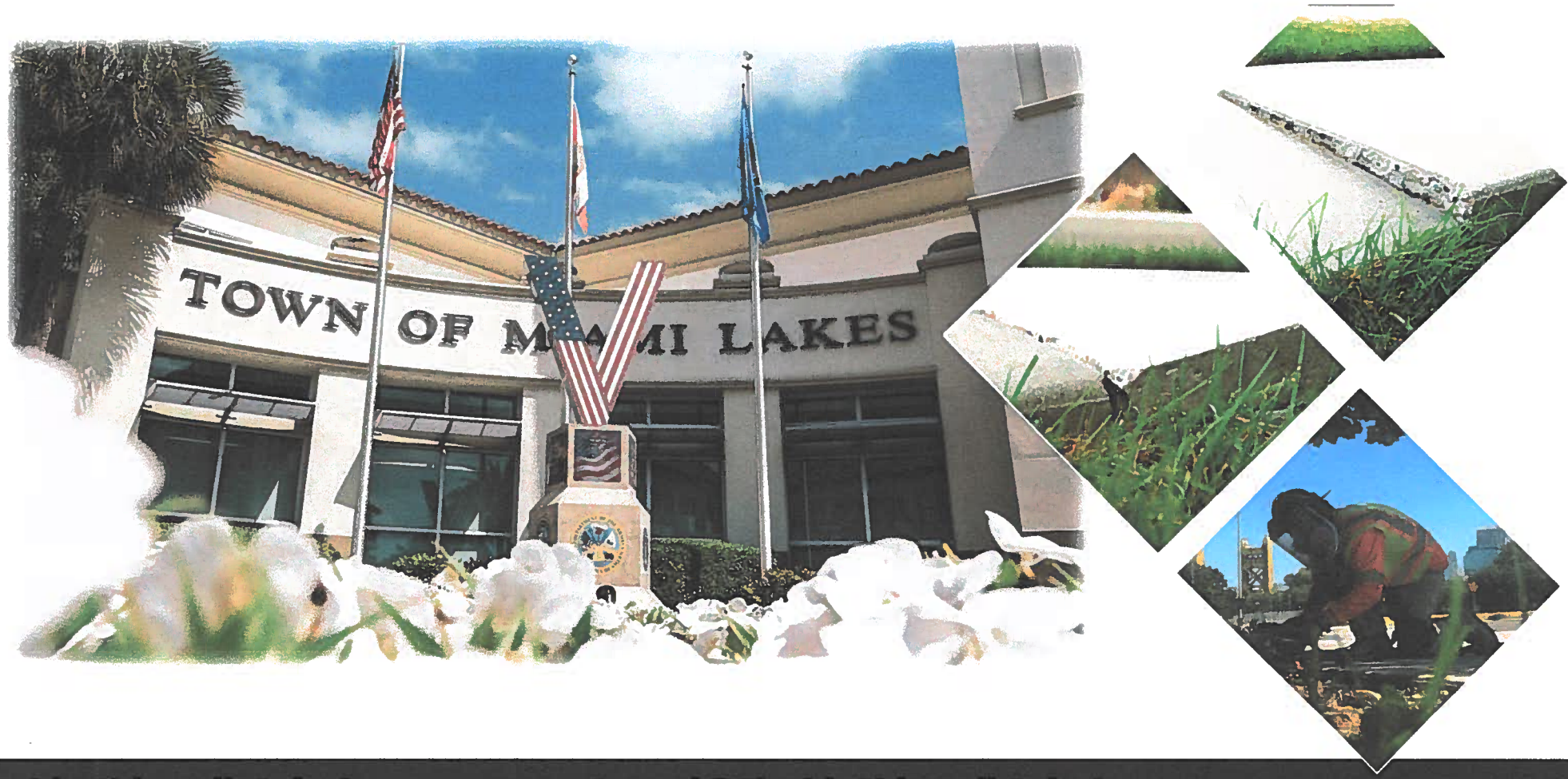
- Height Left Corner .25 + Height Right Corner .50 (divide by 2 = .375)
- .375 Average Height x 5 Lineal Feet = 1.88 Inch Feet
- 1.88 Inch Feet x $32.50 Cost Per Inch Foot = $61.10 Removal Cost

Florida SIDEWALK SOLUTIONS
Trip Hazard Removal Specialists

June 29, 2023

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
C/O Nicole Gil

SIDEWALK SAFETY EVALUATION



Florida Sidewalk Solutions
Crystal Hawkins Office: 954-514-7218
Crystal@FloridaSidewalkSolutions.com
www. FloridaSidewalkSolutions.com

Florida SIDEWALK SOLUTIONS
Trip Hazard Removal Specialists

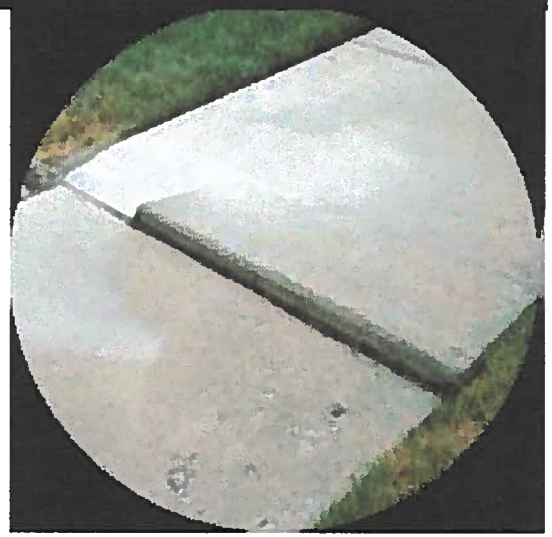
June 29, 2023

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
C/O Nicole Gil

SIDEWALK SURVEY RESULTS

Complete Survey Results :

- Trip Hazards Identified: **136**
- Miles Surveyed: **2.837**
- Inch Feet (Concrete Removed): **454.50**
- Contract Cost Per Inch Foot: **$28.50**
- Lineal Feet of Corrections: **703**
- **Estimate Repair Cost: $12,098.25**

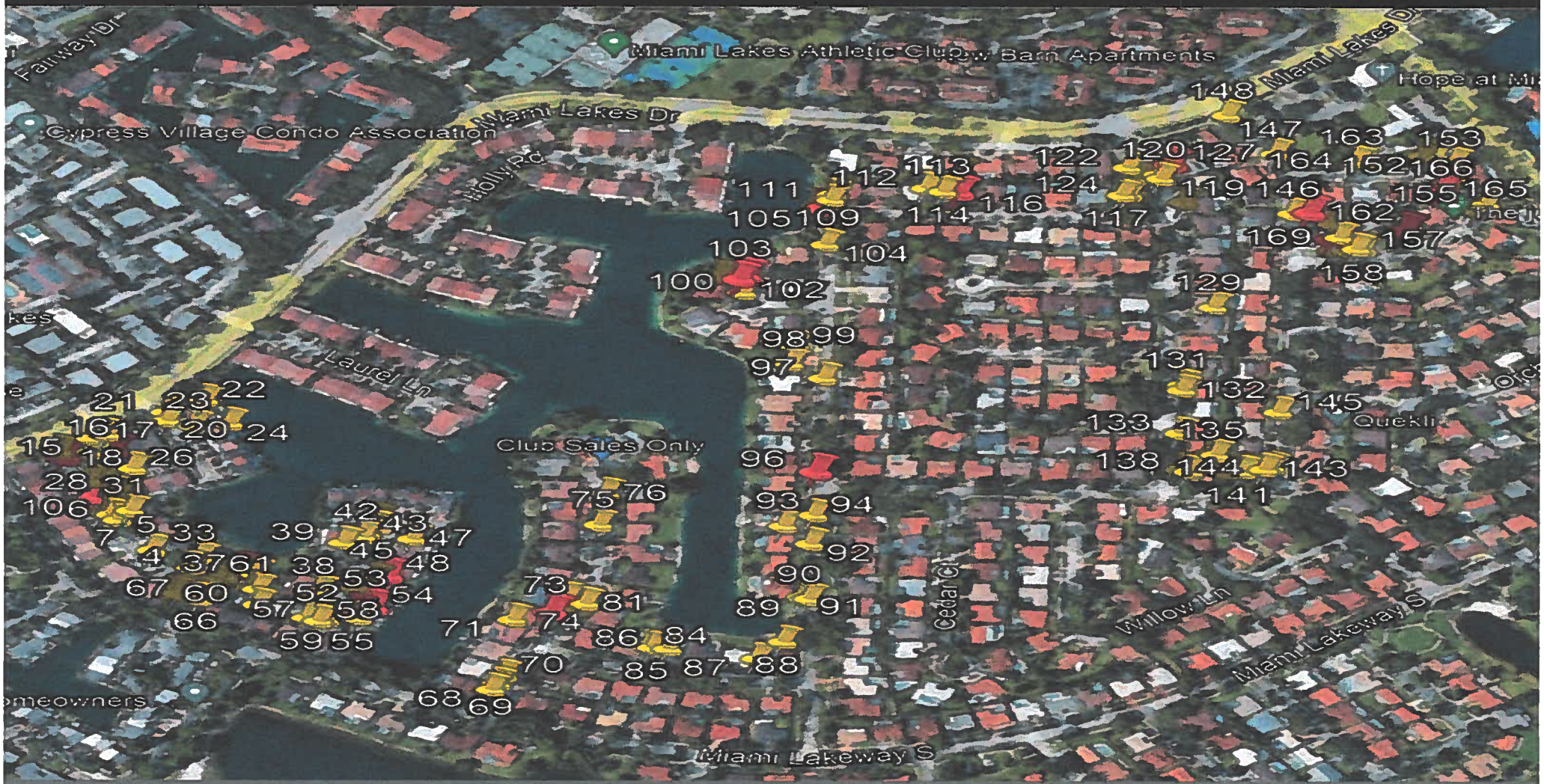


The information in this summary is confidential and proprietary. This document is exempt from release under the Freedom of Information Act and may not be distributed under any circumstances.

Florida SIDEWALK SOLUTIONS
Trip Hazard Removal Specialists

Town Of Miami Lakes
Area Screenshot

TRIP HAZARD REPAIR MAP



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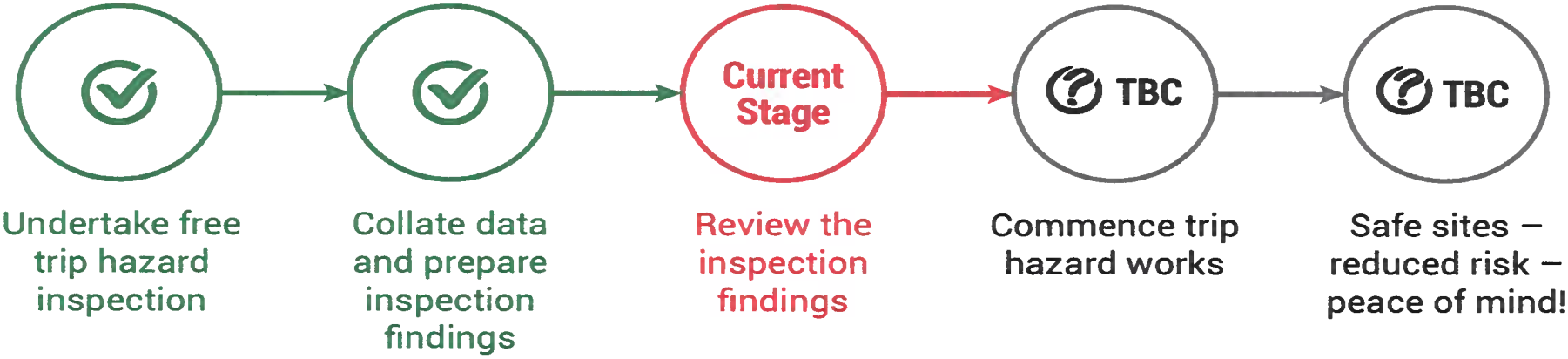
Florida SIDEWALK SOLUTIONS
Trip Hazard Removal Specialists

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
C/O Nicole Gil

WHAT'S NEXT

Where are we at?

Inspection delivered - Recommendations Made – Awaiting Approval



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Florida SIDEWALK SOLUTIONS
Trip Hazard Removal Specialists

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
C/O Nicole Gil

Florida Sidewalk Solutions

ABOUT OUR WORK:

- Please note this survey in no way constitutes or guarantees the identification of every trip hazard on site. Therefore, the final determination of the work to be performed shall be the sole responsibility of the customer. Florida Sidewalk Solutions (FSS) removes only those trip hazards specifically requested by customers and therefore makes no guarantee or representation that the property is free of trip hazards after the project is completed.
- ALL jobs require a Florida Sidewalk Solutions signed Notice to Proceed / Contract for Patented – Saw Cutting Trip Hazard Removal in order to be scheduled. Any changes or additions are subject to contract document legal fees.
- Our work requires the use of generators; therefore, we cannot work in rainy conditions or with wet concrete.
- Florida Sidewalk Solutions does not remove or replace sidewalks. The site map has **thirty-four red pinpoint locations** that are beyond our scope of work and in need of replacement. Areas noted for replacement are recommendations only and are not included in this proposal. Replacements are the sole responsibility of the customer.
- Town of Davie Occupational license: #41998 /Broward County Occupational license: #329-30464
- Miami-Dade County Occupational license: #607999-0 /Certificate of Competency: E0600786 / Federal Tax ID: #56-2520955
- Certificate of Liability includes: General Liability=$2,000,000/General Aggregate=$2,000,000 / Automobile=$1,000,000/ Worker's Comp=$1,000,000 / Please let us know in advance if you need to be listed as a *Certificate Holder* on our policy.

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Nicole Gil
Town of Miami Lakes 2023
6601 Main Street
Miami Lakes, Fl 33014
(305) 364-6100
giln@miamilakes-fl.gov

Date: Jun 29, 2023
Survey #: 170144
User: TMV
iPad: Paco

Florida Sidewalk Solutions
7051 SW 22nd Ct
Davie, Fl 33317
(954) 514-7218

Gator needed in certain areas

Total Ln. Ft.
703

Total In. Ft.
424.50

No.	H1	H2	Lineal Feet	Location	Notes	Buttons	Inch Feet
1	0.75	0.50	5	7324 Jacaranda Ln			3.13
2	0.50	2.00	5	7324 Jacaranda Ln			6.25
3	0.50	1.75	5	7324 Jacaranda Ln			5.63
4	1.00	1.50	5	7326 Jacaranda Ln	Re-cut		6.25
5	0.25	0.50	5	7332 Jacaranda Ln		Level Crack	1.88
6	0.25	1.00	5	7340 Jacaranda Ln			3.13
7	1.50	0.25	5	7340 Jacaranda Ln	Re-cut		4.38
8	1.25	0.50	5	7340 Jacaranda Ln	Re-cut		4.38
9	0.75	1.75	5	7340 Jacaranda Ln			6.25
10	0.25	0.50	5	7344 Jacaranda Ln	7346	Replace	1.88
11	0.00	0.00		7348 Jacaranda Ln	Two hollow	Replace	
12	0.50	0.25	5	7348 Jacaranda Ln			1.88
13	0.00	0.00		7354 Jacaranda Ln	Too hollow	Replace	
14	0.50	0.00	5	7358 Jacaranda Ln			1.25
15	0.50	1.00	5	7211 Jacaranda Ln	Re-cut		3.75
16	1.00	0.50	5	7354 Jacaranda Ln	Re-cut 7211	Chip	3.75
17	0.25	0.50	5	7211 Jacaranda Ln			1.88
18	0.25	1.50	5	7209 Jacaranda Ln	Re-cut		4.38
19	0.00	0.00		7354 Jacaranda Ln		Replace	
20	0.50	0.50	5	7201 Jacaranda Ln			2.50
21	0.75	0.25	5	7201 Jacaranda Ln			2.50
22	0.75	0.75	5	7202 Jacaranda Ln			3.75
23	0.00	0.50	5	7206 Jacaranda Ln			1.25
24	1.00	1.00	5	7208 Jacaranda Ln			5.00
25	0.00	0.00		7222 Jacaranda Ln	Too damaged old patch	Replace, Chip	
26	0.50	0.25	5	7226 Jacaranda Ln			1.88
27	0.50	0.50	5	7348 Jacaranda Ln			2.50
28	0.50	0.50	5	7344 Jacaranda Ln			2.50
29	0.50	1.00	5	7344 Jacaranda Ln	Re-cut		3.75
30	0.50	0.50	5	7344 Jacaranda Ln			2.50
31	0.25	1.00	5	7340 Jacaranda Ln		Cut Edge	3.13
32	0.00	0.00		7336 Jacaranda Ln		Replace, Chip	
33	0.25	0.75	5	7326 Jacaranda Ln	7242		2.50
34	0.00	0.00		7242 Jacaranda Ln	Two damaged around water meter vault	Replace, Chip	
35	0.00	0.00		7250 Jacaranda Ln	To damaged 7248	Replace	
36	1.50	0.75	5	7250 Jacaranda Ln			5.63
37	0.25	0.75	5	7250 Jacaranda Ln			2.50
38	0.25	0.50	5	7306 Jacaranda Ln			1.88
39	0.75	0.50	7	7262 Jacaranda Ln		Level Crack	4.38
40	0.00	0.00		7270 Jacaranda Ln		Replace, Chip	
41	0.00	0.00		7270 Jacaranda Ln		Replace, Chip	
42	1.00	1.00	5	7262 Jacaranda Ln			5.00
43	0.50	0.50	5	7262 Jacaranda Ln		Level Crack	2.50
44	0.50	1.25	5	7264 Jacaranda Ln	Re-cut	Level Crack	4.38
45	0.25	0.50	5	7276 Jacaranda Ln			1.88
46	0.50	0.00	5	7276 Jacaranda Ln			1.25
47	0.25	1.00	5	7288 Jacaranda Ln			3.13
48	0.00	0.00		7296 Jacaranda Ln	To hollow	Replace	
49	0.25	0.50	5	7298 Jacaranda Ln			1.88
50	0.00	0.00		7300 Jacaranda Ln		Replace, Chip	
51	0.50	0.50	6	7258 Jacaranda Ln			3.00
52	1.25	0.25	5	7302 Jacaranda Ln			3.75
53	0.50	0.25	5	7302 Jacaranda Ln			1.88
54	0.00	0.00		7302 Jacaranda Ln		Replace	
55	1.50	0.50	5	7304 Jacaranda Ln	Re-cut		5.00
56	0.25	1.25	5	7304 Jacaranda Ln	Re-cut	Replace	3.75
57	0.00	0.50	5	7308 Jacaranda Ln			1.25

