

BEELINE COMMUNITY DEVELOPMENT DISTRICT

PALM BEACH COUNTY

REGULAR BOARD MEETING APRIL 17, 2018 10:30 A.M.

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.beelinecdd.org

561.630.4922 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

AGENDA BEELINE COMMUNITY DEVELOPMENT DISTRICT

The Oaks Center 2501 Burns Road, Suite A Palm Beach Gardens, Florida 33410 **REGULAR BOARD MEETING**

April 17, 2018 10:30 a.m.

A.	Call to Order
B.	Proof of Publication
C.	Establish Quorum
D.	Additions or Deletions to Agenda
E.	Comments from the Public for Items Not on the Agenda
F.	Approval of Minutes
	1. February 20, 2018 Regular Board Meeting
G.	Old Business
	1. Status Report Regarding Completion Agreement
H.	New Business
	1. Consider Recommendation for Award of the Fire Protection System Phase 2
I.	Administrative Matters
	1. Capital Budget Tracking
	2. Monthly Status Report – Operations
	3. Monthly Status Report – Engineer
J.	Board Members Comment
K.	Adjourn

The Palm Beach Post

Palm Beach Daily News ideabar

PROOF OF PUBLICATION STATE OF FLORIDA

PUBLIC NOTICE

Before the undersigned authority, personally appeared Tiffani Everett, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a Legal - Notice was published in said newspaper on: first date of Publication 09/28/2017 and last date of Publication 09/28/2017. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

BEELINE COMM DEV DIST 2501 BURNS RD STE A PALM BEACH GARDENS, FL 33410-5207

Invoice/Order Number: 0000222912

Ad Cost: \$251.12

Paid: \$0.00

Balance Due: \$251.12

Signed

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this <u>29th</u> day of <u>September, 2017</u> in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

(Notary)

VICKY LEE FLANNERY : NOTARY PUBLIC

STATE OF OHIO Comm. Expires 03-16-2022

Please see Ad on following page(s).

2501 BURNS RD STE A PALM BEACH GARDENS, FL 33410-5207

BEELINE COMM DEV DIST

Invoice/Order Number: 0000222912

Ad Cost: \$251.12
Paid: \$0.00
Balance Due: \$251.12

BEELINE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Beeline Community Development District will hold Regular Meetings in the Conference Room at The Oaks Center, 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 at 10:30 a.m. on the following dates:

October 17, 2017 November 21, 2017 December 19, 2017 January 16, 2018 February 20, 2018 March 20, 2018 April 17, 2018 May 15, 2018 June 19, 2018 July 17, 2018 August 21, 2018 September 18, 2018

The purpose of the meetings is to conduct any all business coming before the Board. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meeting should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

BEELINE COMMUNITY DEVELOPMENT DISTRICT

www.beelinecdd.org 9-28/2017

-0000222912-01

BEELINE COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING February 20, 2018

A. CALL TO ORDER

District Manager Todd Wodraska called the February 20, 2018 Regular Board Meeting of the Beeline Community Development District to order at 10:32 a.m. in the Conference Room of The Oaks Center, 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Mr. Wodraska offered proof of publication that notice of the Regular Board Meeting was published in *The Palm Beach Post* on September 28, 2017, as legally required.

C. ESTABLISH QUORUM

A quorum was established:

Chair	John Sillan	Present
Vice-Chair	William Howden	Present
Supervisor	Joseph Pruszynski	Present
Supervisor	Bob Simm	Present
Supervisor	Jack Harris	Absent

Also in attendance were:

District Manager	Todd Wodraska	Special District Services				
_	Peter Pimentel					
District General Counsel	Gerald Knight	Billing, Cochran, Lyles,				
		Mauro & Ramsey, P.A				
District Engineer	Karen Brandon	AECom Water				
Underwriter	Justin Rowan	MBS Capital Markets				
Landowner Rep	Tom Strickland	Pratt Whitney				

D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Brandon recommended adding to the agenda:

Consider Proposal for Dive Inspection of Pipes

There were no objections to the addition.

BEELINE COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING February 20, 2018

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public.

F. APPROVAL OF MINUTES

1. January 16, 2018

A **motion** was made by Mr. Howden, seconded by Mr. Sillan and the **motion** carried unanimously to approve the minutes of the January 16, 2018, as presented.

