



**BEELINE
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
MARCH 18, 2025
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
(877) 873-8017 ACCESS #9758310
REGULAR BOARD MEETING
March 18, 2025
10:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- 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. November 19, 2024 Regular Board Meeting.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Resolution No. 2025-01 – Adopting a Fiscal Year 2025/2026 Proposed Budget.....Page 5
 - 2. Consider Resolution No. 2025-02 – Registered Agent Change.....Page 13
 - 3. Consider Approval of Agreement for District Engineering Services.....Page 15
- I. Administrative Matters
 - 1. Monthly Status Report – Operations.....Page 27
- J. Board Members Comment
- K. Adjourn

LOCALiQ

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

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

BeelineComm DevDist
Beeline Comm Dev Dist
2501 BURNS RD
STE A

PALM BEACH GARDENS FL 334105207

STATE OF WISCONSIN, COUNTY OF BROWN

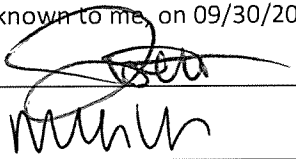
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Bids & Proposals, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

09/30/2024

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 09/30/2024

Legal Clerk



Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost: \$212.12
Tax Amount: \$0.00
Payment Cost: \$212.12
Order No: 10602855 # of Copies:
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

BEELINE COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
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, 2501A Burns Road, Palm
Beach Gardens, Florida 33410 at
10:30 a.m. on the following dates:
October 15, 2024
November 19, 2024
December 17, 2024
January 21, 2025
February 18, 2025
March 18, 2025
April 15, 2025
May 20, 2025
June 17, 2025
July 15, 2025
August 19, 2025
September 16, 2025

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 Super-
visors may participate by tele-
phone; therefore a speaker tele-
phone 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 meet-
ings, such person will need a record
of the proceedings and such person
may need to ensure 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 accom-
modations 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 DEVEL-
OPMENT DISTRICT
www.beelinecdd.org
9/30/24

MARIAH VERHAGEN
Notary Public
State of Wisconsin

**BEELINE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 19, 2024**

A. CALL TO ORDER

The November 19, 2024, Regular Board Meeting of the Beeline Community Development District (the “District”) was called to order at 10:39 a.m. in the Conference Room of The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Palm Beach Post* on September 30, 2024, as part of the District’s Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. SEAT NEW BOARD MEMBERS

D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES

E. ESTABLISH QUORUM

A quorum was established with the following Supervisors:

Chair	John Sillan	Present
Vice-Chair	William Howden	Present
Supervisor	Ian Hunt	Present
Supervisor	Robert Simm	Present
Supervisor	Jack Harris, Jr.	Present

Also in attendance were:

District Manager	Andrew Karmeris	Special District Services, Inc.
Landowner Rep	RL Busby	Pratt Whitney
District Counsel	Michael Pawelczyk	Billing, Cochran, Lyles, Mauro & Ramsey, PA

F. ELECTION OF OFFICERS

The following slate was presented:

- Chairman – John Sillan
- Vice chairman – William Howden
- Supervisor – Ian Hunt
- Supervisor – John Harris, Jr.

Supervisor – Robert Simm
Secretary/Treasurer – Andrew Karmeris

A **motion** was made by Mr. Harris, seconded by Mr. Sillan and unanimously passed approving the slate of officers, as presented.

G. ADDITIONS OR DELETIONS TO AGENDA

There were no comments from the public for items not on the agenda.

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

1. February 20, 2023, Public Hearing & Regular Board Meeting

A **motion** was made by Mr. Howden, seconded by Mr. Harris and unanimously passed approving the minutes of the February 20, 2023, Public Hearing & Regular Board Meeting, as presented.

I. APPROVAL OF MINUTES

1. August 20, 2024, Regular Board Meeting

A **motion** was made by Mr. Simm, seconded by Mr. Sillan and unanimously passed approving the minutes of the August 20, 2024, Regular Board Meeting, as presented.

J. OLD BUSINESS

There were no Old Business items to come before the Board.

K. NEW BUSINESS

1. Consider Resolution No. 2024-07 – Adopting a Fiscal Year 2023/2024 Amended Budget

Resolution No. 2024-07 was presented, entitled:

RESOLUTION NO. 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEELINE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Harris, seconded by Mr. Simm and passed unanimously adopting Resolution No. 2024-07, as presented.