58	0.50	0.25	5	7308 Jacaranda Ln			1.88
59	0.50	0.50	7	7310 Jacaranda Ln		Level Crack	3.50
60	0.50	0.25	5	7316 Jacaranda Ln			1.88
61	0.50	0.75	5	7318 Jacaranda Ln			3.13
62	1.00	0.25	5	7320 Jacaranda Ln			3.13
63	1.00	1.00	5	7322 Jacaranda Ln	Re-cut		5.00
64	0.75	0.75	5	7322 Jacaranda Ln	Re-cut		3.75
65	0.50	0.75	5	7322 Jacaranda Ln	Re-cut		3.13
66	0.75	0.50	5	7322 Jacaranda Ln	Re-cut		3.13
67	0.50	0.75	5	7322 Jacaranda Ln	Re-cut		3.13
68	0.50	0.50	5	14402 Rosewood Rd			2.50
69	0.00	0.50	5	14402 Rosewood Rd			1.25
70	0.75	0.50	5	14412 Rosewood Rd			3.13
71	0.50	0.00	5	14432 Rosewood Rd			1.25
72	0.00	0.00		14442 Rosewood Rd	Two damaged and hollow	Replace, Chip	
73	0.00	0.00		14442 Rosewood Rd	Two damaged	Replace	
74	0.50	0.25	5	14442 Rosewood Rd			1.88
75	0.25	0.50	5	14612 Rosewood Rd	Re-cut		1.88
76	0.25	1.25	5	14522 Rosewood Rd		Next to pavers	3.75
77	0.00	0.00		14601 Rosewood Rd	adjacent slab to damaged	Replace, Chip	
78	0.00	0.00		14601 Rosewood Rd	adjacent slab to damaged	Replace, Chip	
79	0.00	0.00		14612 Rosewood Rd		Replace, Chip	
80	0.00	0.00		14531 Rosewood Rd	To damaged	Replace, Chip	
81	0.00	0.50	5	14431 Rosewood Rd		Level Crack	1.25
82	0.50	0.75	5	14421 Rosewood Rd			3.13
83	0.00	0.00		7243 Dade Pine Ct	Too damaged	Replace, Chip	
84	1.50	0.50	5	7243 Dade Pine Ct	Re-cut	Next to pavers	5.00
85	0.75	0.50	5	7243 Dade Pine Ct	Re-cut		3.13
86	1.00	1.00	5	7252 Dade Pine Ct	7233		5.00
87	0.50	1.00	5	7232 Dade Pine Ct	7213		3.75
88	0.75	1.00	5	7203 Dade Pine Ct	Re-cut		4.38
89	0.25	0.50	5	14511 Dade Pine Ave	Need gator next to lake		1.88
90	1.25	1.00	5	14511 Dade Pine Ave	Need gator next to lake		5.63
91	0.50	0.25	5	14511 Dade Pine Ave	Need gator next to lake		1.88
92	0.75	0.75	5	14510 Dade Pine Ave			3.75
93	0.25	1.00	5	14520 Dade Pine Ave	Re-cut		3.13
94	0.50	0.25	5	14530 Dade Pine Ave			1.88
95	0.00	0.00		14530 Dade Pine Ave		Replace, Chip	
96	0.00	0.00		14600 Dade Pine Ave	To damaged	Replace	
97	0.25	0.50	5	14720 Dade Pine Ave			1.88
98	0.25	0.75	5	14730 Dade Pine Ave			2.50
99	0.25	0.75	5	14740 Dade Pine Ave			2.50
100	0.50	0.25	5	14830 Dade Pine Ave		Next to pavers	1.88
101	0.75	0.25	5	14840 Dade Pine Ave			2.50
102	0.00	0.00		14830 Dade Pine Ave		Replace	
103	0.00	0.00		14830 Dade Pine Ave		Replace	
104	0.25	0.50	5	14821 Dade Pine Ave	14870		1.88
105	0.00	0.00		14870 Dade Pine Ave		Replace	
106	1.00	0.75	5	14870 Dade Pine Ave	Need gator next to the lake		4.38
107	1.00	0.50	5	14870 Dade Pine Ave	Need gator next to the lake	Recut	3.75
108	1.00	1.00	9	6895 Queen Palm Ter	Need gator next to the lake	Recut	9.00
109	1.00	0.75	7	6895 Queen Palm Ter	Need gator next to the lake		6.13
110	0.50	0.50	6	6895 Queen Palm Ter	Need gator next to the lake		3.00
111	0.25	0.75	5	6895 Queen Palm Ter	Need gator next to the lake		2.50
112	0.25	1.25	5	6875 Queen Palm Ter			3.75
113	0.25	1.00	5	6875 Queen Palm Ter		Recut	3.13
114	0.25	0.75	5	6875 Queen Palm Ter	6865	Recut	2.50
115	0.75	0.50	5	6865 Queen Palm Ter		Recut	3.13
116	0.00	0.00		6875 Queen Palm Ter	To hollow	Replace	
117	0.75	0.25	5	6825 Queen Palm Ter	Next to Park	Recut	2.50
118	0.50	0.75	5	6825 Queen Palm Ter	Next to Park	Recut	3.13
119	0.50	0.50	5	14811 Palmetto Palm Ave	Next to Park		2.50
120	0.50	0.50	5	14821 Palmetto Palm Ave	Next to Park		2.50
121	0.00	0.00		6825 Queen Palm Ter	In the Park	Replace, Chip	
122	0.50	0.50	6	6825 Queen Palm Ter	In the Park	Level Crack	3.00
123	0.50	0.50	11	6825 Queen Palm Ter	In the Park		5.50
124	0.25	0.50	5	6825 Queen Palm Ter	Next to park and trip hazard 118		1.88
125	1.00	1.00	5	6800 Miami Lakes Dr		Recut, Chip	5.00
126	0.00	0.00		14811 Palmetto Palm Ave	Two Hollow	Replace, Chip	
127	0.00	0.00		14821 Palmetto Palm Ave	Two Hollow	Replace	
128	0.50	0.25	5	14721 Palmetto Palm Ave		Next to pavers	1.88
129	0.25	0.75	5	14641 Palmetto Palm Ave			2.50
130	0.50	1.25	5	14641 Palmetto Palm Ave		Chip, Next to pavers	4.38
131	0.25	0.50	5	14601 Palmetto Palm Ave		Next to pavers	1.88
132	0.50	0.50	5	14601 Palmetto Palm Ave			2.50

133	0.25	0.50	5	14511 Palmetto Palm Ave			1.88
134	1.75	1.00	5	14501 Palmetto Palm Ave			6.88
135	0.50	0.25	5	14501 Palmetto Palm Ave			1.88
136	0.25	0.50	5	14501 Palmetto Palm Ave			1.88
137	0.50	0.50	9	14511 Palmetto Palm Ave		Level Crack	4.50
138	0.25	0.50	5	14511 Palmetto Palm Ave			1.88
139	0.00	0.00		14501 Palmetto Palm Ave		Replace, Chip	
140	0.25	1.00	5	14501 Palmetto Palm Ave			3.13
141	0.50	0.50	5	14500 Mahogany Ct			2.50
142	0.50	0.50	5	14500 Mahogany Ct		Chip	2.50
143	0.50	1.00	5	14500 Mahogany Ct			3.75
144	0.75	0.50	5	14500 Mahogany Ct			3.13
145	0.50	0.50	5	14520 Mahogany Ct			2.50
146	0.25	0.50	5	14730 Mahogany Ct	14710	Next to pavers	1.88
147	0.00	1.00	5	14810 Mahogany Ct			2.50
148	0.50	0.25	5	14820 Mahogany Ct			1.88
149	0.00	0.00		14810 Mahogany Ct		Replace, Chip	
150	0.75	0.25	5	6778 Parkinsonia Dr		Recut	2.50
151	0.75	0.75	5	6778 Parkinsonia Dr		Recut	3.75
152	0.50	0.25	5	6778 Parkinsonia Dr			1.88
153	0.50	0.25	5	6778 Parkinsonia Dr			1.88
154	0.50	0.50	5	6768 Parkinsonia Dr	6772		2.50
155	0.50	0.75	5	6768 Parkinsonia Dr	6772		3.13
156	0.50	0.75	5	6768 Parkinsonia Dr			3.13
157	0.25	0.75	5	6750 Parkinsonia Dr			2.50
158	0.25	0.50	5	6750 Parkinsonia Dr			1.88
159	0.25	1.75	5	6746 Parkinsonia Dr		Recut	5.00
160	0.75	0.75	5	6746 Parkinsonia Dr			3.75
161	0.75	0.50	5	14715 Mahogany Ct			3.13
162	0.00	0.00		14730 Mahogany Ct	14725	Replace	
163	1.25	0.75	5	6781 Parkinsonia Dr	6799	Recut	5.00
164	0.50	0.25	5	6781 Parkinsonia Dr	6791		1.88
165	0.00	0.00		6771 Parkinsonia Dr		Replace	
166	1.00	0.75	5	6771 Parkinsonia Dr		Recut	4.38
167	0.50	0.25	5	6756 Parkinsonia Dr	6771		1.88
168	0.00	0.00		6755 Parkinsonia Dr	To hollow	Replace	
169	0.50	0.50	5	14715 Mahogany Ct			2.50
170	0.00	0.00		14700 Mahogany Ct		Replace	
			703				**424.50**

CERTIFICATE No. 01

RECEIVED CERTIFICATE No. 01

DATED June 28, 2005

FOR Forty-nine (49) UNITS

ON June 28, 2005

ISSUED TO

NAME Steven Sdankus

ADDRESS 925 S.W. 42 Terrace

Plantation, FL 33317

01

ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA

UNITS 49

Membership Certificate

Florida Sidewalk Solutions LLC

A LIMITED LIABILITY COMPANY

This Certifies That STEVEN SDANKUS *is the owner*

of FORTY-NINE (49) *Units of the above Limited Liability Company transferable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed, and is entitled to the full benefits and privileges of such membership subject to the duties and obligations, as more fully set forth in the Company's Articles of Organization/Operating Agreement/Regulations for this Limited Liability Company. Transfer of these Units is subject to restrictions in the books of the Limited Liability Company.*

In Witness Whereof, *The said Limited Liability Company has caused this Certificate to be executed by its duly authorized Member(s)/Manager(s) and its Limited Liability Company Seal to be hereunto affixed, this* 28th *day of* June *A.D.,* 2005

Dina Ballari-Sdankus
MEMBER

MEMBER

This Document Contains Security Features See back For Details

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

FLORIDA SIDEWALK SOLUTIONS LLC

Filing Information

Document Number	L05000064166
FEI/EIN Number	56-2520955
Date Filed	06/28/2005
State	FL
Status	ACTIVE
Last Event	LC STMNT OF AUTHORITY 21
Event Date Filed	05/11/2015
Event Effective Date	NONE

Principal Address

7051 SW 22nd Court
Davie, FL 33317

Changed: 02/10/2016

Mailing Address

925 SW 42 TERRACE
PLANTATION, FL 33317

Registered Agent Name & Address

PROMETHEUS PARSEC, INC.
493 BOUNDARY BLVD.
ROTONDA WEST, FL 33947

Name Changed: 05/25/2010

Address Changed: 05/25/2010

Authorized Person(s) Detail

Name & Address

Title MGRM

CALLARI-SDANKUS, DINA
925 SW 42 TERRACE
PLANTATION, FL 33317

Title MGRM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2023

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

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

PRODUCER	CONTACT NAME: Darcy Silver	
Townsend Insurance Services, LLC 5931 NW 61st Manor Parkland FL 33067	PHONE (A/C, No, Ext): (954) 764-9099	FAX (A/C, No): (954) 960-6357
	E-MAIL ADDRESS: darcy@tisinsfl.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AmGuard	42390
INSURED Florida Sidewalk Solutions LLC 7051 SW 22nd Court Davie FL 33317	INSURER B : Technology Insurance Company, Inc.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL238205335 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			FLBP418278	08/05/2023	08/05/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			FLAU499013	08/05/2023	08/05/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			FLAU499013	08/05/2023	08/05/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
							Pers/Adv injury	$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4290807	08/05/2023	08/05/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Town of Miami Lakes
6601 Main Street
Miami Lakes FL 33014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Florida SIDEWALK SOLUTIONS
Trip Hazard Removal Specialists

PROFESSIONAL REFERENCES

Campbell Property	Dana Shaw	954-261-5388
Landmark Management	Terry Allen	954-214-3232 terry@landmarkmgmt.com
Castle Group	Nestor Hermida	954-443-1792 nhermida@castlegroup.com
First Service Residential	Evelyn Jasper	954-925-8200 evelyn.jasper@fsresidential.com
Town of Miami Lakes	Carlos Acosta	305-364-6100 acostac@miamilakes-fl.gov
Broward County Schools	Frank Neff	754 321-2911 frank.neff@browardschools.com
Town of Cutler Bay	Alfredo Quintero	305 234-4262 aquintero@cutlerbay-fl.gov
City of South Miami	Aurelio Carmenates	305 403 2063 acarmenates@southmiamifl.gov

The information in this summary is confidential and proprietary. This document is exempt from release under the Freedom of Information Act and may not be distributed under any circumstances.

Electronic Articles of Organization For Florida Limited Liability Company

L05000064166
FILED 8:00 AM
June 28, 2005
Sec. Of State
jbryan

Article I

The name of the Limited Liability Company is:

FLORIDA SIDEWALK SOLUTIONS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

~~925 SW 42 TERRACE~~
~~PLANTATION, FL. 33317~~
1720 SW 119 TERRACE
DAVIE, FL 33325

The mailing address of the Limited Liability Company is:

~~925 SW 42 TERRACE~~
~~PLANTATION, FL. 33317~~
7051 SW 22nd Court
DAVIE, FL 33317

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

~~A1A REGISTERED AGENT INC.~~
~~92 SADBERRY ROAD~~
~~QUINCY, FL. 32351~~
GENO SAUNDERS
9990 SW 77 AV Suite # 203
MIAMI, FL 33156

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: PAUL SMITH V.P.

L05000064166
FILED 8:00 AM
June 28, 2005
Sec. Of State
jbryan

Article V

The name and address of managing members/managers are:

Title: MGRM
DINA CALLARI-SDANKUS
~~925 SW 42 TERRACE~~
~~PLANTATION, FL. 33317~~
1720 SW 119 TERRACE
DAVIE, FL 33325

Title: MGRM
STEVEN SDANKUS
~~925 SW 42 TERRACE~~
~~PLANTATION, FL. 33317~~
1720 SW 119 TERRACE
DAVIE FL 33325

Signature of member or an authorized representative of a member

Signature: DINA CALLARI-SDANKUS

[redacted]

Florida Limited Liability

FLORIDA SIDEWALK SOLUTIONS LLC

PRINCIPAL ADDRESS
~~925 SW 42 TERRACE~~
~~PLANTATION FL 33317~~

1720 SW 119 TERRACE
DAVIE, FL 33325

MAILING ADDRESS
~~925 SW 42 TERRACE~~
~~PLANTATION FL 33317~~

7051 SW 22nd Court
DAVIE, FL 33317

Document Number	FEI Number	Date Filed
L05000064166	NONE	06/28/2005
State	**Status**	**Effective Date**
FL	ACTIVE	NONE
Total Contribution		
0.00		

Registered Agent – GENO Saunders

Name & Address
~~AIA REGISTERED AGENT INC.~~ ~~93 SADBERRY ROAD~~ ~~QUINCY FL 32351~~ GENO Saunders 9990 SW 77 AV Suite # 203 MIAMI, FL 33156

Manager/Member Detail

Name & Address	Title
CALLARI-SDANKUS, DINA 925 SW 42 TERRACE PLANTATION FL 33317	MGRM
SDANKUS, STEVEN ; 925 SW 42 TERRACE PLANTATION FL 33317	MGRM

Florida SIDEWALK SOLUTIONS
Trip Hazard Removal Specialists

Name of Property	City	Inch Feet	Trip Hazards	Start Date	Completion Date	Cost
The Ridges	Weston	1265.5	464	8/14/2023	8/31/2023	45,558.00
City of Hollywood (PFY-2303098)	Hollywood	345.6	100	9/15/2021	9/23/2021	$9,850.46
Town of Miami Lakes (PO 20230224)	Miami Lakes	1824.56	567	11/11/2022	8/4/2023	$51,999.96
Village of Pinecrest	Pinecrest	442.01	192	5/23/2023	9/18/2023	$55,192.68
Town of Palm Beach (PO 220180)	Palm Beach	1066	605	6/27/2022	7/11/2022	$30,811.91



Name of Property	City	Property Manager	Email	Phone Number
The Ridges	Weston	Terry Allen	Terry@LandMarkMGMT.com	954-214-3232
City of Hollywood (PFY-2303098)	Hollywood	Charles Lassiter	CLassiter@hollywoodfl.org	954-967-4336
Town of Miami Lakes (PO 20230224)	Miami Lakes	Nicole Gil	giln@miamilakes-fl.gov	305-364-6100
Village of Pinecrest	Pinecrest	Danysha Valenzuela	Dvalenzuela@pinecrest-fl.go	305-669-6916
Town of Palm Beach (PO 220180)	Palm Beach	John Lawrence	jlawrence@TownOfPalmBeach.com	561-227-7038

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
Ellen T. Baker
L. Marc Cohn
Brian J. LaMotte
Gregory Block

DATE: November 18, 2026

FROM: Kenneth W. Edwards, General Counsel

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

RE: Unit of Development No. 2 – Frenchman's Creek
Shady Lakes Culvert Repair/Replacement

Background

The Shady Lakes residential development is located within Northern's Unit No. 2. Earlier this year, a resident of Shady Lakes attended one of Northern's Board Meetings and spoke about the status of an apparent deteriorating culvert located within a City of Palm Beach Gardens road, (City ROW), portions of which culvert extend into two lakes Northern owns, which I'll refer to as Tracts A and B. The resident expressed his view that it was Northern's obligation to repair/replace the culvert which provides for the flowage of water from Tract A to Tract B that then discharges to an outfall.

Northern looked into the matter and at a subsequent Board Meeting, the Board was advised that to the best of the knowledge of Staff and General Counsel, Northern never accepted, nor received title to the culvert.

Since then, there have been various written and verbal communications between Northern's General Counsel and legal counsel for the Shady Lakes Property Owners Association (POA) who argues that the portions of the culvert extending into Tracts A and B are appurtenance to the subject lakes and, as such, were conveyed to Northern by the deed which conveyed title to the lakes to Northern. In addition, Northern has researched its records and has determined that it has no records regarding acceptance of the culvert and, following a public records request to the City as to its records, the City has advised that it cannot locate any records on the culvert or its permit authorizing its installation.