G. OLD BUSINESS

1. Update Regarding Fire Protection System Phase 2

Ms. Brandon reported that the permit is help up at Palm Beach County while the Fire Marshall is reviewing the revised plans. She noted that it has been difficult to get a timely response from the Fire Marshall.

H. NEW BUSINESS

1. Bond Refinancing -2018

Mr. Justin Rowan of MBS Capital Markets handed out the final numbers of the refinancing of the 2008 bonds:

- Par Amount of \$8.2 million
- 4% coupon for a 10 years, with a reset cap of 7%
- Final maturity of May 1, 2037
- Savings of \$1,953,705, which is 22.44%

A **motion** was made by Mr. Simm, seconded by Mr. Pruszynski and the **motion** carried unanimously to approve the Bond Refinancing, as presented.

I. ADMINISTRATIVE MATTERS

1. Capital Budget Tracking Sheet

BEELINE COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING February 20, 2018

Mr. Wodraska reported the remaining available funds in the construction account is approximately \$400,000.

2. Monthly Status Report – Engineer

Ms. Brandon handed out a proposal from Shenadoah Construction for commercial dive inspection of \$3,800 to inspect the culvert lining. There were several questions from the Board and Mr. Strickland about what the proposal entails. After a brief discussion the consensus of the Board was to bring the item back at the next meeting.

3. Monthly Status Report – Operations

The monthly status report by Bishop Environmental Specialists was provided in the Board Member packets

J. BOARD MEMBER COMMENTS

None

K. ADJOURN

A motion was made by Mr.	Pruszynski,	seconded by	Mr.	Sillan	and	carried	unanimousl	y to
adjourn the meeting at 10:56 a	ı.m.							

Secretary/Assistant Secretary	Chair/Vice-Chair	

COMPLETION AGREEMENT

	This Completion Agreement (the "Agreement") is made and entered into as of this _	day
of	, 2018 (the "Effective Date"), by and between:	

BEELINE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Palm Beach County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, FL 33410 (the "District"); and

CONGRESS AVENUE PROPERTIES, LTD, a Florida limited partnership, whose address is 4500 PGA Boulevard, Suite 207, Palm Beach Gardens, Florida 33418, and its successors and assigns (the "Property Owner").

RECITALS

WHEREAS, the Property Owner is the owner and primary Property Owner of certain lands within the boundaries of the District; which lands are herein referred to as the Property Owner's Lands, as later defined; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a special benefit to the lands within the District to finance and refinance, construct and deliver certain community development systems, facilities, and improvements to serve the District and Property Owner's Lands, including, without limitation, certain public water, wastewater and fire protection systems and related improvements and incidental costs, all as such facilities, systems, and improvements are more specifically described in the Beeline Community Development District Engineer's Supplemental Report, dated November 20, 2017 prepared by the District Engineer and in the plans and specifications on file at the office of the District (collectively, the "Phase 2 Project"), which Engineer's Report and Phase 2 Project plans and specifications are hereby incorporated into and made a part of this Agreement by specific reference; and

WHEREAS, the Property Owner currently owns or controls all or a majority of the lands benefitted by the Phase 2 Project ("Property Owner's Lands), which Property Owner's Lands are more particularly described in <u>Exhibit A</u>, attached hereto and made a part hereof; and

WHEREAS, the District has imposed special assessments on the lands within the Property Owner's Lands (the "Special Assessments") to secure the portion of the financing and refinancing for the acquisition and construction of the Phase 2 Project and has issued its Beeline Community Development District Special Assessment Bonds, Series 2008 (the "Bonds"); and,

Completion Agmt Rev. 01-03-18 **WHEREAS**, the Property Owner's Lands are subject to the Special Assessments relating to the Bonds issued to finance a portion of the costs of the Phase 2 Project that specially benefit Property Owner's Lands; and

WHEREAS, the District intends to finance a portion of the cost of the Phase 2 Project through the use of proceeds from the issuance of the Bonds; and

WHEREAS, the Property Owner and the District hereby agree that the District has issued the Bonds to fund a portion of the cost of the Phase 2 Project and the District will cause the Phase 2 Project to be completed and conveyed to Palm Beach County and the Property Owner will provide funds to the District to cause the Phase 2 Project to be completed, as more fully set forth herein; and

WHEREAS, for purposes of this Agreement, the Phase 2 Project does not include the public infrastructure previously financed and constructed by the District.