2. Consider Selection of District Engineer

Mr. Karmeris presented the only response from the Request for Qualifications which was Higgins Engineering.

A **motion** was made by Mr. Harris, seconded by Mr. Sillan and unanimously passed selecting Higgins Engineering as the District Engineer and authorizing staff to enter contract negotiations.

A **motion** was made by Mr. Harris, seconded by Mr. Howden and passed unanimously approving the publication of the Request for Qualifications (RFQ) for Engineering Services with a due date of August 1, 2024.

L. AUDITOR SELECTION COMMITTEE

1. Ranking of Proposals/Consider Selection of an Auditor

Mr. Karmeris presented the only response to the auditor request for proposals which was Grau & Associates.

A **motion** was made by Mr. Simm, seconded by Mr. Harris and unanimously passed adopting Grau & Associates as the top ranking of the Auditor Selection Committee.

A **motion** was made by Mr. Harris, seconded by Mr. Simm and unanimously passed selecting the top ranking Grau & Associates as auditor.

M. ADMINISTRATIVE MATTERS

1. Monthly Status Report – Operations

2. Monthly Status Report – Engineer

N. BOARD MEMBER COMMENTS

The Board asked staff to send the Form 1 online portal link.

O. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 10:59 a.m. by Mr. Sillan, seconded by Mr. Howden and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice-Chair

RESOLUTION NO. 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEELINE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Beeline Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2025/2026 has been prepared and considered by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEELINE COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2025/2026 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for May 20, 2025 at 10:30 a.m. in The Oaks Center, 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410, for the purpose of receiving public comments on the Proposed Fiscal Year 2025/2026 Budget.

PASSED, ADOPTED and EFFECTIVE this 18th day of March, 2025.

ATTEST:

**BEELINE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Beeline
Community Development District

**Proposed Budget For
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026**

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- III DETAILED PROPOSED DEBT SERVICE FUND BUDGET
- IV ASSESSMENT RECAP
- V DEBT ASSESSMENT RECAP -
SERIES 2018 METHODOLOGY - TABLE 1