The Regulatory Office for the South Florida Water Management District (SFWMD) has indicated that, in its opinion, when Northern accepted ownership of the Tracts A and B, Northern thereupon assumed the operation and maintenance of the Shady Lakes surface water management system and, in effect, that apparently includes the culvert. They have been advised that Northern disagrees with their view that such surface water management operation and maintenance includes the culvert since Northern does not own or have an easement over the culvert, rather the culvert is primarily within the City's right-of-way.

Based on the differences of opinion as to who is responsible for the maintenance/repair of the culvert, General Counsel is looking for direction from the Board as to how to proceed.

Fiscal Impact

Northern previously received a verbal estimate that it would cost approximately $100,000 to fix the culvert. Northern has proposed splitting that cost between the Shady Lakes POA, the City and Northern, but the Shady Lakes POA has declined to agree to paying such a share.

Recommendation

General Counsel will present multiple options as to how to proceed, including:

(1) Split the cost of repair between the City and Northern once the City and the developer, Sabatello, grant Northern title to the culvert.

(2) Ask the City to repair/replace the culvert on its own since most of it is within the City right-of-way.

(3) Advise SFWMD that Northern cannot continue to operate the Shady Lakes surface water management system due to its lack of ownership of the culvert.

(4) Abandon all of Northern ownership interest in Tracts A and B and have SFWMD determine how surface water management shall be handled for the Shady Lakes development.

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
Ellen T. Baker
L. Marc Cohn
Brian J. LaMotte
Gregory Block

DATE: October 28, 2026

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

RE: Engineering Review Committee Meeting Report

The Engineering Review Committee met on October 14, 2026, and discussed the following items:

a) Unit No. 3 – Horseshoe Acres/Square Lake
Unit No. 49 – Northern Palm Beach County Business Park
Discuss City of Palm Beach Gardens Annexation Request

Background

On September 3, 2026, the attached email was received from Todd Engle, City Engineer for Palm Beach Gardens, requesting the annexation of five parcels of property owned and maintained by Northern. The properties are illustrated on the attached map provided in the email as well and are located within Unit 3, Horseshoe Acres and Unit 49, Northern Palm Beach County Business Park. Based on the information provided, there are no impacts to Northern regarding this request.
Fiscal Impact

There are minimal fiscal impacts with this item. Staff and legal fees associated with this item should be minimal and will be charged to the respective Units.

Recommendation

Northern Staff is seeking Committee recommendation to the Board regarding this request.

ERC Action

After presentation by Dan Beatty and Kenneth Edwards, a general discussion followed and the Committee recommended the following:

The City of Palm Beach Gardens should provide a funding mechanism via agreement to compensate Northern for administrative cost associated with their request. In addition, the City should provide approval from the adjacent property owners regarding the annexation, as well as the reason for the annexation request. If accepted by Northern's Board, a letter will be drafted by Staff advising the City of these requirements.

b) Unit No. 11 – PGA National
Discuss Landowner Request for Amendment to Plan of Improvements

Background

On September 4, 2026, the attached letter was received from the PGA Property Owners Association (POA). The POA is proposing significant renovations within property owned by Northern as well as property owned by the POA. These modifications include landscaping, retaining walls, irrigation, outdoor lighting, as well as other miscellaneous improvements more specifically described in their letter.

The existing Plan of Improvements for Unit 11, PGA National, as well as subsequent amendments, do not include the provisions for the requested improvements. For Northern to fund and construct and/or assist with the construction of the requested enhancements, an amendment to the Plan of Improvements will be required.

Fiscal Impact

The POA has requested the use of Unit No. 11- PGA National's undesignated reserve funds for the administrative cost of preparation and execution of the amendment. However, the issuance of debt to fund various large maintenance projects in the near future, as well as any enhancements as a result of this request, is highly likely since those reserve funds are not sufficient to fund all the projects needed in the near future.

Recommendation

Northern Staff is seeking Committee direction with respect to the PGA Property Owners Association request.

ERC Action

After presentation by Dan Beatty and Kenneth Edwards, a general discussion followed, and the Committee recommended the following:

Proceed with meetings to discuss a potential Amendment to the Plan of Improvements and authorize the use of reserve funds for Northern's administrative cost associated with this initial endeavor.

c) Unit No. 19 – Regional Center
Discuss Landowner Conveyance and Annexation Request

Background

This item was brought to the Committee on February 11, 2026 (see attached Executive Summary) and considered by the Board on February 25, 2026, for the execution of a Funding Agreement to determine the feasibility of the subject property for conveyance and annexation. As a result of the Board action and receipt of funds, Northern Staff commissioned the firm of Anderson & Carr, Inc. to conduct an appraisal for the value of said property. The appraisal was completed and provided to Northern on September 8, 2026 (see attached appraisal).

In addition, the landowner was to provide a drainage study to determine the impacts of the proposed development on the existing stormwater management system. As of this time, we have not received the stormwater management analysis.

Fiscal Impact

Any proceeds received by the sale of Northern's property would be used to offset future maintenance assessments for all of the landowners within Regional Center. In addition, the Board has typically required the landowners of a parcel requesting to be included within an established Unit of Development to pay the portion of assessments that would have been charged to the parcel since the inception of the Unit. In this case, the 3.6 acre property could be required to pay approximately $265,000. These prior year assessments would also be used to offset future assessments for the landowners within the Unit.

Recommendation

Northern Staff is seeking Committee recommendation to the Board regarding this request.

ERC Action

After presentation by Dan Beatty, Kim Leser and Kenneth Edwards, a general discussion followed, and the Committee recommended the following:

> Request that Northern's Board appoint a Board Member liaison to meet with the development team along with Northern Staff and consultants to determine an appropriate value of the property as well as to resolve other Engineering and development concerns.

From: Todd Engle <tengle@pbgfl.gov>
Sent: Wednesday, September 23, 2026 3:01 PM
To: Danvers Beatty <Danvers@npbcid.org>
Cc: Ross E. Gilmore <regilmore@pbgfl.gov>; Max Lohman <mlohman@pbgfl.gov>; Kenneth W. Edwards Esquire <edwards@caldwellpacetti.com>; Martin Fitts <mfitts@pbgfl.gov>
Subject: Initiation of Annexation Process – Five (5) Properties / Coordination with Legal

Hi Dan,

Per our conversation yesterday, the City would like to officially initiate the annexation process for the five (5) parcels detailed in the attached exhibits. The process would be a voluntary annexation in which the City would handle. I have copied Max Lohman, our City Attorney, on this email so that he can begin coordinating directly with your legal team to get the ball rolling. Please review the attached exhibits and let us know what initial documentation or steps you need from our end to help move this process along efficiently.

Thank you, and we look forward to working together on this.
ك



Todd B. Engle, P.E.
City Engineer
office: (561) 804-7012 | **site:** www.pbgfl.gov
address: 10500 N. Military Trail | Palm Beach Gardens, FL 33410

CITY OF PALM BEACH GARDENS E-MAIL DISCLAIMER
PLEASE NOTE:

Florida has a very broad public records law. Most written communications to or from local officials regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.



PALM BEACH Gardens

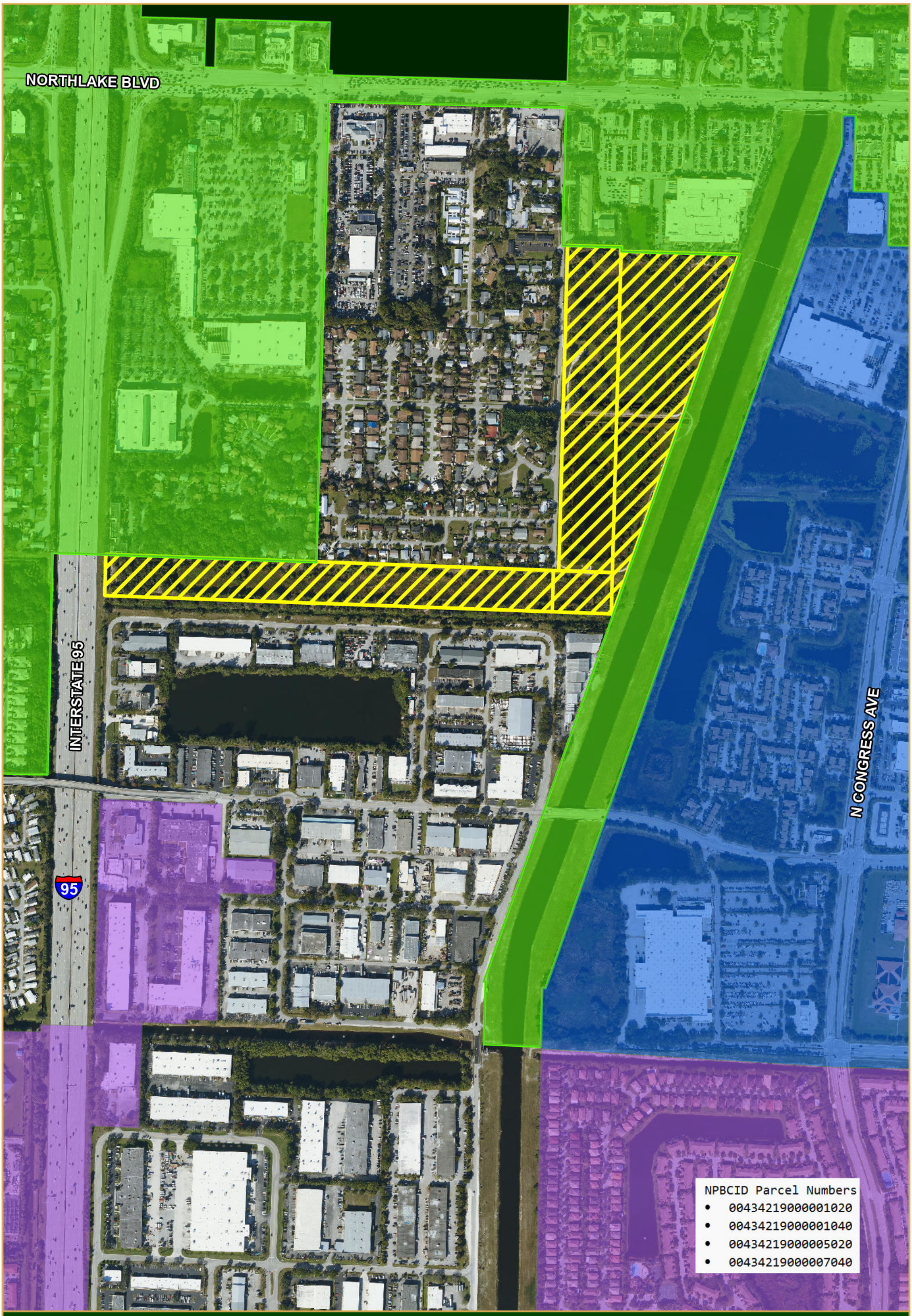
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT CANAL
Horseshoe Acres

MUNICIPAL BOUNDARY
UNINCORPORATED PBC
HORSESHOE ACRES CANAL
PCN 52-42-42-23-01-000-1470

N

US Feet
0 200 400 800 1,200 1,600

Created December 5, 2025
Source: PBG GIS Department



PALM BEACH Gardens

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT PARCELS
Adjacent to C-17 Canal

LAKE PARK
RIVIERA BEACH
PALM BEACH GARDENS
NPBCID PARCELS

N

US Feet
0 200 400 800 1,200 1,600

Created December 4, 2025
Source: PBG GIS Department

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
Ellen T. Baker
L. Marc Cohn
Brian J. LaMotte
Gregory Block

DATE: November 18, 2026

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

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

RE: Unit of Development No. 54 – Artistry Lakes
Consider Non-Interference Agreement with KH Artistry Lakes, LLC
Artistry Lakes Phase 1B Improvement Project

Background

The Artistry Lakes Phase 1B Improvement Project is being publicly bid at this time and construction associated with the Phase 1B Project is expected to commence in the first quarter of 2027. Private improvements will be under construction by KH Artistry Lakes, LLC at the same time Northern's improvement project is under construction. Therefore, Northern's construction activities could be impacted by KH Artistry Lakes, LLC's activities. Components of the both projects will be constructed in close proximity to one another. As such, Northern requested KH Artistry Lakes, LLC to enter into the attached Non-Interference Agreement to protect Northern in the event conflicts arise between the two entities. The agreement was prepared by Northern's General Counsel and is consistent with previous agreements prepared for similar circumstances in the past.

Fiscal Impact

There are no fiscal impacts associated with this item.

Recommendation

Northern Staff and General Counsel recommend Board approval and execution of the attached Non-Interference Agreement with KH Artistry Lakes, LLC.

NON-INTERFERENCE AGREEMENT
(UNIT OF DEVELOPMENT NO. 54)

THIS NON-INTERFERENCE AGREEMENT (the "Agreement") shall be effective as of the ____ day of _____, 2026, (the "Effective Date") and is being entered into by and between Northern Palm Beach County Improvement District, 359 Hiatt Drive, Palm Beach Gardens, FL 33418, (hereinafter referred to as "Northern"), and KH Artistry Lakes, LLC, whose address is 4807 PGA Boulevard, Palm Beach Gardens, FL 33418 (the "Developer").

W I T N E S S E T H:

WHEREAS, Northern previously created its Unit of Development No. 54 (the "Unit") and has previously, is currently or will be installing public works within various sites located within the Unit (the "Northern Work"); and

WHEREAS, the Developer is installing or constructing private improvements identified in attached Exhibit "B" (the "Developer Work") within the Unit that may impact or affect Northern's existing public works or Northern's installation or construction of its public works; and

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

WHEREAS, the Developer further acknowledges that interference or damage by it or its employees, agents or contractors (together the "Developer Group") with a Northern Work or a Northern contractor's implementation and/or construction of a Northern Work may result in Northern's contractor asserting claims against Northern.

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

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

ARTICLE II. TERM OF AGREEMENT. The parties agree that this Agreement shall continue in full force and effect from its Effective Date through and including the last date that a Northern contractor would be entitled to assert claims against Northern as a result of the Developer Group's interference with such a contractor's implementation and/or construction of the Northern Work identified in attached Exhibit "A" or the Developer Group's damage to such Northern contractor's equipment, materials or works.

ARTICLE III. NON-INTERFERENCE. The Developer for itself and the Developer Group does hereby agree that it and they shall not interfere with a Northern contractor's implementation and/or construction of a Northern Work within the Unit nor cause any damage to a Northern Work during or following a Northern contractor's installation and/or construction of such Northern Work. The Developer is not responsible to Northern for any other developer's or any other non-Developer contractor's interference with a Northern contractor's implementation and/or construction of a Northern Work.

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

ARTICLE V. NOTICE OF CLAIM. Northern does hereby agree that as soon as possible but no later than ten (10) business days following receipt of a written claim or notice of an event of interference of Developer or the Developer Group with Northern contractor's implementation and/or construction or an intent to assert a written claim from one of its contractors that any of the conditions above exist or for claims or damages for which the Developer has herein indemnified Northern that it shall provide written notice of such claim to the Developer. Such notice shall include a reasonable and appropriate deadline as to when the Developer may comment, reply or otherwise respond to the claim from the contractor.

ARTICLE VI. REVIEW OF CLAIM. Northern agrees to exercise reasonable diligence to ascertain the validity of any such claim by its contractor and to consider all input received from the Developer within the deadline established by the notice referenced in Article V above. Northern agrees to assert any viable defenses it may have to such written claims by its contractor and to diligently pursue such defenses.

ARTICLE VII. MISCELLANEOUS.

A. Notice Format. All notices required or permitted under this Agreement shall be in writing (including telex, facsimile or telegraphic communication) and shall be (as elected by the party giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed by registered or 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, FL 33418
Attn: Executive Director
Telephone: (561) 624-7830

with a copy to: **Caldwell Pacetti Edwards Schoech & Viator LLP**
P.O. Box 68,
Loxahatchee, FL 33470
Attn: General Counsel
Telephone: (561) 655-0620

As to DEVELOPER: **KH Artistry Lakes, LLC**
4807 PGA Boulevard
Palm Beach Gardens, FL 33418
Attention: Brian Grove, Vice President – Palm Beach
Telephone: (561) 404-1782
Fax: (561) 267-7294
Email: bgrove@kolterhomes.com

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

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

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

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

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

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

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

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

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

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

L. Attorney's Fees. With the exception of legal expenses which are required to be paid pursuant to above Article IV, it is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own attorney's fees and costs, including appellate fees and costs.

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

[Signature Pages are attached]

Executed by NORTHERN this ____ day of _____, 2026.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

[SEAL]

ATTEST:

By: _____

_____

Print: _____

Assistant Secretary

Title: _____

Executed by the DEVELOPER this 7 day of October, 2026.

KH ARTISTRY LAKES, LLC

By: _____

Print: Brian Goove

Title: Vice President

Exhibit "A"

"Northern Work"

Northern Palm Beach County Improvement District intends to issue a contract for the following Unit of Development No. 54 Public Improvement project for which this Site Preparation and Non-Interference Agreement is applicable, namely:

Unit 54 Artistry Lakes – Phase 1B Improvement Project
(NPBCID Project Number PRJ-649)

Exhibit "B"

"Developer Work"

Ongoing Developer Work or work required to complete the Unit 54 Artistry Lakes – Phase 1B Improvement Project (NPBCID Project Number PRJ-649) as listed below:

Unit 54 Artistry Lakes – Phase 1A private home construction.

Unit 54 Artistry Lakes- Relocation of Phase 1A Private irrigation pump station to Phase 1B permanent location.

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

EXECUTIVE SUMMARY

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

DATE: November 18, 2026

FROM: Katie Roundtree, CPA, Director of Finance and Administration

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

RE: Report on Compliance with Goals & Objectives

Background

Effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (HB 7013) and creating Section 189.0694, Florida Statutes. This statute requires that the District establish goals and objectives and create performance measures and standards to evaluate the District's achievement of those goals and objectives. In September 2024, the Board adopted Resolution No. 2024-08 listing the District's goals, objectives, performance measures and standards to meet the requirements of Section 189.0694, Florida Statutes. Attached is a reporting of those goals & objectives showing that the District was in compliance of them for the past reporting year.

Fiscal Impact

All expenses relating to the goals, objectives, and performance measures and standards have been budgeted or will be budgeted in future budget planning.

Recommendation

As required by Section 189.0694, Florida Statutes, this annual report is for information only and will be posted on Northern's website prior to December 1, 2026. No Board action is required.