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Property Owner agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. COMPLETION OF IMPROVEMENTS.

- (a) The Property Owner and District agree and acknowledge that the available net proceeds of the District's Bonds may provide only a portion of the funds necessary to finance and complete the Phase 2 Project. The Property Owner hereby agrees, subject to the provisions of this Agreement, to provide funds to the District in advance in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Phase 2 Project which remain unfunded from the net proceeds of the Bonds, including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs, for the Phase 2 Project specially benefiting Property Owner's Lands (the "Remaining Improvements"), whether pursuant to existing contracts, contracts assigned by the Property Owner to the District, or future contracts, and all change orders to any such contracts. The District shall have no obligation to pay for the Remaining Improvements.
- (b) Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements from any source other than the proceeds of the Bonds.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

Completion Agmt Rev. 01-03-18

- (a) The District and the Property Owner agree and acknowledge that the exact location, size, configuration and composition of the Phase 2 Project may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Phase 2 Project shall be made by a written amendment or supplement to the Engineer's Report, which shall include an estimate of the cost of the changes.
- (b) The District and Property Owner agree and acknowledge that for any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Property Owner for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with an agreement or agreements governing conveyances between the Property Owner and the District.
- (c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Property Owner of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (i) the issuance of Bonds as set forth above and use of the net proceeds thereof to fund a portion of the Phase 2 Project benefitting the lands within Property Owner's Lands, and (ii) the scope, configuration, size and/or composition of the Phase 2 Project not materially changing from the Engineer's Report, adopted by the District as of the Effective Date hereof.
- (d) In the event of a conflict in a provision set forth in this Agreement and in the Acquisition Agreement, the applicable provisions of the Acquisition Agreement shall control.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.

A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages (excluding consequential damages and punitive damages), injunctive relief, and/or specific performance. Notice of default must be given to the Property Owner, and the Property Owner shall thereafter have thirty (30) days or a commercially reasonable time, whichever is greater, to cure the default. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

- **5. AMENDMENTS**. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Property Owner.
- **6. AUTHORIZATION**. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Property Owner, both the District and the Property Owner have complied with all the requirements of law, and both the District and the

Property Owner have full power and authority to comply with the terms and provisions of this instrument.

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

District: Beeline Community Development District

2501A Burns Road

Palm Beach Gardens, Florida 33410

Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

SunTrust Center, Sixth Floor 515 East Las Olas Boulevard Fort Lauderdale, Florida 33301 Attention: Dennis E. Lyles, Esq.

Property Owner: Congress Avenue Properties, Ltd.

4500 PGA Boulevard, Suite 207 Palm Beach Gardens, Florida 33418

Attention: Philip Brandt

Except as otherwise provided in this agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Property Owner may deliver Notice on behalf of the District and the Property Owner, respectively. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Property Owner as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Property Owner.

- 9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Property Owner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Property Owner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Property Owner and their respective successors, successors-in-title, and assigns (other than end users that have purchased homes, townhomes, or lots within Property Owner's Lands). Notwithstanding the foregoing or anything in this Agreement to the contrary, the Trustee for the Bonds, on behalf of the holders of the Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the holders owning a majority of the aggregate principal amount of the Bonds then outstanding, shall be entitled to cause the District to enforce the Property Owner's obligations hereunder.
- 10. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Property Owner and District, and their respective receivers, trustees, successors, successors-in-title, and assigns.
- assigned, provided that the assigning party first obtains the prior written approval of the other party and the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the Bonds then outstanding, which approval shall not unreasonably be withheld. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Property Owner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Property Owner under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Property Owner's obligations hereunder. Notwithstanding the foregoing, nothing herein shall prevent Property Owner from selling lots to end users.
- 12. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.
- 13. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
- 14. PUBLIC RECORDS. The Property Owner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.