PROPOSED BUDGET
BEELINE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2025/2026 BUDGET
REVENUES	
O & M Assessments	329,079
Debt Assessments	643,406
Other Revenues	0
Interest Income	0
TOTAL REVENUES	\$ 972,485
EXPENDITURES	
Supervisor Fees	7,000
Payroll Taxes - Employer	560
Signage Maintenance	1,000
Surface Water Maintenance	7,500
Engineering/Inspections	12,000
Management - General	54,912
Management - Signage	756
Management - Surface Water	19,176
Secretarial	4,200
Legal	19,000
Assessment Roll	5,000
Audit Fees	5,000
Arbitrage Rebate Calculation Fee	650
Insurance	8,200
Legal Advertising	1,700
Miscellaneous Expense	2,800
Postage/Office Supplies	1,300
Dues & Subscriptions	175
Trustee Fee	3,500
Legal - Greenberg Traurig (Reimbursed By Landowners)	0
Contingency - Repairs & Maintenance	25,000
Maintenance - Lakes & Canals	26,000
Management Fee - Bishop	69,000
Bishop - Insurance	9,300
Electricity	8,100
Contract Maintenance	33,000
Security Services	2,250
Website Management	2,000
TOTAL EXPENDITURES	\$ 329,079
EXCESS/ (SHORTFALL)	\$ 643,406
Bond Payments	\$ (604,800)
BALANCE	\$ 38,606
County Appraiser & Tax Collector Fee	(12,869)
Discounts For Early Payments	(25,737)
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
BEELINE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
REVENUES				
O & M Assessments	311,311	318,779	329,079	Expenditures Less Interest & Reimbursements
Debt Assessments	643,971	643,406	643,406	Payment To Trustee/.94
Other Revenues	0	0	0	
Interest Income	0	0	0	
TOTAL REVENUES	\$ 955,282	\$ 962,185	\$ 972,485	
EXPENDITURES				
Supervisor Fees	3,200	7,000	7,000	Supervisor Fees
Payroll Taxes - Employer	245	560	560	8% Of Supervisor Fees
Signage Maintenance	0	1,000	1,000	No Change From 2024/2025 Budget
Surface Water Maintenance	5,985	7,500	7,500	No Change From 2024/2025 Budget
Engineering/Inspections	5,758	13,000	12,000	\$1,000 Decrease From 2024/2025 Budget
Management - General	51,816	53,364	54,912	CPI Adjustment
Management - Signage	732	744	756	CPI Adjustment
Management - Surface Water	18,096	18,636	19,176	CPI Adjustment
Secretarial	4,200	4,200	4,200	No Change From 2024/2025 Budget
Legal	15,582	19,000	19,000	No Change From 2024/2025 Budget
Assessment Roll	5,000	5,000	5,000	No Change From 2024/2025 Budget
Audit Fees	5,200	5,300	5,000	Accepted Amount For 2024/2025 Audit
Arbitrage Rebate Calculation Fee	650	650	650	No Change From 2024/2025 Budget
Insurance	6,825	8,500	8,200	Insurance Estimate
Legal Advertising	1,910	1,500	1,700	\$200 Increase From 2024/2025 Budget
Miscellaneous Expense	895	3,200	2,800	\$400 Decrease From 2024/2025 Budget
Postage/Office Supplies	605	1,400	1,300	\$100 Decrease From 2024/2025 Budget
Dues & Subscriptions	175	175	175	No Change From 2024/2025 Budget
Trustee Fee	3,500	3,500	3,500	No Change From 2024/2025 Budget
Legal - Greenberg Traurig (Reimbursed By Landowners)	0	0	0	Legal - Greenberg Traurig (Reimbursed By Landowners)
Contingency - Repairs & Maintenance	37,150	15,000	25,000	Pump Repairs, Etc.
Maintenance - Lakes & Canals	27,175	25,000	26,000	\$1,000 Increase From 2024/2025 Budget
Management Fee - Bishop	69,000	69,000	69,000	\$5,750.00 Per Month
Bishop - Insurance	8,751	9,800	9,300	Insurance Estimate
Electricity	6,037	8,500	8,100	\$400 Decrease From 2024/2025 Budget
Contract Maintenance	27,000	33,000	33,000	\$2,750 Per Month
Security Services	0	2,250	2,250	No Change From 2024/2025 Budget
Website Management	2,000	2,000	2,000	No Change From 2024/2025 Budget
TOTAL EXPENDITURES	\$ 307,487	\$ 318,779	\$ 329,079	
EXCESS/ (SHORTFALL)	\$ 647,795	\$ 643,406	\$ 643,406	
Bond Payments	\$ (611,493)	\$ (604,800)	\$ (604,800)	2026 Principal & Interest Payments
BALANCE	\$ 36,302	\$ 38,606	\$ 38,606	
County Appraiser & Tax Collector Fee	(3,599)	(12,869)	(12,869)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(25,736)	(25,737)	(25,737)	Four Percent Of Total Assessment Roll
NET EXCESS/ (SHORTFALL)	\$ 6,967	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE BUDGET
BEELINE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	21,986	500	1,500	Projected Interest For 2025/2026
Debt Assessments	611,493	604,800	604,800	Yearly Maximum Debt Assessment
Total Revenues	\$ 633,479	\$ 605,300	\$ 606,300	
EXPENDITURES				
Principal Payments	350,000	365,000	380,000	Principal Payment Due On 5-1-2026
Interest Payments	258,200	236,900	222,600	Interest Payments Due In 2026
Bond Redemption	0	3,400	3,700	Estimated Excess Debt Collections
Total Expenditures	\$ 608,200	\$ 605,300	\$ 606,300	
Excess/(Shortfall)	\$ 25,279	\$ -	\$ -	

Series 2018 Bond Refunding Information

Original Par Amount =	\$8,200,000	Annual Principal Payments Due =	May 1st
Interest Rate =	4.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	March 2018		
Maturity Date =	May 2037		
Par Amount As Of 1/1/25 =	\$6,105,000		

**Beeline Community Development District
Fiscal Year 2024/2025 Assessments**

FY 2025/2026 Beeline Assessments

	Pratt Whitney (UTC)	Congress Ave. Properties	FPL	Total Assessment
Total O & M Assessment	309,202.63	14,644.02	5,232.36	329,079.00
Debt Assessment	<u>422,610.00</u>	<u>182,881.00</u>	<u>37,915.00</u>	<u>643,406.00</u>
Total Assessment	731,812.63	197,525.02	43,147.36	972,485.00

Notes: Debt Assessments On Tax Roll; O & M Assessment Direct Billed.