Program/Activity: **District Administration**
Goal: Remain Compliant with Florida Law for all District Meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (**yes**/~~no~~)
- Meeting minutes and post-meeting action completed (**yes**/~~no~~)
- District records retained as required by law (**yes**/~~no~~)

Program/Activity: **District Finance**
Goal: Remain Compliant with Florida Law for all District Financing Activities

Objectives:

- Adopt fiscal year budget annually
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities
- Maintain investments in compliance with investment policy and bond covenants
- All required disclosures made

Performance Measures:

- Adopted fiscal year budget (**yes**/~~no~~)
- District accounts receivable/payable processed for the year (**yes**/~~no~~)
- Unmodified opinion on annual financial report (**yes**/~~no~~)
  If "no" explain
- Investments are in compliance with investment policy and bond covenants (**yes**/~~no~~)
- All required disclosures were made (**yes**/~~no~~)

Program/Activity: **District Operations**
Goal: Insure, Operate and Maintain District-Owned Infrastructure & Assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted services for District operations in effect
- Compliance with all required permits

District Operations (con't.)

Performance Measures:

- District insurance renewed and in force (**yes**/~~no~~)
- Contracted services in force for all District operations (**yes**/~~no~~)
- Permits in compliance (**yes**/~~no~~)

Program/Activity: **District Engineering**
Goal: Prepare annual report, maintain engineering standards manual, and perform permitting and plat reviews

Objectives:

- Preparation of annual report for Board presentation
- Engineering standards manual to be reviewed annually
- Permits and plats to be reviewed in accordance with District Guidelines

Performance Measures:

- Annual report prepared (**yes**/~~no~~)
- Engineering standards manual reviewed annually (**yes**/~~no~~)
- Permits and plats reviewed in accordance with District Guidelines (**yes**/~~no~~)

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
Ellen T. Baker
L. Marc Cohn
Brian J. LaMotte
Gregory Block

DATE: November 18, 2026

FROM: Susan P. Scheff, District Clerk

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

RE: Public and Community Relations Board Report

Community Relations

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

   Forum Club of the Palm Beaches
   Palm Beach Chapter of Florida Government Finance Officers Association

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

Unit No. 1	Gramercy Park (Cypress Run)
Unit 2A	MacArthur Overlay
Unit No. 2C	Alton
Unit No. 3	Horseshoe Acres/Square Lake
Unit Nos. 9A/9B	Abacoa I & II
Unit No. 11	PGA National
Unit No. 12A	Gardens Hunt Club Sub-Unit
Unit No. 14	Eastpointe
Unit No. 15	Villages of Palm Beach Lakes
Unit No. 18	Ibis Golf & Country Club
Unit No. 21	Old Marsh
Unit No. 23	The Shores
Unit No. 31	BallenIsles Country Club
Unit No. 54	Artistry Lakes

3. Northern Staff received and returned multiple phones calls as a result of the storm event which began on October 30. A phone log has been attached for your information.

4. Katie Roundtree and Ken Roundtree attended and Ken made a brief presentation at the 2026 Annual Meeting of the Abacoa Property Owners' Assembly held at the Abacoa Golf Club on November 9 (see photo below).



5. Katie Roundtree attended a Palm Beach Chapter of Florida Government Finance Officers Association Board Meeting held remotely on November 12.

Training

1. Laura Ham participated in a CPE webinar sponsored by DAC entitled, "Inside the Ratings Process: A Conversation with Fitch Ratings" on November 5.

Media

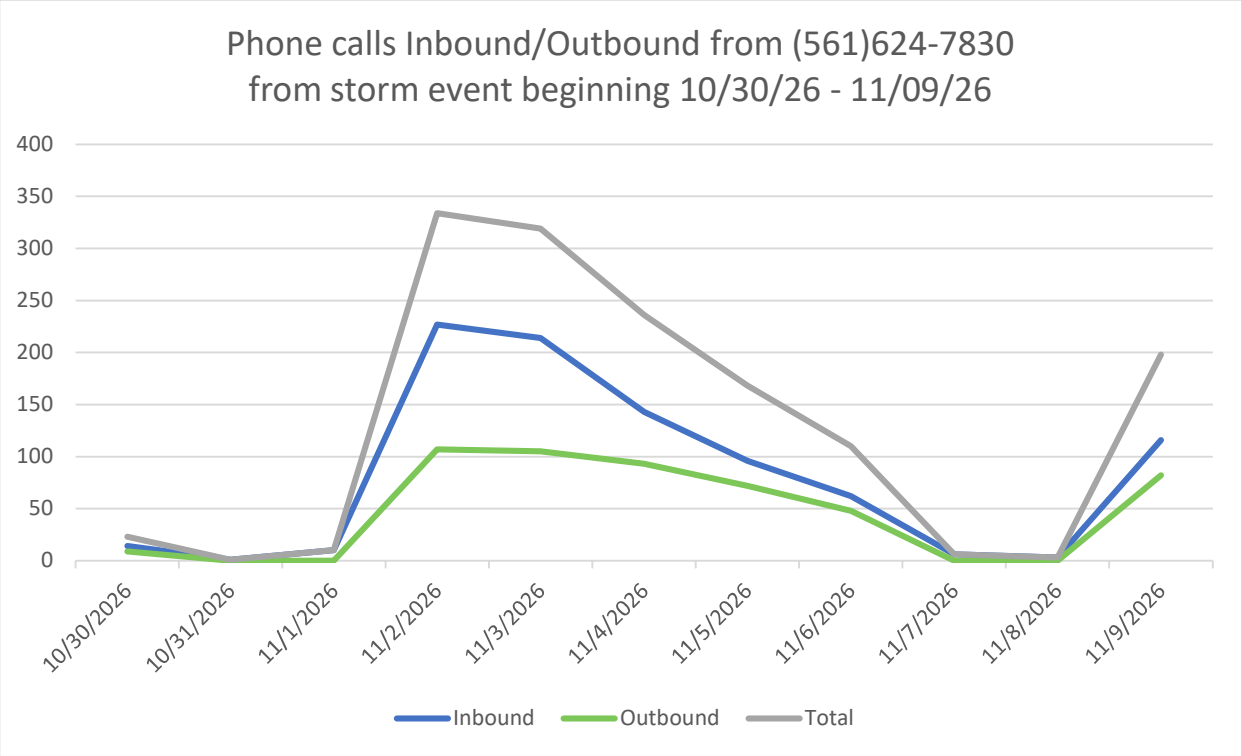
1. Northern continues to submit a monthly article (attached) to the following newsletters through Seabreeze Publications*:

Unit No. 9A/9B, Abacoa newsletter;
Unit No. 11, PGA National CAN newsletter.

*The publisher also chose to run the Northern Notes article in the majority of their Palm Beach County publications this month.

Phone calls for storm event- 10/30/26 - 11/9/26
Calls to and from (561)624-7830 only

	Inbound	Outbound	Total
10/30/2026	14	9	23
10/31/2026	1	0	1
11/1/2026	10	0	10
11/2/2026	227	107	334
11/3/2026	214	105	319
11/4/2026	143	93	236
11/5/2026	96	72	168
11/6/2026	62	48	110
11/7/2026	6	0	6
11/8/2026	3	0	3
11/9/2026	116	82	198
	892	**516**	**1,408**



USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Susan P. Scheff
Northern Pbc Improv Dist
359 HIATT DR

PALM BEACH GARDENS FL 334187106

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Bids & Proposals, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 11/01/2026, 11/08/2026
WPB palmbeachpost.com 11/01/2026, 11/08/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/08/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$282.28	
Tax Amount:	$0.00	
Payment Cost:	$282.28	
Order No:	12725126	# of Copies:
Customer No:	730203	1
PO #:	Annual mtg	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

NOTICE OF ANNUAL LANDOWNERS MEETING OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

NOTICE IS HEREBY GIVEN to all owners of lands located within the jurisdictional boundaries of Northern Palm Beach County Improvement District that pursuant to applicable law, a meeting of the landowners of Northern Palm Beach County Improvement District will be held at 8:00 a.m. on November 18, 2026, in Northern's Administrative Complex, 359 Hiatt Drive, Palm Beach Gardens, Florida, 33418 for the purpose of:

1. Electing one (1) Supervisor;
2. Receiving annual reports and taking such action with respect thereto as the landowners may determine; and
3. Transacting such other business as may properly come before the meeting.

If a person decides to appeal a decision with respect to any matter considered at such meeting, he or she may need to ensure that a verbatim record of the proceedings 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 date of the meeting.

BOARD OF SUPERVISORS
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
Matthew J. Boykin, President
Publish: Palm Beach Post
November 1, 2026
November 8, 2026

12725126 11/01 11/08/26

NORTHERN NOTES
By, Katie Roundtree, Director of Finance and Administration
Northern Palm Beach County Improvement District

Adapt or Perish

We have all heard in the news and see in our backyards the invasion of non-native species. Lizards that look like dinosaurs are crowding out native lizard species; pythons are spreading through the Everglades and beyond, and fist-sized snails are taking over wetlands from smaller native apple snails. Not only are native animals being crowded out, but the animals that depend on them for food are having trouble finding enough of them to sustain themselves. So, the options are to adapt or perish into extinction. Adapting and evolving usually takes thousands of years, but animals are sometimes more resilient than that.

Two of our local native species have adapted very quickly to the changing environment. The green anole lizard is the only anole species native to the United States. These bright green lizards are typically found near the base of the trees and in bushes where they feed on insects. Around 1950, the Cuban anole lizard was introduced and rapidly expanded in numbers and range. They took over the ground and base of trees, and the green anoles were driven higher into the trees. Forced to adapt or perish, the green anoles adapted quickly. Within 15 years, the green anoles had adapted for life higher in the trees.

A Harvard study, described in an October 24, 2014 article in the journal Science, showed how the green anoles evolved larger toe pads and sticky scales for better climbing. "Over the past several decades, evolutionary biologists and ecologists have come to realize that if natural selection is strong enough, species will evolve, and they will evolve over a timeframe that we can observe," said Yoel Stuart, a graduate student in the Department of Organismic and Evolutionary Biology and lead author of the paper, who conducted the research in the lab of Jonathan Losos, the Monique and Philip Lehner Professor for the Study of Latin America. "In this case, we see green anoles moving higher in the trees to avoid competition, and adaptively evolving larger toe pads." He went on to describe how this rapid evolution is an example of character displacement. This evolutionary process allows two closely related species to diverge and benefit from separate niches. One goes up in the trees, and the other stays down at the base of the trees so they don't compete for the same food source.



Photo credit: Steve A. Johnson, UF

Another example is Northern's mascot, the Snail Kite. This amazing raptor with its distinctive red eyes and hooked beak feeds exclusively on native apple snails, which are about the size of a half dollar. Island apple snails were introduced in about 2000 and have been multiplying and crowding out the native apple snails. The much larger apple snails are about the size of your fist and were much harder for the snail kites to eat. The snail kite's beak was thin and hooked to fit perfectly into the shells of native apple snails, and their talons were just big enough to wrap around the shells. As island apple snails became more prevalent, the number of snail kites declined because they had trouble eating them. So what did the snail kites do? Evolve quickly. A University of Florida study found that within 10 years, the snail kite developed a larger, thicker beak. This evolution happened partly through natural selection: larger birds could eat and hold onto larger snails better than smaller birds, and partly because the birds grew larger and stronger due to the new, abundant food source. The birds' genetics also changed, allowing them to breed and produce young with the traits needed to survive.



Photo credit of larger beaked snail kite: Robert Fletcher, UF

Faced with extinction, two of our native species evolved and adapted to their new environment. Invasive species can destroy the environment and harm other species, but thankfully some native species have adapted. We still need to find a way to control invasive species before they crowd out and cause the extinction of plants and animals that are native to our special place on this planet. However, it is good to know that animals can be pretty resilient themselves.

Sources*: https://news.harvard.edu/gazette/story/2014/11/rapid-fire-evolution/ and https://archive.news.ufl.edu/articles/2017/12/uf-study-bird-evolves-virtually-overnight-to-keep-up-with-invasive-prey-1.html*

NPDES: Do not dispose of non-native houseplants in preserves or stormwater retention areas. Invasive species directly threaten the function and efficiency of stormwater infrastructure by clogging water control systems, reducing flood-retention capacity, and driving up municipal maintenance costs.

Brian Joseph LaMotte, PE

1302 Sonoma Court, Palm Beach Gardens, Florida 33410

June 24, 2026

Mr. C. Danvers Beatty, PE Executive Director
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418

RE: Seat No. 1 Northern Palm Beach County Improvement District Board of Supervisors/Landowners Election – Filing of Official Letter of Intent to Run

Dear Mr. Beatty,

It is my distinct pleasure to inform you that I intend to run for election for Seat No. 1 of the Northern Palm Beach County Improvement District Board of Supervisors. I will be present submitting landowner votes at the upcoming Landowner's meeting scheduled for November 18, 2026.

Based on the qualification to fill this seat, I am a resident of the State of Florida, as well as a resident of Palm Beach County. I respectfully request that you file this letter as my official Intent to Run for Seat No. 1 of the Northern Palm Beach County Improvement District Board of Supervisors. Please let me know if there are any other documents or information needed to file before the 30-day filing deadline.

Sincerely,

Brian J. LaMotte, PE

Northern Palm Beach County Improvement District
Investment Summary
October 31, 2026

	Bank Balance			% of Investments	Interest Rates		
Description	**Current Month**	**Prior Month**	**Prior Year**		**Current Month**	**Prior Month**	**This Month Last Year**
Pooled Cash Accounts:							
Wells Fargo (2)	$ 4,909,948	$ 6,412,152	$ 5,921,495	8.8%	0.00%	0.00%	0.00%
Alt Ckg (TD Bank)	$ 3,299,338	$ 3,294,162	$ 3,241,323	5.9%	1.85%	1.75%	2.05%
Bank of New York LMS Platform:							
Dreyfus Govt Cash Mgmt (DR289)	$ 40,343	$ -	$ 33,462	0.1%	3.52%	3.63%	3.89%
Dreyfus Trsy Agy (DR521)	$ 41,697	$ -	$ 33,081	0.1%	3.52%	3.64%	3.85%
JP Morgan USTrsy (J3918)	$ 0	$ -	$ 96	0.0%	0.00%	3.69%	3.82%
JP Morgan 100 USTrsy (J3163)	$ 39,886,798	$ 39,839,092	$ 38,023,424	71.7%	3.59%	3.67%	3.94%
Total Pooled Cash	$ 48,178,123	$ 49,545,405	$ 47,252,881				
Bond Trust Accounts (held with Bank Of New York Mellon):							
Debt Service Funds	$ 376,557	$ 376,557	$ 451,488	0.7%	3.94%	3.58%	3.98%
Reserve Funds	$ 6,328,380	$ 6,312,922	$ 7,728,040	11.4%	3.94%	3.58%	3.98%
Project Funds	$ 752,445	$ 767,978	$ 2,416,997	1.4%	3.94%	3.58%	3.98%
Total Trust Monies	$ 7,457,381	$ 7,457,456	$ 10,596,525				
GRAND TOTAL	$ 55,635,505	$ 57,002,861	$ 57,849,406				

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:

	LIMITS PER INVESTMENT POLICY		
Portfolio Composition	**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 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	149,017	258,883	(109,866)
Intergovernmental revenues	0	0	0
Investment income	836	0	836
Miscellaneous	(248)	0	(248)
Total Revenues:	149,605	258,883	(109,278)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	2,000	2,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	2,000	2,000
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	3,931	3,931
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	775	775
CHEMICAL WEED CONTROL	0	17,760	17,760
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	5,000	5,000
MOWING & LANDSCAPE MAINTENANCE	0	28,524	28,524
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	4,500	4,500
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,500	2,500
Other	0	1,091	1,091
Total Physical Environment	0	79,581	79,581
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Principal	0	90,420	90,420
Interest	0	38,391	38,391
Total Expenditures:	0	208,392	208,392
Excess (deficiency) of revenues over expenditures	149,605	50,491	99,114
Other financing sources (uses):			
Transfers out	(10,194)	(85,491)	75,297
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(10,194)	(85,491)	75,297
Net change in fund balance	139,411	(35,000)	174,411
Fund balances, beginning of year	147,872	0	147,872

Northern Palm Beach County Improvement District

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

Unit 1

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	147,872	0	147,872
Fund balance, end of period	287,283	(35,000)	322,283

Northern Palm Beach County Improvement District

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

Unit 2

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	434,871	(434,871)
Intergovernmental revenues	0	0	0
Investment income	2,197	0	2,197
Miscellaneous	13,777	0	13,777
Total Revenues:	15,974	434,871	(418,897)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
ENVIRONMENTAL LIASON	0	0	0
LEGAL SERVICES	0	1,500	1,500
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	15,437	15,437
AUDITORS SERVICES	0	1,887	1,887
CHEMICAL WEED CONTROL	0	38,460	38,460
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	1,777	1,777
TRASH DISPOSAL	0	2,500	2,500
MOWING & LANDSCAPE MAINTENANCE	0	21,393	21,393
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	59,218	59,218
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	4,500	4,500
REPAIR & MAINT-TELEMETRY	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
R&M- Aerator refurbishments	0	7,750	7,750
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	10,000	10,000
Other	0	41,067	41,067
Total Physical Environment	0	222,989	222,989
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	26,000	26,000
Other	0	0	0
Total Capital outlay	0	26,000	26,000
Total Expenditures:	0	248,989	248,989
Excess (deficiency) of revenues over expenditures	15,974	185,882	(169,908)
Other financing sources (uses):			
Transfers out	(7,098)	(211,882)	204,784
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(7,098)	(211,882)	204,784
Net change in fund balance	8,876	(26,000)	34,876

Northern Palm Beach County Improvement District

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

Unit 2

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year			
	746,125	0	746,125
Total Fund balances, beginning of year	746,125	0	746,125
Fund balance, end of period	755,001	(26,000)	781,001

Northern Palm Beach County Improvement District

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

Unit 2A

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	203,205	(203,205)
Intergovernmental revenues	0	0	0
Investment income	1,799	0	1,799
Miscellaneous	0	0	0
Total Revenues:	1,799	203,205	(201,406)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	0	250	250
GIS	0	0	0
AUDITORS SERVICES	0	1,496	1,496
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	0	5,500	5,500
MOWING & LANDSCAPE MAINTENANCE	0	6,174	6,174
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	0	50,000	50,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	2,500	3,000	500
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	82,500	82,500
Other	103	5,992	5,889
Total Physical Environment	2,603	168,412	165,809
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:	2,603	168,412	165,809
Excess (deficiency) of revenues over expenditures	(804)	34,793	(35,597)
Other financing sources (uses):			
Transfers out	(6,546)	(84,793)	78,247
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(6,546)	(84,793)	78,247
Net change in fund balance	(7,350)	(50,000)	42,650
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 2A