- **15. AUTHORITY.** Each party affirms that execution of this Agreement has been duly authorized by their respective appropriate governing body or official, as the case may be. Each party further affirms that it has full power and authority to comply with the terms and provisions of this Agreement.
- **16. SEVERABILITY**. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 17. SOVEREIGN IMMUNITY. Property Owner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.
- 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
- **20. EXCULPATION**. Notwithstanding any provision in this Agreement to the contrary, no party hereto shall enforce the liability or obligation of Property Owner to perform or observe the obligations set forth in this Agreement by any action or proceeding wherein a money judgment shall be sought against any direct or indirect partner, member, manager, officer, director, stockholder or other equity holder of Property Owner.
- 21. NO RECORDING. Property Owner and District agree that neither this Agreement nor any memorandum thereof shall be recorded in the Public Records of Palm Beach County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Completion Agreement and further agree that it shall take effect as of the date first above written.

Witnesses:	BEELINE COMMUNITY DEVELOPMENT DISTRICT
	Chairman/Vice-Chairman
Print name	day of, 2018
	ATTEST:
Print name	Secretary/Assistant Secretary
STATE OF FLORIDA } COUNTY OF PALM BEACH }	
, as Chairman/Vice-	vledged before me this day of, 2018, by Chairman of the Board of Supervisors of the BEELINE RICT , who is personally known and/or produced
as identification.	
[SEAL]	Notary Public Commission Expires:
STATE OF FLORIDA } COUNTY OF PALM BEACH }	
, as Secretary/As DEVELOPMENT DISTRICT . He or	ledged before me this day of, 2018, by sistant Secretary of the BEELINE COMMUNITY she is personally known to me or has produced
as identification.	
	Notary Public Commission Expires:
	Commission Expires:

Completion Agmt Rev. 01-03-18

Witnesses:	CONGRESS AVENUE PROPERTIES, LTD. a Florida limited partnership
Sign:	By: PERPETUITIES TRUST HOLDINGS LLC , a Florida limited liability company, as General Partner
Print Name:	Name: Title:
Sign:	
Print Name:	
STATE OF FLORIDA COUNTY OF	
	nowledged before me this day of, 2018 , as Manager of PERPETUITIES TRUST HOLDINGS
LLC, a Florida limited liability comp	pany, as General Partner of CONGRESS AVENUE partnership, who is personally known and/or produced
	Notary Public

Exhibit A

Property Owner's Lands

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Completion Agmt Rev. 01-03-18



AECOM 2090 Palm Beach Lakes Boulevard West Palm Beach FL, 33409 USA aecom.com

Date April 10, 2018

Mr. Peter Pimentel Special District Services, Inc. The Oaks Center 2501A Burns Road Palm Beach Gardens, FL 33410

Re: Beeline Community Development District – Fire Protection System Improvements Project Phase 2, Bid Tabulation Summary

Engineer's Project Number 60312725/Bidding

Dear Mr. Pimentel:

On March 22, 2018, one bid was received from Johnson-Davis, Inc. for the above referenced project in the amount of \$449,046.00.

The bid was reviewed and scored based on their bid submittal package. The results are listed below:

Selection Criteria	Point Value	Johnson-Davis Inc.
Skill and Experience	0-20	19
2. Past Performance	0-20	15
3. Bid Amount	0-60	60
Total Points	0-100	94

Based on scoring above, we recommend that the contract for the Beeline Community Development District – Fire Protection System Improvements Phase 2 project be awarded to Johnson-Davis, Inc. in the amount of \$449,046.00, pending BCDD's execution of a Completion Agreement with Congress Properties.

Please contact our office if you have any questions.

Sincerely,

AECOM Technical Services, Inc.

e D Brad

Karen D. Brandon, P.E.