O & M Assessment

<u>Percentages (Based On Acreage)</u>		<u>FY 2025/2026 Assessment</u>	
Pratt Whitney (UTC)	93.96%	Pratt Whitney (UTC)	309,202.63
Congress Ave. Properties	4.45%	Congress Ave. Properties	14,644.02
FPL	<u>1.59%</u>	FPL	<u>5,232.36</u>
Total	100.00%	Total	329,079.00

Debt Assessment

<u>Total FY 2025/2026 Debt Assessment</u>	
Pratt Whitney (UTC)	\$422,610.00
Congress Ave. Properties	\$182,881.00
FPL	<u>\$37,915.00</u>
Total	\$643,406.00

**Beeline Community Development District
Debt Assessment Recap -
2018 Methodology - Table 1**

Table 1 – Assessment Rates

Product	Assessable Acres	Series 2018 Total Maximum Annual Assessment Per Landowner*	Series 2018 Bond Debt Allocation Per Landowner
United Technologies Corp. (Pratt Whitney)	901.61	\$422,610	\$5,420,081
Congress Ave. Prop.	42.73	\$182,881	\$2,305,507
FPL	15.27	\$37,915	\$474,412
Totals	959.61	\$643,406	\$8,200,000

* Grossed up to include a 4% discount for early payment of taxes and adjusted to include a 1% collection fee of the County Tax Collector and a 1% service fee of the County Property Appraiser.

RESOLUTION 2025-02

A RESOLUTION OF THE BEELINE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

WHEREAS, Section 189.014, Florida Statutes requires that the Beeline Community Development District (the "District") designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the "Board"); and

WHEREAS, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and

WHEREAS, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and

WHEREAS, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEELINE COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.

Section 2. Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.

Section 3. The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.

Section 4. Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District's Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.

Section 5. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 18th DAY OF March, 2025.

**BEELINE
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair, Board of Supervisors

DISTRICT ENGINEER AGREEMENT

THIS DISTRICT ENGINEER AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2025, by and between:

Beeline Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Palm Beach County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Higgins Engineering and Surveying, LLC, a Florida limited liability company, providing professional engineering services with a mailing address of 1449 Commerce Centre Drive, Port St. Lucie, Florida 34986 (the “Engineer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”) as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, finance, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

WHEREAS, pursuant to sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, the District’s Board of Supervisors ranked the Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform professional engineering services including but not limited to construction administration, environmental management, and permitting, and the preparation of financial and economic studies, all as defined by a separate work authorization(s); and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during the performance of Engineer’s services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A.** Engineer shall, when authorized by the Board, provide general professional engineering services, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.
 - 2. Providing professional engineering services including, but not limited to, review and execution of documents under any of the District’s Trust Indentures and monitoring of District projects.
 - 3. Any other items requested by the Board of Supervisors.

- B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - 2. Processing of contractors’ pay estimates.
 - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - 4. Final inspection and requested certificates for construction including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner’s representative or “Engineer.”
 - 6. Any other activity related to construction as authorized by the Board.

- C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Method of Authorization. Each service or project shall be pre-authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the *Florida Statutes* for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in Exhibit A.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

B. Expense of reproduction, postage, and handling of drawings and specifications.

Article 5. Term of Agreement. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by both parties until such time as either party terminates the Agreement as set forth herein.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 7. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder or in accord with the District’s Records Retention Policy. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 8. Ownership of Documents.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with section 287.055(10), *Florida Statutes*.

Article 10. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor’s methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him.

If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 11. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 12. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 13. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 14. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

Article 15. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, (b) three (3) years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by law and the District's Records Retention Policy, whichever comes later.

Article 16. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fee and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035, F.S.,
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Article 17. Public Records. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is currently Andrew Karmeris at Special District Services, Inc. (the “Public Records Custodian”). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, AKARMERIS@SDSINC.ORG, OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

Article 18. E-Verify Requirements. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*.