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	625,707	0	625,707
Total Fund balances, beginning of year	625,707	0	625,707
Fund balance, end of period	618,357	(50,000)	668,357

Northern Palm Beach County Improvement District

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

Unit 2C

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	868,448	(868,448)
Intergovernmental revenues	0	0	0
Investment income	2,066	0	2,066
Miscellaneous	5,406	0	5,406
Total Revenues:	7,472	868,448	(860,976)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	65,000	65,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	3,000	3,000
FINANCIAL CONS./ADVISOR	0	500	500
GIS	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	1,575	1,575
CHEMICAL WEED CONTROL	0	1,896	1,896
SECURITY SERVICES	35	669	634
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	0	3,062	3,062
PRESERVE/EXOTIC MAINT	0	216,819	216,819
REPAIR & MAINT-AERATORS	0	75,852	75,852
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	33,500	33,500
REPAIR & MAINT-TELEMETRY	0	10,000	10,000
REPAIR & MAINT-ROADS	0	50,000	50,000
REPAIR & MAINT-CULVERTS	1,500	75,000	73,500
Repairs & Maint - Catch Basins	0	100,000	100,000
R&M- Aerator refurbishments	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	0	0
R&M- PRESERVE STRUCTURE/INLETS	0	5,000	5,000
Other	0	11,600	11,600
Total Physical Environment	1,535	654,473	652,938
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	26,000	26,000
Other	0	0	0
Total Capital outlay	0	26,000	26,000
Total Expenditures:	1,535	680,473	678,938
Excess (deficiency) of revenues over expenditures	5,937	187,975	(182,038)
Other financing sources (uses):			
Transfers out	(18,716)	(213,975)	195,259
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 2C

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(18,716)	(213,975)	195,259
Net change in fund balance	(12,779)	(26,000)	13,221
Fund balances, beginning of year	868,853	0	868,853
Total Fund balances, beginning of year	868,853	0	868,853
Fund balance, end of period	856,074	(26,000)	882,074

Northern Palm Beach County Improvement District

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

Unit 3

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	450,432	(450,432)
Intergovernmental revenues	0	75,000	(75,000)
Investment income	1,740	0	1,740
Miscellaneous	1,339	0	1,339
Total Revenues:	3,079	525,432	(522,353)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	4,331	4,331
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	1,332	1,332
CHEMICAL WEED CONTROL	0	41,868	41,868
MOWING SERVICES	0	0	0
SECURITY SERVICES	35	920	885
TRASH DISPOSAL	0	2,500	2,500
MOWING & LANDSCAPE MAINTENANCE	0	64,051	64,051
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	0	35,455	35,455
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	175,000	175,000
REPAIR & MAINT - GENERAL	0	6,000	6,000
REPAIR & MAINT-TELEMETRY	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	2,000	2,000
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	2,000	2,000
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	165	6,000	5,835
Other	37	28,062	28,025
Total Physical Environment	237	381,519	381,282
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	26,000	26,000
Other	0	0	0
Total Capital outlay	0	26,000	26,000
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	237	407,519	407,282
Excess (deficiency) of revenues over expenditures	2,842	117,913	(115,071)

Northern Palm Beach County Improvement District

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

Unit 3

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Other financing sources (uses):			
Transfers out	(7,128)	(131,335)	124,207
Capital contributions from landowners	(1,118)	13,422	(14,540)
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(8,246)	(117,913)	109,667
Net change in fund balance	(5,405)	0	(5,405)
Fund balances, beginning of year	603,662	0	603,662
Total Fund balances, beginning of year	603,662	0	603,662
Fund balance, end of period	598,257	0	598,257

Northern Palm Beach County Improvement District

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

Unit 3A

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	351,582	(351,582)
Intergovernmental revenues	0	0	0
Investment income	1,946	0	1,946
Miscellaneous	154	0	154
Total Revenues:	2,100	351,582	(349,482)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
FINANCIAL CONS./ADVISOR	0	250	250
IT Services	0	0	0
AUDITORS SERVICES	0	1,361	1,361
CHEMICAL WEED CONTROL	0	11,815	11,815
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	70,059	70,059
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-ROADS	0	30,000	30,000
REPAIR & MAINT-CULVERTS	0	30,000	30,000
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	30,000	30,000
R&M- Aerator refurbishments	0	7,750	7,750
REPAIR & MAINT- STREET SWEEP	0	34,892	34,892
Other	0	49,416	49,416
Total Physical Environment	0	273,043	273,043
Capital outlay			
MACHINERY & EQUIPMENT	0	52,000	52,000
Total Capital outlay	0	52,000	52,000
Total Expenditures:	0	325,043	325,043
Excess (deficiency) of revenues over expenditures	2,100	26,539	(24,439)
Other financing sources (uses):			
Transfers out	(6,530)	(78,539)	72,009
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(6,530)	(78,539)	72,009
Net change in fund balance	(4,430)	(52,000)	47,570
Fund balances, beginning of year	673,370	0	673,370
Total Fund balances, beginning of year	673,370	0	673,370
Fund balance, end of period	668,940	(52,000)	720,940

Northern Palm Beach County Improvement District

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

Unit 4

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	2,904	664,390	(661,486)
Intergovernmental revenues	0	0	0
Investment income	3,574	0	3,574
Miscellaneous	1,894	0	1,894
Total Revenues:	8,371	664,390	(656,019)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	2,000	2,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	14,866	14,866
AUDITORS SERVICES	0	2,223	2,223
CHEMICAL WEED CONTROL	0	24,871	24,871
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	2,500	2,500
MOWING & LANDSCAPE MAINTENANCE	0	22,205	22,205
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	160,985	160,985
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-TELEMETRY	0	15,000	15,000
REPAIR & MAINT-CULVERTS	0	50,000	50,000
REPAIR & MAINT - GATE/FENCE	0	0	0
R&M- Aerator refurbishments	0	15,500	15,500
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	7,500	7,500
Other	5,709	95,772	90,063
Total Physical Environment	5,709	420,922	415,213
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	26,000	26,000
Other	0	0	0
Total Capital outlay	0	26,000	26,000
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	5,709	446,922	441,213
Excess (deficiency) of revenues over expenditures	2,663	217,468	(214,805)
Other financing sources (uses):			
Transfers out	(8,776)	(217,468)	208,692
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(8,776)	(217,468)	208,692
Net change in fund balance	(6,113)	0	(6,113)

Northern Palm Beach County Improvement District

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

Unit 4

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	1,234,383	0	1,234,383
Total Fund balances, beginning of year	1,234,383	0	1,234,383
Fund balance, end of period	1,228,270	0	1,228,270

Northern Palm Beach County Improvement District

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

Unit 5

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	292,361	(292,361)
Intergovernmental revenues	0	0	0
Investment income	1,020	0	1,020
Miscellaneous	(120)	0	(120)
Total Revenues:	900	292,361	(291,461)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	0	5,929	5,929
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	14,863	14,863
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	881	881
CHEMICAL WEED CONTROL	0	12,000	12,000
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	7,500	7,500
MOWING & LANDSCAPE MAINTENANCE	0	14,381	14,381
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	500	500
Other	0	2,885	2,885
Total Physical Environment	0	74,939	74,939
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Principal	0	66,819	66,819
Interest	0	1,179	1,179
Total Expenditures:	0	142,937	142,937
Excess (deficiency) of revenues over expenditures	900	149,424	(148,524)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(4,140)	(150,861)	146,721
Total Other financing sources (uses):	(4,140)	(150,861)	146,721
Net change in fund balance	(3,240)	(1,437)	(1,803)
Fund balances, beginning of year	353,895	0	353,895
Total Fund balances, beginning of year	353,895	0	353,895

Northern Palm Beach County Improvement District

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

Unit 5

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	350,655	(1,437)	352,092

Northern Palm Beach County Improvement District

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

Unit 5A

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	1,024,550	(1,024,550)
Intergovernmental revenues	0	0	0
Investment income	3,912	0	3,912
Miscellaneous	644	0	644
Total Revenues:	4,556	1,024,550	(1,019,994)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	3,000	3,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,500	1,500
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	0	0
AUDITORS SERVICES	0	1,402	1,402
MARSH MAINT-LITTORAL ZONE	0	25,019	25,019
CHEMICAL WEED CONTROL	0	43,412	43,412
TRASH DISPOSAL	0	2,500	2,500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	6,865	6,865
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	6,500	6,500
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	65,000	65,000
REPAIR & MAINT-CULVERTS	(236,362)	350,000	586,362
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	250,000	250,000
R&M- Aerator refurbishments	0	10,500	10,500
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	198	34,986	34,788
Total Physical Environment	(236,164)	800,684	1,036,848
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	104,000	104,000
Other	0	0	0
Total Capital outlay	0	104,000	104,000
Principal	0	266,914	266,914
Interest	0	121,828	121,828
Total Expenditures:	(236,164)	1,293,426	1,529,590
Excess (deficiency) of revenues over expenditures	240,720	(268,876)	509,596
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(17,573)	(221,124)	203,551

Northern Palm Beach County Improvement District

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

Unit 5A

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Capital contributions from landowners	0	0	0
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(17,573)	(221,124)	203,551
Net change in fund balance	223,147	(490,000)	713,147
Fund balances, beginning of year	1,121,448	0	1,121,448
Total Fund balances, beginning of year	1,121,448	0	1,121,448
Fund balance, end of period	1,344,595	(490,000)	1,834,595

Northern Palm Beach County Improvement District

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

Unit 5B

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	377,458	(377,458)
Intergovernmental revenues	0	0	0
Investment income	2,266	0	2,266
Miscellaneous	0	0	0
Total Revenues:	2,266	377,458	(375,192)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	753	753
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	0	4,685	4,685
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	59	30,000	29,941
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT - GATE/FENCE	0	0	0
R&M- GENERATORS	0	15,500	15,500
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	1,376	13,390	12,014
Total Physical Environment	1,434	82,328	80,894
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	40,000	40,000
MACHINERY & EQUIPMENT	37,602	0	(37,602)
Other	0	0	0
Total Capital outlay	37,602	40,000	2,398
Principal	0	0	0
Total Expenditures:	39,036	122,328	83,292
Excess (deficiency) of revenues over expenditures	(36,770)	255,130	(291,900)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(6,447)	(55,130)	48,683
Insurance proceeds	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(6,447)	(55,130)	48,683
Net change in fund balance	(43,217)	200,000	(243,217)

Northern Palm Beach County Improvement District

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

Unit 5B

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	822,029	0	822,029
Total Fund balances, beginning of year	822,029	0	822,029
Fund balance, end of period	778,812	200,000	578,812

Northern Palm Beach County Improvement District

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

Unit 5C

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	69,034	(69,034)
Investment income	1,077	0	1,077
Total Investment income	1,077	0	1,077
Total Revenues:	1,077	69,034	(67,957)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	0	547	547
TRASH DISPOSAL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	0	3,463	3,463
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	6,500	6,500
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	0	15,000	15,000
REPAIR & MAINT - GATE/FENCE	0	2,500	2,500
REPAIR & MAINT- WATER CTRL STR	0	2,500	2,500
Other	34	1,094	1,060
Total Physical Environment	34	43,104	43,070
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	34	43,104	43,070
Excess (deficiency) of revenues over expenditures	1,043	25,930	(24,887)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(2,468)	(23,930)	21,462
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(2,468)	(23,930)	21,462
Net change in fund balance	(1,425)	2,000	(3,425)
Fund balances, beginning of year	371,619	0	371,619
Total Fund balances, beginning of year	371,619	0	371,619
Fund balance, end of period	370,194	2,000	368,194

Northern Palm Beach County Improvement District

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

Unit 5D

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	236,421	(236,421)
Intergovernmental revenues	0	0	0
Investment income	1,240	0	1,240
Miscellaneous	0	0	0
Total Revenues:	1,240	236,421	(235,181)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	11,000	11,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
Special Legislative Activities	0	0	0
AUDITORS SERVICES	0	865	865
TRASH DISPOSAL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	0	3,756	3,756
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
REPAIR & MAINT-PUMP STATN	59	30,000	29,941
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT-BLDG	0	3,000	3,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	0	5,500	5,500
REPAIR & MAINT - GATE/FENCE	0	2,500	2,500
R&M- GENERATORS	0	15,500	15,500
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	1,884	10,941	9,057
Total Physical Environment	1,942	91,062	89,120
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Principal	0	28,862	28,862
Interest	0	12,254	12,254
Total Expenditures:	1,942	132,178	130,236
Excess (deficiency) of revenues over expenditures	(703)	104,243	(104,946)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(4,472)	(55,025)	50,553
Insurance proceeds	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(4,472)	(55,025)	50,553
Net change in fund balance	(5,174)	49,218	(54,392)

Northern Palm Beach County Improvement District

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

Unit 5D

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	431,217	0	431,217
Total Fund balances, beginning of year	431,217	0	431,217
Fund balance, end of period	426,042	49,218	376,824

Northern Palm Beach County Improvement District

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

Unit 7

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	197,172	(197,172)
Intergovernmental revenues	2,594	0	2,594
Investment income	1,288	0	1,288
Miscellaneous	2,571	0	2,571
Total Revenues:	6,453	197,172	(190,719)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	5,994	5,994
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	4,407	4,407
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	695	695
CHEMICAL WEED CONTROL	0	6,636	6,636
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	5,000	5,000
MOWING & LANDSCAPE MAINTENANCE	0	5,932	5,932
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	25,000	25,000
REPAIR & MAINT - GENERAL	0	4,250	4,250
REPAIR & MAINT-TELEMETRY	0	1,500	1,500
REPAIR & MAINT - GATE/FENCE	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	0	2,375	2,375
Total Physical Environment	0	63,289	63,289
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Principal	0	95,820	95,820
Interest	0	40,684	40,684
Total Expenditures:	0	199,793	199,793
Excess (deficiency) of revenues over expenditures	6,453	(2,621)	9,074
Other financing sources (uses):			
Transfers out	(2,975)	(72,379)	69,404
Total Other financing sources (uses):	(2,975)	(72,379)	69,404
Net change in fund balance	3,478	(75,000)	78,478
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 7

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
	439,373	0	439,373
Total Fund balances, beginning of year	439,373	0	439,373
Fund balance, end of period	442,852	(75,000)	517,852

Northern Palm Beach County Improvement District

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

Unit 9

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	136,215	(136,215)
Intergovernmental revenues	0	0	0
Investment income	1,560	0	1,560
Miscellaneous	541	0	541
Total Revenues:	2,101	136,215	(134,114)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	7,120	7,120
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	2,843	2,843
AUDITORS SERVICES	0	726	726
CHEMICAL WEED CONTROL	0	4,500	4,500
MOWING SERVICES	0	0	0
SECURITY SERVICES	35	585	550
TRASH DISPOSAL	0	1,500	1,500
MOWING & LANDSCAPE MAINTENANCE	0	11,851	11,851
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	20,000	20,000
REPAIR & MAINT - GENERAL	0	4,500	4,500
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	5,320	150,000	144,680
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
REPAIR & MAINT - IRRIGATION	0	0	0
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	500	5,000	4,500
Other	36	1,763	1,727
Total Physical Environment	5,891	218,388	212,497
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Interest	0	0	0
Total Expenditures:	5,891	218,388	212,497
Excess (deficiency) of revenues over expenditures	(3,791)	(82,173)	78,382
Other financing sources (uses):			

Northern Palm Beach County Improvement District

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

Unit 9

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Transfers out	(4,241)	(87,827)	83,586
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(4,241)	(87,827)	83,586
Net change in fund balance	(8,031)	(170,000)	161,969
Fund balances, beginning of year	544,706	0	544,706
Total Fund balances, beginning of year	544,706	0	544,706
Fund balance, end of period	536,674	(170,000)	706,674

Northern Palm Beach County Improvement District

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

Unit 9A

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	5,762	2,018,043	(2,012,281)
Intergovernmental revenues	0	0	0
Investment income	5,657	0	5,657
Miscellaneous	1,379	0	1,379
Total Revenues:	12,799	2,018,043	(2,005,244)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	90,000	90,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	2,000	2,000
WATER QUALITY	0	1,995	1,995
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	3,000	3,000
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	4,435	4,435
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	0	48,273	48,273
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	285	14,869	14,584
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	0	415,576	415,576
UPLAND MAINTENANCE	0	39,575	39,575
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	233,994	233,994
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-BLDG	0	7,500	7,500
REPAIR & MAINT - GENERAL	0	6,500	6,500
REPAIR & MAINT-TELEMETRY	0	25,500	25,500
REPAIR & MAINT-ROADS	0	50,000	50,000
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	0	0
R&M- Aerator refurbishments	0	15,500	15,500
R & M PRESERVE STRUCTURES	0	150,000	150,000
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	12,500	12,500
Other	931	174,157	173,226
Total Physical Environment	1,216	1,320,874	1,319,658
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	687,000	687,000
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
MACHINERY & EQUIPMENT	0	78,000	78,000
Other	0	0	0

Northern Palm Beach County Improvement District

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

Unit 9A

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Capital outlay	0	765,000	765,000
Principal	0	0	0
Total Expenditures:	1,216	2,085,874	2,084,658
Excess (deficiency) of revenues over expenditures	11,582	(67,831)	79,413
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(20,226)	(261,169)	240,943
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(20,226)	(261,169)	240,943
Net change in fund balance	(8,644)	(329,000)	320,356
Fund balances, beginning of year	1,953,058	0	1,953,058
Total Fund balances, beginning of year	1,953,058	0	1,953,058
Fund balance, end of period	1,944,414	(329,000)	2,273,414

Northern Palm Beach County Improvement District

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

Unit 9B

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	1,831,519	(1,831,519)
Intergovernmental revenues	0	0	0
Investment income	3,732	0	3,732
Miscellaneous	250	0	250
Total Revenues:	3,982	1,831,519	(1,827,537)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	8,000	8,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	2,000	2,000
FINANCIAL CONS./ADVISOR	0	250	250
GIS	0	0	0
OTHER PROFESSIONAL SVCS	0	3,000	3,000
AUDITORS SERVICES	0	3,460	3,460
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	0	20,623	20,623
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	2,166	12,176	10,010
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	0	462,576	462,576
UPLAND MAINTENANCE	0	96,739	96,739
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	89,210	89,210
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-BLDG	0	7,500	7,500
REPAIR & MAINT - GENERAL	0	6,500	6,500
REPAIR & MAINT-TELEMETRY	0	10,000	10,000
REPAIR & MAINT-ROADS	0	50,000	50,000
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE/FENCE	0	0	0
R&M- Aerator refurbishments	0	7,750	7,750
R & M PRESERVE STRUCTURES	0	765,000	765,000
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	10,000	10,000
R&M- PRESERVE STRUCTURE/INLETS	0	0	0
Other	0	108,318	108,318
Total Physical Environment	2,166	1,689,102	1,686,936
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	26,000	26,000
Other	0	0	0
Total Capital outlay	0	26,000	26,000
Principal	0	0	0