District Engineer

Beeline Community Development District Capital Outlay Report As Of 3/31/2018

Infrastructure Component	Estimated Cost	2008 Bond FY 07-08 Req # 1-S to 6-S		2008 Bond FY 08-09 # 7-S to 17 S	F Req	08 Bond Y 09-10 # 18-S to 28-S	F	2008 Bond FY 10-11 Req # 29-S to 38-S	2008 Bond FY 11-12 Req # 39-S to 42-S	2008 Bond FY 12-13 eq # 43-S to 49-S	2008 Bond FY 13-14 eq # 50-S to 54-S	FY Req	8 Bond 13-14 # 55-S to 62-S		2008 Bond FY 15-16 eq # 63-S to 66-S	2008 Bond FY 16-17 eq # 67-S to 71-S		Total Paid
Total PBC Water & Wastewater Utilities	\$ 5,527,291.00	\$ -	\$	5,512,753.74	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	5,512,753.74
Water Main Replacement	\$ 425,000.00	\$ 425,000.00	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$		\$	-	\$ -	\$	425,000.00
Fire Protection System Improvements	\$ 445,883.00	\$ -	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$ 3	9,342.40	\$	370,449.77	\$ -	\$	409,792.17
Electrical Improvements To C.S. #1	\$ 155,000.00	\$ -	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-
Electric Submersible Pumps/Installation	\$ 285,000.00	\$ -	\$	-	\$	-	\$	-	\$ 126,095.00	\$ 225,682.97	\$ 66,817.23	\$ 1	7,171.45	\$	-	\$ -	\$	435,766.65
Abandonment Of Deep Injection Well	\$ 350,000.00	\$ -	\$	-	\$	3,244.00	\$	224,026.44	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	227,270.44
Abandonment Of Production Wells	\$ 42,000.00	\$ 28,800.00	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	28,800.00
Demolition Of Water & Wastewater Treatment Plants	\$ 450,000.00	\$ -	\$	7,400.00	\$ 1	197,421.96	\$	220,599.17	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	425,421.13
Professional Services & Permitting	\$ 430,577.00	\$ 58,983.18	\$	68,983.67	\$ 1	114,069.71	\$	37,615.50	\$ 52,006.35	\$ 36,261.20	\$ 79,394.98	\$ 8	1,756.83	\$	30,583.90	\$ 61,836.96	\$	621,492.28
Sub Total	\$ 8,110,751.00	\$ 512,783.18	\$	5,589,137.41	\$ 3	314,735.67	\$	482,241.11	\$ 178,101.35	\$ 261,944.17	\$ 146,212.21	\$ 13	8,270.68	\$	401,033.67	\$ 61,836.96	\$	8,086,296.41
10% Contingency	\$ _	\$ -	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-
Additional Infrastructure Improvements										\$ -	\$ -	\$	-	\$	-	\$ -	\$	-
Gravity Sewer Manhole Improvements	\$ 116,000.00		\$	86,311.03	\$	58,890.59	\$	-	\$ -	\$ 	\$ -	\$	-	\$	-	\$ -	\$	145,201.62
8 inch Water Line Replacement	\$ 300,000.00		\$	296,430.00	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	296,430.00
Fire Protection Pump Station Access Road Paving	\$ 83,000.00	\$ 87,263.26	\$		\$	-	\$	-	\$ -	\$ 	\$ -	\$	-	\$	-	\$ -	\$	87,263.26
Professional Services and Permitting	\$ 121,260.00	\$ 45,410.75	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	45,410.75
PBC Reimbursement of Engineering Fees (50% of PBC)	\$ (26,936.55)		\$		\$	-	\$	-	\$ -	\$ 	\$ -	\$	-	\$	-	\$ -	\$	-
Sub Total	\$ 593,323.45	\$ 132,674.01	\$	382,741.03	\$	58,890.59	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	574,305.63
Contingency	\$ 59,332.35				\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-
										\$ -	\$ -	\$		\$	-	\$ -	\$	-
Grand Total	\$ 8,763,406.80	\$ 645,457.19	\$ 5	5,971,878.44	\$ 3	73,626.26	\$	482,241.11	\$ 178,101.35	\$ 261,944.17	\$ 146,212.21	\$ 13	8,270.68	\$ 4	401,033.67	\$ 61,836.96	\$	8,660,602.04

Total Bond Proceeds \$8,925,050.00

Interest Earned \$136,660.47

Amount Paid (\$8,660,602.04)

Total Remaining \$401,108.43

BISHOP ENVIRONMENTAL SPECIALISTS, INC.

3 St. Giles Road, Palm Beach Gardens, FL 33418 (561) 310-4529

March 1, 2018

Peter Pimentel
Beeline Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Monthly Status Report

Dear Mr. Pimentel:

Bishop Environmental Specialists, Inc. ("BES") is pleased to offer the following BCDD fire booster/storm water facilities progress report.

Storm Water Pump Station (Scope D)

BES personnel have monitored as described in approved Scope D and continue recording canal levels on both the intake and discharge side of the pump station as well as pump/gate operation elapsed time readings. BES has performed weekly functional and load testing for gates, pumps and the emergency generator and is monitoring system telemetry for operational status changes. Monthly pump run time data for the storm water pumps was reported to BCDD and to Pratt Whitney personnel.

On February 26, BES staff reported a low coolant alarm for the emergency generator. Coolant level will be restored and the alarm condition monitored to confirm that it is not the result of a faulty sensor.

Fire Protection Pump Station (Scope E)

BES personnel have monitored as described in approved Scope E, noting observations in the operations log book. Monthly testing of the backup fire booster pump continues. BES continued housekeeping of the building interior.

The pump station operated without incident in February.

If you require additional information, please do not hesitate to call.

Sincerely,

BISHOP ENVIRONMENTAL SPECIALISTS, INC. Rim Bishop, President

BISHOP ENVIRONMENTAL SPECIALISTS, INC.

3 St. Giles Road, Palm Beach Gardens, FL 33418 (561) 310-4529

April 1, 2018

Peter Pimentel Beeline Community Development District 2501A Burns Road Palm Beach Gardens, Florida 33410

Re: Monthly Status Report

Dear Mr. Pimentel:

Bishop Environmental Specialists, Inc. ("BES") is pleased to offer the following BCDD fire booster/storm water facilities progress report.

Storm Water Pump Station (Scope D)

BES personnel have monitored as described in approved Scope D and continue recording canal levels on both the intake and discharge side of the pump station as well as pump/gate operation elapsed time readings. BES has performed weekly functional and load testing for gates, pumps and the emergency generator and is monitoring system telemetry for operational status changes. Monthly pump run time data for the storm water pumps was reported to BCDD and to Pratt Whitney personnel.

The storm water pump station operated without incident in March.

Fire Protection Pump Station (Scope E)

BES personnel have monitored as described in approved Scope E, noting observations in the operations log book. Monthly testing of the backup fire booster pump continues. BES continued housekeeping of the building interior.

The fire protection pump station operated without incident in March.

If you require additional information, please do not hesitate to call.

Sincerely,

BISHOP ENVIRONMENTAL SPECIALISTS, INC. Rim Bishop, President



AECOM 2090 Palm Beach Lakes 561 689 8531 fax Boulevard Suite 600 West Palm Beach, FL 33409

www.aecom.com

561 684 3375 tel

MEMORANDUM

TO:

The Board of Supervisors

Beeline Community Development District

FROM:

Karen D. Brandon, P.E., District Engineer

DATE:

April 10, 2018

RE: **ENGINEER'S REPORT FOR FEBRUARY AND MARCH 2018**

The following is a summary of activities and communications that were of significance during the past two months:

A. Fire Protection System Improvements – Phase 1

The FPL easements with the non-standard Palm Beach County language were approved at the February 6, 2018 PBC Board of County Commissioners meeting. We have requested a copy of the final approved easements. This is the only outstanding item remaining in order to close out the PBCWUD Phase 1 permit.

B. Fire Protection System Improvements – Phase 2

Four of the five easements have been approved by PBCWUD for recording. The reviewer is awaiting a final stamped plan sheet before approving the fifth easement. The plans have been resubmitted to the Fire Marshal for approval. AECOM has been trying to meeting with the Fire Marshal to review the plan revisions and receive his stamp.

One bid was received on March 22, 2018 from Johnson-Davis, who was the contractor for the Phase 1 contract. A recommendation for award of the contract has been made by AECOM, pending execution of the completion agreement with Congress Properties for funding.

C. Culvert Under Innovation Drive

Shenandoah Construction has provided a revised proposal for a half day dive inspection of the existing pipe. Attached is the revised proposal, information on the CIPP Liner, and a location map.

Should you have any questions or comments, please feel free to contact me for more detailed information on the above.