Northern Palm Beach County Improvement District

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

Unit 9B

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Expenditures:	2,166	1,715,102	1,712,936
Excess (deficiency) of revenues over expenditures	1,816	116,417	(114,601)
Other financing sources (uses):			
Transfers out	(24,322)	(266,417)	242,095
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(24,322)	(266,417)	242,095
Net change in fund balance	(22,506)	(150,000)	127,494
Fund balances, beginning of year	1,305,191	0	1,305,191
Total Fund balances, beginning of year	1,305,191	0	1,305,191
Fund balance, end of period	1,282,686	(150,000)	1,432,686

Northern Palm Beach County Improvement District

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

Unit 11

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	3,723,258	(3,723,258)
Intergovernmental revenues	0	0	0
Investment income	7,941	0	7,941
Miscellaneous	1,896	0	1,896
Total Revenues:	9,837	3,723,258	(3,713,421)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	30,000	30,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	10,000	10,000
WATER QUALITY	0	9,037	9,037
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	11,020	11,020
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	11,579	11,579
MARSH MAINT-LITTORAL ZONE	0	919,623	919,623
CHEMICAL WEED CONTROL	0	376,939	376,939
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	0	48,705	48,705
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	21,000	21,000
PRESERVE/EXOTIC MAINT	0	134,062	134,062
REPAIR & MAINT-AERATORS	0	365,982	365,982
REPAIR & MAINT-PUMP STATN	176	75,000	74,824
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	100,000	100,000
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	9,000	9,000
REPAIR & MAINT-TELEMETRY	11,700	30,000	18,300
REPAIR & MAINT-ROADS	350	165,000	164,650
REPAIR & MAINT-CULVERTS	5,634	100,000	94,366
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
R & M - HVAC REPAIRS	0	0	0
Repairs & Maint - Catch Basins	0	50,000	50,000
R&M- Aerator refurbishments	0	46,500	46,500
R&M- GENERATORS	0	30,000	30,000
R & M PRESERVE STRUCTURES	0	45,000	45,000
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,500	2,500
R&M- PRESERVE STRUCTURE/INLETS	0	0	0
Other	120	324,981	324,861
Total Physical Environment	17,980	2,928,428	2,910,448
Capital outlay			
BUILDINGS	0	0	0

Northern Palm Beach County Improvement District

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

Unit 11

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	50,000	50,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	78,000	78,000
Other	0	0	0
Total Capital outlay	0	128,000	128,000
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	17,980	3,056,428	3,038,448
Excess (deficiency) of revenues over expenditures	(8,143)	666,830	(674,973)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(61,067)	(842,672)	781,605
Capital contributions from landowners	0	0	0
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(61,067)	(842,672)	781,605
Net change in fund balance	(69,210)	(175,842)	106,632
Fund balances, beginning of year	2,798,493	0	2,798,493
Total Fund balances, beginning of year	2,798,493	0	2,798,493
Fund balance, end of period	2,729,283	(175,842)	2,905,125

Northern Palm Beach County Improvement District

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

Unit 12

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	82,442	(82,442)
Intergovernmental revenues	0	0	0
Investment income	815	0	815
Miscellaneous	0	0	0
Total Revenues:	815	82,442	(81,627)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	3,152	3,152
AUDITORS SERVICES	0	356	356
CHEMICAL WEED CONTROL	0	228	228
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	0	2,421	2,421
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-TELEMETRY	0	10,000	10,000
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	5,000	5,000
Other	0	822	822
Total Physical Environment	0	26,979	26,979
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	0	26,979	26,979
Excess (deficiency) of revenues over expenditures	815	55,463	(54,648)
Other financing sources (uses):			
Transfers out	(1,094)	(55,463)	54,369
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(1,094)	(55,463)	54,369
Net change in fund balance	(279)	0	(279)
Fund balances, beginning of year	280,547	0	280,547
Total Fund balances, beginning of year	280,547	0	280,547

Northern Palm Beach County Improvement District

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

Unit 12

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	280,268	0	280,268

Northern Palm Beach County Improvement District

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

Unit 12A

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	43,135	(43,135)
Intergovernmental revenues	0	0	0
Investment income	344	0	344
Miscellaneous	0	0	0
Total Revenues:	344	43,135	(42,791)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	0	142	142
CHEMICAL WEED CONTROL	0	1,566	1,566
TRASH DISPOSAL	0	2,500	2,500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	9,594	9,594
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	2,250	2,250
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-CULVERTS	0	3,000	3,000
REPAIR & MAINT - GATE/FENCE	0	0	0
R&M- Aerator refurbishments	0	0	0
Other	0	5,422	5,422
Total Physical Environment	0	24,974	24,974
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	26,000	26,000
Total Capital outlay	0	26,000	26,000
Total Expenditures:	0	50,974	50,974
Excess (deficiency) of revenues over expenditures	344	(7,839)	8,183
Other financing sources (uses):			
Transfers out	(887)	(17,161)	16,274
Total Other financing sources (uses):	(887)	(17,161)	16,274
Net change in fund balance	(543)	(25,000)	24,457
Fund balances, beginning of year	118,786	0	118,786
Total Fund balances, beginning of year	118,786	0	118,786
Fund balance, end of period	118,243	(25,000)	143,243

Northern Palm Beach County Improvement District

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

Unit 14

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	1,100,483	(1,100,483)
Intergovernmental revenues	0	0	0
Investment income	3,317	0	3,317
Miscellaneous	0	0	0
Total Revenues:	3,317	1,100,483	(1,097,166)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	2,000	2,000
WATER QUALITY	0	8,000	8,000
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	1,890	1,890
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	4,015	4,015
CHEMICAL WEED CONTROL	0	53,266	53,266
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,500	1,500
MOWING & LANDSCAPE MAINTENANCE	0	15,698	15,698
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	265,493	265,493
REPAIR & MAINT-PUMP STATN	59	30,000	29,941
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-BLDG	0	3,000	3,000
REPAIR & MAINT - GENERAL	0	16,500	16,500
REPAIR & MAINT-TELEMETRY	0	17,000	17,000
REPAIR & MAINT-CULVERTS	0	60,000	60,000
REPAIR & MAINT - GATE/FENCE	0	0	0
R&M- Aerator refurbishments	0	38,750	38,750
R&M- GENERATORS	0	15,500	15,500
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	0	225,382	225,382
Total Physical Environment	59	767,994	767,935
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	52,000	52,000
Other	0	0	0
Total Capital outlay	0	52,000	52,000
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	59	819,994	819,935
Excess (deficiency) of revenues over expenditures	3,258	280,489	(277,231)

Northern Palm Beach County Improvement District

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

Unit 14

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Other financing sources (uses):			
Transfers out	(13,981)	(205,009)	191,028
Capital contributions from landowners	0	0	0
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(13,981)	(205,009)	191,028
Net change in fund balance	(10,723)	75,480	(86,203)
Fund balances, beginning of year	1,150,820	0	1,150,820
Total Fund balances, beginning of year	1,150,820	0	1,150,820
Fund balance, end of period	1,140,097	75,480	1,064,617

Northern Palm Beach County Improvement District

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

Unit 15

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	7,769	1,257,046	(1,249,277)
Intergovernmental revenues	0	0	0
Investment income	3,889	0	3,889
Miscellaneous	(131)	0	(131)
Total Revenues:	11,526	1,257,046	(1,245,520)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	2,000	2,000
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	7,173	7,173
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	3,820	3,820
CHEMICAL WEED CONTROL	0	102,309	102,309
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	3,000	3,000
MOWING & LANDSCAPE MAINTENANCE	0	37,976	37,976
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	25,000	25,000
REPAIR & MAINT-AERATORS	0	268,108	268,108
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT - GENERAL	0	4,250	4,250
REPAIR & MAINT-TELEMETRY	0	15,000	15,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	100,000	100,000
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	31,000	31,000
R & M PRESERVE STRUCTURES	0	0	0
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	7,500	7,500
Other	13,147	258,617	245,470
Total Physical Environment	13,147	872,253	859,106
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	104,000	104,000
Other	0	0	0
Total Capital outlay	0	104,000	104,000
Principal	0	41,231	41,231
Interest	0	17,506	17,506
Total Expenditures:	13,147	1,034,990	1,021,843
Excess (deficiency) of revenues over expenditures	(1,621)	222,056	(223,677)

Northern Palm Beach County Improvement District

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

Unit 15

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Other financing sources (uses):			
Transfers out	(12,135)	(229,856)	217,721
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(12,135)	(229,856)	217,721
Net change in fund balance	(13,756)	(7,800)	(5,956)
Fund balances, beginning of year	1,350,264	0	1,350,264
Total Fund balances, beginning of year	1,350,264	0	1,350,264
Fund balance, end of period	1,336,508	(7,800)	1,344,308

Northern Palm Beach County Improvement District

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

Unit 16

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	1,868,502	(1,868,502)
Intergovernmental revenues	0	0	0
Investment income	9,702	0	9,702
Miscellaneous	7,172	0	7,172
Total Revenues:	16,874	1,868,502	(1,851,628)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	50,000	50,000
ENGINEERING-PERMITS	0	0	0
ENVIRONMENTAL LIASON	0	36,291	36,291
LEGAL SERVICES	0	15,000	15,000
WATER QUALITY	0	4,517	4,517
FINANCIAL CONS./ADVISOR	0	250	250
GIS	0	6,459	6,459
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	4,921	4,921
MARSH MAINT-LITTORAL ZONE	0	7,251	7,251
CHEMICAL WEED CONTROL	0	48,255	48,255
MOWING SERVICES	0	0	0
SECURITY SERVICES	119,305	715,832	596,527
TRASH DISPOSAL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	0	94,838	94,838
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	64,587	64,587
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	20,000	20,000
REPAIR & MAINT - GENERAL	0	4,250	4,250
REPAIR & MAINT-TELEMETRY	0	1,000	1,000
REPAIR & MAINT-ROADS	0	150,000	150,000
REPAIR & MAINT-CULVERTS	0	175,000	175,000
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	150,000	150,000
REPAIR & MAINT- STREET SWEEP	0	7,938	7,938
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	0	30,578	30,578
Total Physical Environment	119,305	1,586,967	1,467,662
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	280,000	280,000
ROADS/BRIDGES	0	845,000	845,000
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
Other	0	0	0
Total Capital outlay	0	1,125,000	1,125,000
Principal	0	0	0
Total Expenditures:	119,305	2,711,967	2,592,662

Northern Palm Beach County Improvement District

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

Unit 16

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Excess (deficiency) of revenues over expenditures	(102,431)	(843,465)	741,034
Other financing sources (uses):			
Transfers out	(30,282)	(281,535)	251,253
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(30,282)	(281,535)	251,253
Net change in fund balance	(132,714)	(1,125,000)	992,286
Fund balances, beginning of year	3,467,132	0	3,467,132
Total Fund balances, beginning of year	3,467,132	0	3,467,132
Fund balance, end of period	3,334,418	(1,125,000)	4,459,418

Northern Palm Beach County Improvement District

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

Unit 18

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	2,492,253	(2,492,253)
Intergovernmental revenues	0	0	0
Investment income	9,525	0	9,525
Miscellaneous	3,558	0	3,558
Total Revenues:	13,083	2,492,253	(2,479,170)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	9,000	9,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	8,000	8,000
LEGAL - SPECIAL SERVICES	0	0	0
WATER QUALITY	0	33,000	33,000
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	4,677	4,677
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	8,116	8,116
MARSH MAINT-LITTORAL ZONE	0	672,464	672,464
CHEMICAL WEED CONTROL	0	219,231	219,231
TRASH DISPOSAL	334	332	(2)
MOWING & LANDSCAPE MAINTENANCE	0	15,999	15,999
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	25,000	25,000
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	0	285,146	285,146
REPAIR & MAINT-PUMP STATN	117	60,000	59,883
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	30,000	30,000
REPAIR & MAINT-TELEMETRY	0	20,500	20,500
REPAIR & MAINT-ROADS	0	100,000	100,000
REPAIR & MAINT-CULVERTS	0	60,000	60,000
REPAIR & MAINT - GATE/FENCE	0	5,000	5,000
Repairs & Maint - Catch Basins	0	40,000	40,000
R&M- Aerator refurbishments	0	38,750	38,750
R&M- GENERATORS	0	30,000	30,000
REPAIR & MAINT- STREET SWEEP	0	34,343	34,343
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	0	294,610	294,610
Total Physical Environment	452	2,004,168	2,003,716
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	72,335	100,000	27,666
Other	0	0	0

Northern Palm Beach County Improvement District

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

Unit 18

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Capital outlay	72,335	100,000	27,666
Principal	0	57,640	57,640
Interest	0	26,309	26,309
Total Expenditures:	72,786	2,188,117	2,115,331
Excess (deficiency) of revenues over expenditures	(59,703)	304,136	(363,839)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(35,109)	(432,275)	397,166
Capital contributions from landowners	334	28,139	(27,805)
Insurance proceeds	0	0	0
Repayment to landowners	0	0	0
Total Other financing sources (uses):	(34,775)	(404,136)	369,361
Net change in fund balance	(94,478)	(100,000)	5,522
Fund balances, beginning of year	3,368,103	0	3,368,103
Total Fund balances, beginning of year	3,368,103	0	3,368,103
Fund balance, end of period	3,273,625	(100,000)	3,373,625

Northern Palm Beach County Improvement District

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

Unit 19

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	604,738	(604,738)
Intergovernmental revenues	0	0	0
Investment income	2,691	0	2,691
Miscellaneous	(124)	0	(124)
Total Revenues:	2,568	604,738	(602,170)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	0	14,680	14,680
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	3,244	3,244
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	2,081	2,081
MARSH MAINT-LITTORAL ZONE	0	30,280	30,280
CHEMICAL WEED CONTROL	0	34,706	34,706
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,500	1,500
MOWING & LANDSCAPE MAINTENANCE	0	3,200	3,200
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	15,000	15,000
PRESERVE/EXOTIC MAINT	0	23,513	23,513
REPAIR & MAINT-AERATORS	0	134,945	134,945
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	6,750	6,750
REPAIR & MAINT-TELEMETRY	0	15,500	15,500
REPAIR & MAINT-CULVERTS	3,780	30,000	26,220
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	15,500	15,500
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	5,000	5,000
Other	9,899	148,475	138,576
Total Physical Environment	13,679	491,874	478,195
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	52,000	52,000
Other	0	0	0
Total Capital outlay	0	52,000	52,000
Interest	0	0	0
Total Expenditures:	13,679	543,874	530,195
Excess (deficiency) of revenues over expenditures	(11,112)	60,864	(71,976)

Northern Palm Beach County Improvement District

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

Unit 19

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(11,141)	(123,782)	112,641
Capital contributions from landowners	0	0	0
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(11,141)	(123,782)	112,641
Net change in fund balance	(22,252)	(62,918)	40,666
Fund balances, beginning of year	947,236	0	947,236
Total Fund balances, beginning of year	947,236	0	947,236
Fund balance, end of period	924,984	(62,918)	987,902

Northern Palm Beach County Improvement District

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

Unit 19A

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	21,968	(21,968)
Investment income	1,735	0	1,735
Total Investment income	1,735	0	1,735
Total Revenues:	1,735	21,968	(20,233)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	0	91	91
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-TELEMETRY	0	0	0
Other	0	217	217
Total Physical Environment	0	808	808
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	15,000	15,000
Total Capital outlay	0	15,000	15,000
Total Expenditures:	0	15,808	15,808
Excess (deficiency) of revenues over expenditures	1,735	6,160	(4,425)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(1,321)	(21,160)	19,839
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(1,321)	(21,160)	19,839
Net change in fund balance	414	(15,000)	15,414
Fund balances, beginning of year	595,861	0	595,861
Total Fund balances, beginning of year	595,861	0	595,861
Fund balance, end of period	596,276	(15,000)	611,276

Northern Palm Beach County Improvement District

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

Unit 20

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	3,574	107,713	(104,139)
Intergovernmental revenues	0	0	0
Investment income	1,389	0	1,389
Miscellaneous	0	0	0
Total Revenues:	4,963	107,713	(102,750)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	5,000	5,000
SPECIAL SERVICES	0	0	0
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	1,107	1,107
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	579	579
CHEMICAL WEED CONTROL	0	9,418	9,418
TRASH DISPOSAL	0	2,500	2,500
MOWING & LANDSCAPE MAINTENANCE	0	10,500	10,500
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	13,790	13,790
REPAIR & MAINT - GENERAL	0	4,500	4,500
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	0	1,030	1,030
Total Physical Environment	0	53,424	53,424
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	0	53,424	53,424
Excess (deficiency) of revenues over expenditures	4,963	54,289	(49,326)
Other financing sources (uses):			
Transfers out	(4,891)	(54,289)	49,398
Capital contributions from landowners	0	0	0
Repayment to landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(4,891)	(54,289)	49,398
Net change in fund balance	72	0	72

Northern Palm Beach County Improvement District

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

Unit 20

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	477,429	0	477,429
Total Fund balances, beginning of year	477,429	0	477,429
Fund balance, end of period	477,501	0	477,501

Northern Palm Beach County Improvement District

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

Unit 21

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	992,184	(992,184)
Intergovernmental revenues	0	0	0
Investment income	2,199	0	2,199
Miscellaneous	51	0	51
Total Revenues:	2,250	992,184	(989,934)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,500	1,500
WATER QUALITY	0	8,776	8,776
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	478	478
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	2,862	2,862
MARSH MAINT-LITTORAL ZONE	0	150,164	150,164
CHEMICAL WEED CONTROL	0	58,405	58,405
TRASH DISPOSAL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	0	3,240	3,240
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	25,000	25,000
PRESERVE/EXOTIC MAINT	0	248,198	248,198
REPAIR & MAINT-AERATORS	0	52,450	52,450
REPAIR & MAINT-PUMP STATN	59	30,000	29,941
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	4,500	4,500
REPAIR & MAINT-TELEMETRY	0	15,000	15,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	250,000	250,000
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
R&M- Aerator refurbishments	0	7,750	7,750
R&M- GENERATORS	0	15,500	15,500
REPAIR & MAINT- WATER CTRL STR	0	0	0
R&M- PRESERVE STRUCTURE/INLETS	0	0	0
Other	0	35,964	35,964
Total Physical Environment	59	922,287	922,228
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0

Northern Palm Beach County Improvement District

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

Unit 21

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Principal	0	26,691	26,691
Interest	0	12,183	12,183
Total Expenditures:	59	961,161	961,102
Excess (deficiency) of revenues over expenditures	2,191	31,023	(28,832)
Other financing sources (uses):			
Transfers out	(19,747)	(231,023)	211,276
Capital contributions from landowners	0	0	0
Insurance proceeds	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(19,747)	(231,023)	211,276
Net change in fund balance	(17,555)	(200,000)	182,445
Fund balances, beginning of year	773,264	0	773,264
Total Fund balances, beginning of year	773,264	0	773,264
Fund balance, end of period	755,709	(200,000)	955,709

Northern Palm Beach County Improvement District

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

Unit 23

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	477,697	(477,697)
Intergovernmental revenues	0	0	0
Investment income	1,113	0	1,113
Miscellaneous	745	0	745
Total Revenues:	1,859	477,697	(475,838)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	15,000	15,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	10,000	10,000
WATER QUALITY	429	5,148	4,719
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	3,119	3,119
AUDITORS SERVICES	0	1,361	1,361
MARSH MAINT-LITTORAL ZONE	0	41,795	41,795
CHEMICAL WEED CONTROL	0	44,170	44,170
TRASH DISPOSAL	0	500	500
MOWING & LANDSCAPE MAINTENANCE	0	4,911	4,911
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	0	187,845	187,845
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT - GENERAL	0	7,000	7,000
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	40,000	40,000
REPAIR & MAINT - GATE/FENCE	0	0	0
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	2,500	2,500
R&M- PRESERVE STRUCTURE/INLETS	0	0	0
Other	0	5,021	5,021
Total Physical Environment	429	373,370	372,941
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	429	373,370	372,941
Excess (deficiency) of revenues over expenditures	1,430	104,327	(102,897)
Other financing sources (uses):			

Northern Palm Beach County Improvement District

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

Unit 23

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Transfers out	(8,535)	(110,827)	102,292
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(8,535)	(110,827)	102,292
Net change in fund balance	(7,106)	(6,500)	(606)
Fund balances, beginning of year	389,777	0	389,777
Total Fund balances, beginning of year	389,777	0	389,777
Fund balance, end of period	382,672	(6,500)	389,172

Northern Palm Beach County Improvement District

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

Unit 24

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	419,339	(419,339)
Intergovernmental revenues	0	0	0
Investment income	2,076	0	2,076
Miscellaneous	(60)	0	(60)
Total Revenues:	2,016	419,339	(417,323)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	800	800
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	1,690	1,690
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	1,505	1,505
MARSH MAINT-LITTORAL ZONE	0	55,820	55,820
CHEMICAL WEED CONTROL	0	44,584	44,584
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	0	21,715	21,715
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	27,432	27,432
REPAIR & MAINT-AERATORS	0	8,896	8,896
REPAIR & MAINT-PUMP STATN	59	30,000	29,941
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-BLDG	0	2,000	2,000
REPAIR & MAINT-WELLS	0	2,500	2,500
REPAIR & MAINT - GENERAL	0	21,500	21,500
REPAIR & MAINT-TELEMETRY	0	10,000	10,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	30,000	30,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	7,750	7,750
R&M- GENERATORS	0	15,500	15,500
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	545	18,297	17,752
Total Physical Environment	604	307,489	306,885
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	(122,835)	0	122,835
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	(122,835)	0	122,835
Principal	0	18,267	18,267
Interest	0	7,756	7,756
Total Expenditures:	(122,230)	333,512	455,742

Northern Palm Beach County Improvement District

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

Unit 24

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Excess (deficiency) of revenues over expenditures	124,247	85,827	38,420
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(10,923)	(123,908)	112,985
Capital contributions from landowners	0	0	0
Insurance proceeds	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(10,923)	(123,908)	112,985
Net change in fund balance	113,324	(38,081)	151,405
Fund balances, beginning of year	600,230	0	600,230
Total Fund balances, beginning of year	600,230	0	600,230
Fund balance, end of period	713,553	(38,081)	751,634

Northern Palm Beach County Improvement District

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

Unit 27B

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	237,989	(237,989)
Investment income	1,359	0	1,359
Miscellaneous	0	0	0
Total Revenues:	1,359	237,989	(236,630)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
LEGAL SERVICES	0	2,000	2,000
FINANCIAL CONS./ADVISOR	0	250	250
GIS	0	1,856	1,856
AUDITORS SERVICES	0	1,579	1,579
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	0	8,531	8,531
CHEMICAL WEED CONTROL	0	6,316	6,316
TRASH DISPOSAL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	0	742	742
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	122,551	122,551
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	10,000	10,000
R & M PRESERVE STRUCTURES	0	17,450	17,450
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	0	3,857	3,857
Total Physical Environment	0	178,132	178,132
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	0	178,132	178,132
Excess (deficiency) of revenues over expenditures	1,359	59,857	(58,498)
Other financing sources (uses):			
Transfers out	(5,308)	(65,857)	60,549
Total Other financing sources (uses):	(5,308)	(65,857)	60,549
Net change in fund balance	(3,949)	(6,000)	2,051
Fund balances, beginning of year	470,997	0	470,997
Total Fund balances, beginning of year	470,997	0	470,997
Fund balance, end of period	467,048	(6,000)	473,048

Northern Palm Beach County Improvement District

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

Unit 29

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	115,683	(115,683)
Intergovernmental revenues	0	0	0
Investment income	553	0	553
Miscellaneous	0	0	0
Total Revenues:	553	115,683	(115,130)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
LEGAL SERVICES	0	500	500
WATER QUALITY	429	5,148	4,719
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	1,208	1,208
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	319	319
MARSH MAINT-LITTORAL ZONE	0	7,251	7,251
CHEMICAL WEED CONTROL	0	12,778	12,778
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	47,480	47,480
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	20,000	20,000
Other	0	1,145	1,145
Total Physical Environment	429	96,829	96,400
Capital outlay	0	0	0
Principal	0	4,640	4,640
Interest	0	2,118	2,118
Total Expenditures:	429	103,587	103,158
Excess (deficiency) of revenues over expenditures	124	12,096	(11,972)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(1,431)	(26,596)	25,165
Total Other financing sources (uses):	(1,431)	(26,596)	25,165
Net change in fund balance	(1,307)	(14,500)	13,193
Fund balances, beginning of year	191,345	0	191,345
Total Fund balances, beginning of year	191,345	0	191,345
Fund balance, end of period	190,039	(14,500)	204,539

Northern Palm Beach County Improvement District

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

Unit 31

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	1,382,979	(1,382,979)
Intergovernmental revenues	0	0	0
Investment income	4,949	0	4,949
Miscellaneous	(5,304)	0	(5,304)
Total Revenues:	(356)	1,382,979	(1,383,335)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	3,000	3,000
WATER QUALITY	0	5,600	5,600
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	2,346	2,346
AUDITORS SERVICES	0	4,523	4,523
MOWING & LANDSCAPE MAINTENANCE	0	756	756
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	0	496,910	496,910
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	0	20,000	20,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	0	10,000	10,000
REPAIR & MAINT-ROADS	1,750	27,000	25,250
REPAIR & MAINT-CULVERTS	0	50,000	50,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	30,000	30,000
R&M- Aerator refurbishments	0	38,750	38,750
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	5,000	5,000
Other	28,060	405,730	377,670
Total Physical Environment	29,810	1,116,115	1,086,305
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	156,000	156,000
Other	0	0	0
Total Capital outlay	0	156,000	156,000
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	29,810	1,272,115	1,242,305
Excess (deficiency) of revenues over expenditures	(30,165)	110,864	(141,029)

Northern Palm Beach County Improvement District

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

Unit 31

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(19,785)	(266,864)	247,079
Insurance proceeds	0	0	0
Repayment to landowners	0	0	0
Total Other financing sources (uses):	(19,785)	(266,864)	247,079
Net change in fund balance	(49,951)	(156,000)	106,049
Fund balances, beginning of year	1,528,923	0	1,528,923
Total Fund balances, beginning of year	1,528,923	0	1,528,923
Fund balance, end of period	1,478,973	(156,000)	1,634,973

Northern Palm Beach County Improvement District

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

Unit 32

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	20,415	(20,415)
Intergovernmental revenues	0	0	0
Investment income	186	0	186
Miscellaneous	159	0	159
Total Revenues:	345	20,415	(20,070)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	88	88
AUDITORS SERVICES	0	90	90
CHEMICAL WEED CONTROL	0	2,064	2,064
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	0	2,500	2,500
JANITORIAL	0	0	0
MOWING & LANDSCAPE MAINTENANCE	0	751	751
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-OFF EQMT	0	0	0
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT - GATE/FENCE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
Other	0	202	202
Total Physical Environment	0	14,695	14,695
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	0	14,695	14,695
Excess (deficiency) of revenues over expenditures	345	5,720	(5,375)
Other financing sources (uses):			
Transfers out	(864)	(9,320)	8,456
Total Other financing sources (uses):	(864)	(9,320)	8,456
Net change in fund balance	(518)	(3,600)	3,082
Fund balances, beginning of year	64,456	0	64,456
Total Fund balances, beginning of year	64,456	0	64,456
Fund balance, end of period	63,937	(3,600)	67,537

Northern Palm Beach County Improvement District

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

Unit 32A

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	8,602	(8,602)
Investment income	126	0	126
Total Investment income	126	0	126
Total Revenues:	126	8,602	(8,476)
Expenditures:			
Physical Environment			
WATER QUALITY	429	5,148	4,719
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	0	45	45
MOWING SERVICES	0	0	0
SECURITY SERVICES	0	0	0
MOWING & LANDSCAPE MAINTENANCE	0	751	751
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CULVERTS	0	5,000	5,000
Other	0	85	85
Total Physical Environment	429	11,029	10,600
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	429	11,029	10,600
Excess (deficiency) of revenues over expenditures	(303)	(2,427)	2,124
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	0	(1,125)	1,125
Total Other financing sources (uses):	0	(1,125)	1,125
Net change in fund balance	(303)	(3,552)	3,249
Fund balances, beginning of year	43,730	0	43,730
Total Fund balances, beginning of year	43,730	0	43,730
Fund balance, end of period	43,427	(3,552)	46,979

Northern Palm Beach County Improvement District

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

Unit 33

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	39,522	(39,522)
Intergovernmental revenues	0	0	0
Investment income	230	0	230
Miscellaneous	0	0	0
Total Revenues:	230	39,522	(39,292)
Expenditures:			
Physical Environment			
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	0	0
WATER QUALITY	429	5,148	4,719
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	125	125
AUDITORS SERVICES	0	116	116
CHEMICAL WEED CONTROL	0	2,328	2,328
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	500	500
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	25,546	25,546
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-CULVERTS	0	2,000	2,000
Other	0	390	390
Total Physical Environment	429	38,153	37,724
Capital outlay	0	0	0
Total Expenditures:	429	38,153	37,724
Excess (deficiency) of revenues over expenditures	(199)	1,369	(1,568)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(640)	(11,369)	10,729
Total Other financing sources (uses):	(640)	(11,369)	10,729
Net change in fund balance	(839)	(10,000)	9,161
Fund balances, beginning of year	79,732	0	79,732
Total Fund balances, beginning of year	79,732	0	79,732
Fund balance, end of period	78,892	(10,000)	88,892

Northern Palm Beach County Improvement District

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

Unit 34

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	207,326	(207,326)
Intergovernmental revenues	0	0	0
Investment income	1,029	0	1,029
Miscellaneous	0	0	0
Total Revenues:	1,029	207,326	(206,297)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,200	1,200
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	147	147
OTHER PROFESSIONAL SVCS	0	19,969	19,969
AUDITORS SERVICES	0	1,112	1,112
SECURITY SERVICES	35	903	868
TRASH DISPOSAL	0	2,500	2,500
MOWING & LANDSCAPE MAINTENANCE	0	20,840	20,840
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	11,000	11,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	25,000	25,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	10,000	10,000
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	15,000	15,000
REPAIR & MAINT- WATER CTRL STR	0	0	0
Other	40	6,069	6,029
Total Physical Environment	75	113,740	113,665
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	75	113,740	113,665
Excess (deficiency) of revenues over expenditures	953	93,586	(92,633)
Other financing sources (uses):			
Transfers in	0	0	0

Northern Palm Beach County Improvement District

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

Unit 34

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Transfers out	(8,947)	(81,953)	73,006
Total Other financing sources (uses):	(8,947)	(81,953)	73,006
Net change in fund balance	(7,993)	11,633	(19,626)
Fund balances, beginning of year	361,517	0	361,517
Total Fund balances, beginning of year	361,517	0	361,517
Fund balance, end of period	353,524	11,633	341,891

Northern Palm Beach County Improvement District

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

Unit 38

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	94,755	(94,755)
Investment income	1,353	0	1,353
Total Investment income	1,353	0	1,353
Total Revenues:	1,353	94,755	(93,402)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	156	156
AUDITORS SERVICES	0	244	244
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	1,500	1,500
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	25,000	25,000
REPAIR & MAINT-CULVERTS	0	25,000	25,000
Repairs & Maint - Catch Basins	0	20,000	20,000
Other	0	938	938
Total Physical Environment	0	73,338	73,338
Capital outlay			
ROADS/BRIDGES	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	0	73,338	73,338
Excess (deficiency) of revenues over expenditures	1,353	21,417	(20,064)
Other financing sources (uses):			
Transfers out	(2,627)	(31,417)	28,790
Total Other financing sources (uses):	(2,627)	(31,417)	28,790
Net change in fund balance	(1,274)	(10,000)	8,726
Fund balances, beginning of year	466,402	0	466,402
Total Fund balances, beginning of year	466,402	0	466,402
Fund balance, end of period	465,128	(10,000)	475,128

Northern Palm Beach County Improvement District

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

Unit 41

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	8,483	(8,483)
Investment income	130	0	130
Miscellaneous	0	0	0
Total Revenues:	130	8,483	(8,353)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
LEGAL SERVICES	0	0	0
WATER QUALITY	429	5,148	4,719
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	61	61
AUDITORS SERVICES	0	36	36
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	5,000	5,000
Other	0	85	85
Total Physical Environment	429	10,330	9,901
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	429	10,330	9,901
Excess (deficiency) of revenues over expenditures	(299)	(1,847)	1,548
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(140)	(5,139)	4,999
Total Other financing sources (uses):	(140)	(5,139)	4,999
Net change in fund balance	(439)	(6,986)	6,547
Fund balances, beginning of year	45,187	0	45,187
Total Fund balances, beginning of year	45,187	0	45,187
Fund balance, end of period	44,748	(6,986)	51,734

Northern Palm Beach County Improvement District

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

Unit 43

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	2,066,973	(2,066,973)
Intergovernmental revenues	0	0	0
Investment income	4,931	0	4,931
Miscellaneous	1,126	0	1,126
Total Revenues:	6,057	2,066,973	(2,060,916)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	8,000	8,000
LEGAL - SPECIAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	0	250	250
GIS	0	3,211	3,211
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	4,908	4,908
MONITORING REPORT	0	0	0
CHEMICAL WEED CONTROL	0	125,525	125,525
MOWING SERVICES	0	0	0
SECURITY SERVICES	35	738	703
TRASH DISPOSAL	0	2,500	2,500
MOWING & LANDSCAPE MAINTENANCE	0	19,969	19,969
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	577,891	577,891
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	82	60,000	59,918
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT-BLDG	0	20,000	20,000
REPAIR & MAINT - GENERAL	0	20,000	20,000
REPAIR & MAINT-TELEMETRY	19,900	30,000	10,100
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	750,000	750,000
REPAIR & MAINT - GATE/FENCE	0	1,500	1,500
REPAIR & MAINT - IRRIGATION	0	0	0
R&M- GENERATORS	0	17,000	17,000
R & M PRESERVE STRUCTURES	0	2,500	2,500
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	0	7,500	7,500
R&M- PRESERVE STRUCTURE/INLETS	0	0	0
Other	0	57,644	57,644
Total Physical Environment	20,017	1,739,136	1,719,119
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0

Northern Palm Beach County Improvement District

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

Unit 43

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Capital outlay	0	0	0
Total Expenditures:	20,017	1,739,136	1,719,119
Excess (deficiency) of revenues over expenditures	(13,960)	327,837	(341,797)
Other financing sources (uses):			
Transfers out	(23,526)	(327,837)	304,311
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(23,526)	(327,837)	304,311
Net change in fund balance	(37,485)	0	(37,485)
Fund balances, beginning of year	1,732,385	0	1,732,385
Total Fund balances, beginning of year	1,732,385	0	1,732,385
Fund balance, end of period	1,694,900	0	1,694,900

Northern Palm Beach County Improvement District

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

Unit 44

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	139,569	(139,569)
Intergovernmental revenues	0	0	0
Investment income	2,105	0	2,105
Miscellaneous	1,722	0	1,722
Total Revenues:	3,827	139,569	(135,742)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	2,500	2,500
FINANCIAL CONS./ADVISOR	0	250	250
GIS	0	814	814
AUDITORS SERVICES	0	2,114	2,114
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	50,000	50,000
Repairs & Maint - Catch Basins	0	20,000	20,000
REPAIR & MAINT- STREET SWEEP	0	8,757	8,757
Other	0	2,881	2,881
Total Physical Environment	0	88,316	88,316
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	0	88,316	88,316
Excess (deficiency) of revenues over expenditures	3,827	51,253	(47,426)
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(3,469)	(51,253)	47,784
Capital contributions from landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	(3,469)	(51,253)	47,784
Net change in fund balance	359	0	359
Fund balances, beginning of year	723,276	0	723,276
Total Fund balances, beginning of year	723,276	0	723,276
Fund balance, end of period	723,635	0	723,635

Northern Palm Beach County Improvement District

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

Unit 45

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	516,295	(516,295)
Intergovernmental revenues	0	0	0
Investment income	2,768	0	2,768
Total Investment income	2,768	0	2,768
Total Revenues:	2,768	516,295	(513,527)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	10,000	10,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	3,000	3,000
WATER QUALITY	429	5,148	4,719
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	1,012	1,012
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	0	1,451	1,451
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	0	7,251	7,251
CHEMICAL WEED CONTROL	0	9,328	9,328
MOWING SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	156,150	156,150
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	190,000	190,000
REPAIR & MAINT-CULVERTS	0	20,000	20,000
Repairs & Maint - Catch Basins	0	20,000	20,000
R & M PRESERVE STRUCTURES	0	10,000	10,000
REPAIR & MAINT- STREET SWEEP	0	32,256	32,256
Other	0	5,113	5,113
Total Physical Environment	429	472,709	472,280
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Debt issuance costs	0	0	0
Total Expenditures:	429	472,709	472,280
Excess (deficiency) of revenues over expenditures	2,339	43,586	(41,247)
Other financing sources (uses):			
Transfers out	(11,312)	(123,586)	112,274
Total Other financing sources (uses):	(11,312)	(123,586)	112,274
Net change in fund balance	(8,973)	(80,000)	71,027