Peter Pimentel CC:

> Todd Wodraska Rim Bishop

Page 1 of 1



1888 N.W. 22nd Street • Pompano Beach, FL 33069 (954) 975-0098

Fax: (954) 975-9718

DATE: February 21, 2018

PROPOSAL #P9755

SUBMITTED TO: AECOM

STREET: 2090 Palm Beach Lakes Blvd. Suite

600

CITY, STATE & ZIP: West Palm Beach, FL 33409

PHONE: (561) 515-3907

FAX:

EMAIL: karen.brandon@aecom.com JOB NAME: 36" Inovation Dr Rehab

ATTENTION: Karen Brandon

We propose to furnish a crew and all necessary equipment to Step Step 1) Provide a dive inspection to determine pipe condition for line 2) Clean existing 36" CMP to prep for liner. 3) Repair damage to pipe outfall end before lining. 3) Install new 36" CIPP Liner, at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

			_	
	Commercial Dive Inspection	(at \$1,900.00 Fixed Cost)	1 Fixed	\$1,900.00
	Clean existing 36" CMP	(at \$25.00 Per L.F.)	85 L.F.	\$2,125.00
	Repair Damaged Pipe	(at \$4,800.00 Fixed Cost)	1 Fixed	\$4,800.00
	CIPP Line 36" CMP	(at \$205.00 Per L.F.)	85 L.F.	\$17,425.00
Est	imated Total:			\$26,250.00

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH	GENERAL CONSTRUCTION	CO.
Danny DiMura		

TITLE Estimator DATE 02/21/2018

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE:		
	COMPANY NAME:	DATE:
	REPRESENTATIVE	TITLE



PIPEVISION PRODUCTS=

Home

What is Cured-In-Place Pipe Lining?

Management

ASTM Specs

What is Cured-In-Place Pipe

Contact Us

Schwalm Robotic Cutter

Hot Water CIPP Installations

Steam CIPP Installations

Stubby & Shorty Lateral Liners

Lateral Reinstatement

> Wet-Out Facilities

Project Pictures

Bypass Pumping

Fireworks

Employee Login

Site Map

Cured-In-Place-Pipe (CIPP) Lining has been in use in the United States for the last 35 years. CIPP lining is one of several pipe rehabilitation methods referred to as Trenchless Technologies. It is an approved method (see our section about ATSM Standards) and preferred method to rehabilitating cracked, broken and failed sanitary or storm sewer pipes. Lining is less expensive and more efficient than traditional open cut replacement methods, normally installed with little or no surface disruption. CIPP lining process can be used to rehabilitate virtually any type of pipe including; Clay, Cast Iron, Orangeburg, PVC, ABS, HDPE, Concrete Pipe or Corrugated Metal Pipe. Since the invention of CIPP lining in England, millions of linear feet have installed in America alone. PipeVision Products, Inc. sole business is the installation of CIPP liners for pipe rehabilitation.

PIPEVISION-PRODUCTS=

Sample Pictures Of A CIPP Liner

Installation of a Cured-In-Place Pipe liner results in a tight fit within the host pipe. The CIPP liner resin does not bond or is glued to the host pipe material.

Instead, a mechanical lock is formed between the CIPP liner & the host pipe to prevent liner movement or shifting. Liner & resin is pressed into cracks, joints, lateral connection flares, exisiting pipe curvature, pipe end flares to lock liner into place.

Note that the liner fills the open portion of the pipe but does not over expand or balloon through the missing portion of pipe.







The most basic and very simplest description of the Cured-In-Place Pipe lining process isâ€!

"CIPP liners are constructed of a tubular layer(s) of non-woven polyester felt with an exterior polyurethane coating. A calculated amount of catalyzed thermosetting resin mixture is impregnated into the felt during a process called wet-out. The felt acts as both a resin carrier and adds flexible strength to the finished liner. Upon completion of the wet-out, the CIPP liner is transported to the installation site within a refrigerated truck. At the installation site, the CIPP liner is positioned within the host pipe either by inversion (air or water) or winched into place. Once in position, the CIPP liner is inflated by air pressure or by a water column to press the material against the host pipe wall. When fully inflated, steam or hot water is circulated within the liner to start the thermosetting resin to cure or harden. After the cure has completed, the liner is slowly cooled to prevent shrinkage."



Installation of a CIPP liner by the inversion method, the CIPP liner turns inside-out as it propels itself down the pipe. Movement is provided by the hieght of the water column suspended from the inversion tower. When the liner resin is cured, ends are cut off to reveal new pipe.