Northern Palm Beach County Improvement District

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

Unit 45

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	960,263	0	960,263
Total Fund balances, beginning of year	960,263	0	960,263
Fund balance, end of period	951,290	(80,000)	1,031,290

Northern Palm Beach County Improvement District

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

Unit 46

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	82,398	(82,398)
Investment income	1,246	0	1,246
Miscellaneous	0	0	0
Total Revenues:	1,246	82,398	(81,152)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
FINANCIAL CONS./ADVISOR	0	250	250
GIS	0	1,810	1,810
AUDITORS SERVICES	0	1,212	1,212
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	40,000	40,000
Other	0	2,316	2,316
Total Physical Environment	0	49,588	49,588
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	0	49,588	49,588
Excess (deficiency) of revenues over expenditures	1,246	32,810	(31,564)
Other financing sources (uses):			
Transfers out	(1,242)	(18,110)	16,868
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(1,242)	(18,110)	16,868
Net change in fund balance	4	14,700	(14,696)
Fund balances, beginning of year	428,383	0	428,383
Total Fund balances, beginning of year	428,383	0	428,383
Fund balance, end of period	428,387	14,700	413,687

Northern Palm Beach County Improvement District

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

Unit 47

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	65,513	(65,513)
Intergovernmental revenues	0	0	0
Investment income	1,594	0	1,594
Miscellaneous	0	0	0
Total Revenues:	1,594	65,513	(63,919)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	426	5,148	4,722
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	1,263	1,263
AUDITORS SERVICES	0	285	285
MARSH MAINT-LITTORAL ZONE	0	0	0
SECURITY SERVICES	0	1,298	1,298
MOWING & LANDSCAPE MAINTENANCE	0	1,764	1,764
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT - GENERAL	0	1,500	1,500
REPAIR & MAINT-TELEMETRY	0	15,000	15,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE/FENCE	0	0	0
Repairs & Maint - Catch Basins	0	20,000	20,000
REPAIR & MAINT- STREET SWEEP	0	0	0
REPAIR & MAINT- RTU GATES	0	0	0
REPAIR & MAINT- WATER CTRL STR	165	2,500	2,335
Other	400	2,615	2,215
Total Physical Environment	991	52,873	51,882
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	991	52,873	51,882
Excess (deficiency) of revenues over expenditures	603	12,640	(12,037)
Other financing sources (uses):			

Northern Palm Beach County Improvement District

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

Unit 47

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Transfers out	(2,395)	(32,640)	30,245
Capital contributions from landowners	0	0	0
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(2,395)	(32,640)	30,245
Net change in fund balance	(1,792)	(20,000)	18,208
Fund balances, beginning of year	549,833	0	549,833
Total Fund balances, beginning of year	549,833	0	549,833
Fund balance, end of period	548,042	(20,000)	568,042

Northern Palm Beach County Improvement District

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

Unit 49

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	111,678	(111,678)
Investment income	838	0	838
Miscellaneous	(116)	0	(116)
Total Revenues:	722	111,678	(110,956)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
GIS	0	607	607
AUDITORS SERVICES	0	392	392
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	0	8,016	8,016
MOWING SERVICES	0	0	0
TRASH DISPOSAL	0	1,000	1,000
MOWING & LANDSCAPE MAINTENANCE	0	5,412	5,412
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	63,986	63,986
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-CULVERTS	0	10,000	10,000
Other	0	1,105	1,105
Total Physical Environment	0	97,018	97,018
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	0	97,018	97,018
Excess (deficiency) of revenues over expenditures	722	14,660	(13,938)
Other financing sources (uses):			
Transfers out	(3,110)	(34,660)	31,550
Total Other financing sources (uses):	(3,110)	(34,660)	31,550
Net change in fund balance	(2,388)	(20,000)	17,612
Fund balances, beginning of year	290,355	0	290,355
Total Fund balances, beginning of year	290,355	0	290,355
Fund balance, end of period	287,967	(20,000)	307,967

Northern Palm Beach County Improvement District

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

Unit 51

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	42,906	(42,906)
Investment income	664	0	664
Miscellaneous	0	0	0
Total Revenues:	664	42,906	(42,242)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	4,000	4,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
GIS	0	623	623
AUDITORS SERVICES	0	136	136
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	0	0
Other	0	425	425
Total Physical Environment	0	15,684	15,684
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	0	15,684	15,684
Excess (deficiency) of revenues over expenditures	664	27,222	(26,558)
Other financing sources (uses):			
Transfers out	(680)	(12,122)	11,442
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(680)	(12,122)	11,442
Net change in fund balance	(16)	15,100	(15,116)
Fund balances, beginning of year	228,207	0	228,207
Total Fund balances, beginning of year	228,207	0	228,207
Fund balance, end of period	228,190	15,100	213,090

Northern Palm Beach County Improvement District

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

Unit 53

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0	86,010	(86,010)
Investment income	1,043	0	1,043
Miscellaneous	7,741	0	7,741
Total Revenues:	8,785	86,010	(77,225)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,500	1,500
FINANCIAL CONS./ADVISOR	0	1,000	1,000
GIS	0	3,679	3,679
AUDITORS SERVICES	0	1,868	1,868
TRASH DISPOSAL	0	0	0
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	25,000	25,000
Other	37	7,289	7,252
Total Physical Environment	37	59,336	59,299
Capital outlay	0	0	0
Total Expenditures:	37	59,336	59,299
Excess (deficiency) of revenues over expenditures	8,748	26,674	(17,926)
Other financing sources (uses):			
Transfers out	(3,671)	(51,674)	48,003
Capital contributions from landowners	0	0	0
Insurance proceeds	0	0	0
Total Other financing sources (uses):	(3,671)	(51,674)	48,003
Net change in fund balance	5,077	(25,000)	30,077
Fund balances, beginning of year	353,506	0	353,506
Total Fund balances, beginning of year	353,506	0	353,506
Fund balance, end of period	358,583	(25,000)	383,583

Northern Palm Beach County Improvement District

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

Common area fund

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Intergovernmental revenues	0	0	0
Investment income	455	0	455
Total Investment income	455	0	455
Total Revenues:	455	0	455
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
AUDITORS SERVICES	0	401	401
MARSH MAINT-LITTORAL ZONE	0	0	0
TRASH DISPOSAL	5,268	14,145	8,877
MOWING & LANDSCAPE MAINTENANCE	0	22,855	22,855
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	0	18,600	18,600
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	0	0
REPAIR & MAINT- STREET SWEEP	0	0	0
Other	445	26,264	25,819
Total Physical Environment	5,713	82,265	76,552
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	120,000	120,000
Other	0	0	0
Total Capital outlay	0	120,000	120,000
Total Expenditures:	5,713	202,265	196,552
Excess (deficiency) of revenues over expenditures	(5,258)	(202,265)	197,007
Other financing sources (uses):			
Transfers out	(157)	(2,732)	2,575
Capital contributions from landowners			
CONTRIBUTIONS GOVERNMENTS	0	72,131	(72,131)
Other	0	82,866	(82,866)
Total Capital contributions from landowners	0	154,997	(154,997)
Total Other financing sources (uses):	(157)	152,265	(152,422)
Net change in fund balance	(5,415)	(50,000)	44,585
Fund balances, beginning of year	176,306	0	176,306
Total Fund balances, beginning of year	176,306	0	176,306

Northern Palm Beach County Improvement District

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

Common area fund

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	170,891	(50,000)	220,891

Northern Palm Beach County Improvement District

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

NPDES funds

From 10/1/2026 Through 10/31/2026

(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Investment income	1,437	0	1,437
Miscellaneous	196,627	0	196,627
Total Revenues:	198,064	0	198,064
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
LEGAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
Other	0	0	0
Total Physical Environment	0	0	0
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	0	0	0
Excess (deficiency) of revenues over expenditures	198,064	0	198,064
Other financing sources (uses):			
Transfers in	296,106	0	296,106
Transfers out	(296,744)	0	(296,744)
Total Other financing sources (uses):	(638)	0	(638)
Net change in fund balance	197,426	0	197,426
Fund balances, beginning of year	296,506	0	296,506
Total Fund balances, beginning of year	296,506	0	296,506
Fund balance, end of period	493,932	0	493,932

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2026 Through 9/30/2027

(In Whole Numbers)

	Unit 1	Unit 2C	Unit 5A	Unit 5D
Revenues:				
Intergovernmental revenues	-	-	-	-
Investment income	2,638	1,261	6	992
Miscellaneous	-	-	-	-
Total Revenues:	2,638	1,261	6	992
Expenditures:				
Capital outlay	-	-	-	-
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Total Expenditures:	-	-	-	-
Excess (deficiency) of revenues over expenditures	2,638	1,261	6	992
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	(602)	(255)	-	-
Capital contributions from landowners	-	-	-	-
Repayment to landowners	-	-	-	-
Promissory notes issued	-	-	-	-
Special assessment bond proceeds	-	-	-	-
Discount on special assessment bonds issued	-	-	-	-
Premium on special assessment bonds issued	-	-	-	-
Total Other financing sources (uses):	(602)	(255)	-	-
Net change in fund balance	2,036	1,006	6	992
Fund balances, beginning of year	904,016	286,421	2,078	339,938
Fund balance, end of period	906,051	287,427	2,084	340,930

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2026 Through 9/30/2027

(In Whole Numbers)

	Unit 7	Unit 15	Unit 16	Unit 18
Revenues:				
Intergovernmental revenues	-	-	-	-
Investment income	2,795	1,385	641	1,237
Miscellaneous	-	-	-	-
Total Revenues:	2,795	1,385	641	1,237
Expenditures:				
Capital outlay	-	-	-	(43,005)
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Total Expenditures:	-	-	-	(43,005)
Excess (deficiency) of revenues over expenditures	2,795	1,385	641	44,242
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	(638)	(128)	(388)	-
Capital contributions from landowners	-	-	-	-
Repayment to landowners	-	-	-	-
Promissory notes issued	-	-	-	-
Special assessment bond proceeds	-	-	-	-
Discount on special assessment bonds issued	-	-	-	-
Premium on special assessment bonds issued	-	-	-	-
Total Other financing sources (uses):	(638)	(128)	(388)	-
Net change in fund balance	2,157	1,257	253	44,242
Fund balances, beginning of year	957,959	474,668	219,989	380,821
Fund balance, end of period	960,116	475,925	220,242	425,063

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2026 Through 9/30/2027

(In Whole Numbers)

	Unit 21	Unit 24	Unit 25	Unit 53
Revenues:				
Intergovernmental revenues	-	-	-	-
Investment income	273	532	66	439
Miscellaneous	-	-	-	-
Total Revenues:	273	532	66	439
Expenditures:				
Capital outlay	(17,954)	-	-	-
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Total Expenditures:	(17,954)	-	-	-
Excess (deficiency) of revenues over expenditures	18,227	532	66	439
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	(122)	-	(1,404)
Capital contributions from landowners	-	-	-	-
Repayment to landowners	-	-	-	-
Promissory notes issued	-	-	-	-
Special assessment bond proceeds	-	-	-	-
Discount on special assessment bonds issued	-	-	-	-
Premium on special assessment bonds issued	-	-	-	-
Total Other financing sources (uses):	-	(122)	-	(1,404)
Net change in fund balance	18,227	411	66	(965)
Fund balances, beginning of year	75,610	182,494	22,630	903,751
Fund balance, end of period	93,838	182,904	22,696	902,787

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2026 Through 9/30/2027

(In Whole Numbers)

	Unit 54
Revenues:	
Intergovernmental revenues	-
Investment income	-
Miscellaneous	(480)
Total Revenues:	(480)
Expenditures:	
Capital outlay	-
Principal	-
Interest	-
Debt issuance costs	-
Total Expenditures:	-
Excess (deficiency) of revenues over expenditures	(480)
Other financing sources (uses):	
Transfers in	-
Transfers out	(11,723)
Capital contributions from landowners	-
Repayment to landowners	-
Promissory notes issued	-
Special assessment bond proceeds	-
Discount on special assessment bonds issued	-
Premium on special assessment bonds issued	-
Total Other financing sources (uses):	(11,723)
Net change in fund balance	(12,203)
Fund balances, beginning of year	10,419
Fund balance, end of period	(1,783)

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2026 Through 9/30/2027

(In Whole Numbers)

	Unit 2A	Unit 2C	Unit 3A	Unit 9A
Revenues:				
Non-ad valorem assessments	-	-	-	-
Intergovernmental revenues	-	-	-	-
Investment income	83	5,551	65	491
Miscellaneous	-	-	-	-
Total Revenues:	83	5,551	65	491
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	-	-	-	-
Total Expenditures:	-	-	-	-
Excess (deficiency) of revenues over expenditures	83	5,551	65	491
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	83	5,551	65	491
Fund balances, beginning of year	37,936	4,438,934	27,532	733,980
Fund balance, end of period	38,019	4,444,485	27,597	734,471

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2026 Through 9/30/2027

(In Whole Numbers)

	Unit 9B	Unit 16	Unit 27B	Unit 43
Revenues:				
Non-ad valorem assessments	-	-	-	-
Intergovernmental revenues	-	-	-	-
Investment income	270	85	41	728
Miscellaneous	-	-	-	-
Total Revenues:	270	85	41	728
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	-	-	-	-
Total Expenditures:	-	-	-	-
Excess (deficiency) of revenues over expenditures	270	85	41	728
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	270	85	41	728
Fund balances, beginning of year	813,754	32,873	22,029	521,389
Fund balance, end of period	814,024	32,958	22,070	522,117

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2026 Through 9/30/2027

(In Whole Numbers)

	Unit 44	Unit 45	Unit 46	Unit 53
Revenues:				
Non-ad valorem assessments	-	-	-	-
Intergovernmental revenues	-	-	-	-
Investment income	567	120	1,125	2,735
Miscellaneous	-	-	-	-
Total Revenues:	567	120	1,125	2,735
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	1,250
Advance Refunding escrow agent	-	-	-	-
Other	-	-	-	-
Total Expenditures:	-	-	-	1,250
Excess (deficiency) of revenues over expenditures	567	120	1,125	1,485
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	567	120	1,125	1,485
Fund balances, beginning of year	206,683	81,923	818,659	3,044,648
Fund balance, end of period	207,250	82,043	819,784	3,046,133

Northern Palm Beach County Improvement District

Statement of Revenues and Expenditures - Budget vs Actual- General Fund (Cash Basis)

GEN - General Fund

From 10/1/2026 Through 10/31/2026

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	0.00	0.00	0.00
Intergovernmental revenues	0.00	0.00	0.00
Investment income	2,331.84	0.00	2,331.84
Miscellaneous	0.00	0.00	0.00
Total Revenues:	2,331.84	0.00	2,331.84
Expenditures:			
Physical Environment			
ADM/OPS SALARIES	198,331.84	2,961,871.00	2,763,539.16
ENGINEERING FEES	0.00	39,000.00	39,000.00
LEGAL SERVICES	0.00	120,000.00	120,000.00
IT Services	11,725.57	111,814.00	100,088.43
MOWING & LANDSCAPE MAINTENANCE	0.00	72,131.00	72,131.00
ELECTRICITY	(445.00)	31,944.00	32,389.00
INSURANCE-GENERAL	407,717.00	501,520.00	93,803.00
REPAIR & MAINT-BLDG	554.00	90,000.00	89,446.00
R & M - HVAC REPAIRS	0.00	60,000.00	60,000.00
PUBLIC INFORMATION	9,240.00	36,150.00	26,910.00
FUEL-VEHICLES	6,144.04	84,000.00	77,855.96
Other	176,176.37	1,782,525.00	1,606,348.63
Total Physical Environment	809,443.82	5,890,955.00	5,081,511.18
Capital outlay			
BUILDINGS	0.00	20,000.00	20,000.00
IMPRVMNTS OTHER THAN BLDG	0.00	0.00	0.00
MACHINERY & EQUIPMENT	163,290.85	208,800.00	45,509.15
Other	0.00	0.00	0.00
Total Capital outlay	163,290.85	228,800.00	65,509.15
Principal	0.00	0.00	0.00
Interest	0.00	0.00	0.00
Total Expenditures:	972,734.67	6,119,755.00	5,147,020.33
Excess (deficiency) of revenues over expenditures	(970,402.83)	(6,119,755.00)	5,149,352.17
Other financing sources (uses):			
Transfers in	463,475.99	6,119,755.00	(5,656,279.01)
Transfers out	0.00	0.00	0.00
Capital contributions from landowners	0.00	0.00	0.00
Proceeds from sales/disposals of capital assets	0.00	0.00	0.00
Insurance proceeds	0.00	0.00	0.00
Total Other financing sources (uses):	463,475.99	6,119,755.00	(5,656,279.01)
Net change in fund balance	(506,926.84)	0.00	(506,926.84)
Fund balances, beginning of year	1,308,363.96	0.00	1,308,363.96
Total Fund balances, beginning of year	1,308,363.96	0.00	1,308,363.96
Fund balance, end of year	801,437.12	0.00	801,437.12

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Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 09/27/2026
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Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
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Legal Clerk

Notary, State of WI, County of Brown

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NOTICE OF ANNUAL MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that in satisfaction of the requirements of Chapter 189.015 (1), Florida Statutes, the following is a list of regular meetings of the Board of Supervisors of Northern Palm Beach County Improvement District, as well as possible additional Board of Supervisors or Committee meetings that may be held between Oct. 1, 2026 and Sept. 30, 2027. All such meetings will begin at 8:00 a.m. and, unless held by means of a virtual electronic medium in those instances where legally authorized to do so, will be held in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418.

Regular Board of Supervisors meetings will be held on 10/28/2026, 11/18/2026, 12/16/2026, 01/27/2027, 02/24/2027, 03/24/2027, 04/28/2027, 05/26/2027, 06/23/2027, 07/28/2027, 08/25/2027 and 09/22/2027.

Possible Board of Supervisors or Committee meetings may also be held, on an as-needed basis, on the following dates: 10/14/2026, 01/13/2027, 02/10/2027, 03/10/2027, 04/14/2027, 05/12/2027, 06/09/2027, 07/14/2027, 08/11/2027 and 09/08/2027.

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

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

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

BOARD OF SUPERVISORS
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
Matthew J. Boykin, President
September 27, 2026 12638941