PipeVision Products, Inc is a dedicated CIPP installer.

Adding to the above, CIPP liners can be designed & manufacture in many ways depending individual project criteria. **PipeVision Products, Inc.** installs liners for all types of design and application requirements.

The Most Used Trenchless Technology

Following the guidelines set forth by ASTM Standards (50 year design life), proper installation of a CIPP liner within a host pipe results

in a "New Pipe Within A Pipe". CIPP liners are designed to be independently structurally strong, not relying on the host pipe for any structural strength contribution. Installation of a CIPP liner minimally reduces the diameter of the host pipe, but the diameter loss is offset by increased flow characteristics of the liner surface material. ASTM sets the Standards for manufacturing & use all types of pipes.

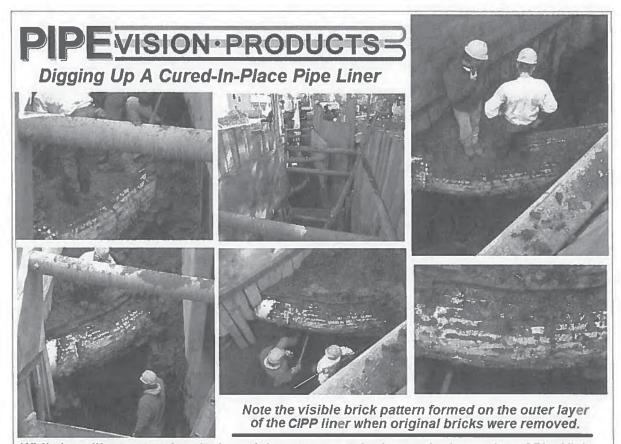
Cured-In-Place Pipe can remedy numerous pipe defects. Root infiltration is virtually eliminated since CIPP liners are "one piece" extending from manhole to manhole to manhole. Single piece liners can reduce or eliminate inflow & infiltration problems. CIPP liners can bridge offset pipe joints or gaps where sections of pipe are missing.

What Size Pipes Can Be Lined

The growth of the CIPP pipe lining industry has been phenomenal in the past 10 years. Pipes from 3" to 96" diameters are successfully installed on a daily basis. Plumber & drain cleaners now install CIPP liners within house laterals or pipes located under the floors of buildings to avoid costly excavations. CIPP liners can be installed in round, oval, egg-shaped or square box brick sewers.

In the large pipe diameter market, single installations can range up to 1500 linear feet. Installing CIPP liners has become commonplace. Limitations on installations are slowed by the time requirements to reinstate lateral service connection and setup of bypass pumping systems.

Size & weight of an individual CIPP liners have a direct effect on installations. CIPP liners are limited to DOT transport regulations. For large CIPP liners, over the hole wet-out (resin impregnation of the CIPP liner bag) can be performed.



While installing a new electrical conduit, a contractor had unearthed a section of PipeVision Products CIPP lined brick sewer. This was a 30" by 850' by 21mm liner installed several months before. All the bricks surrounding the CIPP liner were removed to provide better access for the installation of the new conduit. As the pictures above show, the PipeVision Products liner conformed to the brick pipe as the brick imprint can be clearly seen on the outer skin of the liner. The weight of people standing on the CIPP liner is no indication of the liner's strength - the ATSM design specifications allow for soil loading of 25 feet or more. When the new conduit was installed, backfill was placed directly over the exposed portion of CIPP liner.

PipeVision Products, Inc. Installs CIPP liners from 8" to 96" diameters.

When CIPP Lining Is Not An Option

- · When existing pipe has severe pipe deflection (loss of ovality)
- · Where there is a collapse, unless a localized pipe repair is performed.
- Where the requirement is to increase existing pipe capacity.
- Where chemicals can erode or dissolve CIPP liner material.
- · Here pipe effluent temperatures can be abnormally high.

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CIPP Lining Storm Drains at an Industrial Facility

This project involved lining a deteriorated metal corrugated drain pipe that discharged on the side of a hill. Water, escaping from the pipe caused soil errosion of the embankment from the concrete retaining to the end of the pipe. A CIPP liner was inverted by air then steam cured. For project completion, the pipe was later coved with soil to the retaining wall. Ecavation to install a new pipe was deemed to costly & disruptive to plant operations.













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