If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such

notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 19. Controlling Law: Jurisdiction and Venue. Engineer and District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Palm Beach County, Florida.

Article 20. Notices. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to the District: Beeline Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 E. Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

B. If to the Engineer: Higgins Engineering and Surveying, LLC
1449 Commerce Centre Drive
Port St. Lucie, Florida 34986
Attn: Manager

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 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on 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 Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day’s written notice to the parties and addressees set forth herein.

Article 21. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of District and Engineer in the spaces provided below.

Article 22. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other.

Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate and consistent with this Agreement.

Article 23. Amendment. 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 of the parties hereto.

Article 24. Termination. The District may terminate this Agreement for cause immediately upon notice to the Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 25. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs.

Article 26. Independent Contractor. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

Article 27. Responsible Vendor Determination. District Engineer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

Article 28. No Third-Party Benefits. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

Article 29. Arm's Length Transaction. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

BEELINE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant of Chapter 190, Florida Statutes

Print name: _____
Secretary

Print name: _____
Chairman, Board of Supervisors

Date: _____, 2025

HIGGINS ENGINEERING AND SURVEYING, LLC, a Florida limited liability company

Witnesses:

Print name: _____

Print name: _____
Manager

Print name: _____

Date: _____, 2025

EXHIBIT A
HOURLY COMPENSATION RATES



~~This is Appendix 2, Engineer's Standard Hourly Rates, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated November 20, 2024:~~

Engineer's Standard Hourly Rates:

A. Standard Hourly Rates:

- Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- ~~The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.~~

B. Schedule of Hourly Rates:

Billing Class	Rate
Billing Class I – Principal Engineer	\$ 250/hour
Billing Class II – Sr. Project Engineer	\$ 185/hour
Billing Class III – Project Engineer	\$ 155/hour
Billing Class IV – Design Engineer	\$ 125/hour
Billing Class V – CAD Technician	\$ 110/hour
Billing Class VI – Project Manager	\$ 200/hour
Billing Class VII – Project Coordinator	\$ 90/hour
Billing Class VIII – Administrative Staff	\$ 70/hour
Billing Class IX – Construction Inspector	\$ 125/hour
Billing Class X – Professional Surveyor	\$ 185/hour
Billing Class XI – Survey Project Manager	\$ 125/hour
Billing Class XII – Survey Field Crew, 2 Man	\$ 165/hour

BISHOP ENVIRONMENTAL SPECIALISTS, INC.

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

December 1, 2024

Todd Wodraska
Beeline Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Monthly Status Report

Dear Mr. Wodraska:

Bishop Environmental Specialists, Inc. ("BES") is pleased to offer the following BCDD ball park storm water pump station 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 and 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.

Noting a panel alarm light, BES notified BCDD on September 9 that pump no. 1 needed to be removed and serviced. Guided by BCDD's engineer, BES contacted MWI/Couch to schedule removal and repair. The pump was removed and taken to MWI/Couch shop on September 12. On September 25, BES was informed that the repair had been completed and that MWI/Couch was awaiting delivery of a replacement electrical supply cable. The pump was reinstalled and placed in service on October 2.

Following reinstallation of pump no. 1 and the placement of a diesel powered portably backup pump, pump no. 2 was removed to be rebuilt. On October 8, BES staff replaced malfunctioning thermal overloads for pump no. 1, and October 15, BES staff reprogrammed SCADA to facilitate remote manual pump and gate operations. Due to SCADA limitations, the system was operated manually by SCADA for the rest of October.

Following some gate operational difficulty on October 25, BES recommended to BCDD that BCDD direct its engineer to inspect the station, particularly the gate controls and mechanical apparatus, to remove, repair or replace any worn component parts. The gates are sticking despite routine lubrication, and it may be that the guides need some attention.

Pump no. 2 was returned to service on November 22 and the temporary pump will be removed on December 3.

Except as noted above, the system generally performed as designed throughout the month. BES staff periodically lubricated the gate guides, reducing friction and avoiding the operating motor overloads witnessed in previous months.

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

January 1, 2025

Todd Wodraska
Beeline Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Monthly Status Report

Dear Mr. Wodraska:

Bishop Environmental Specialists, Inc. ("BES") is pleased to offer the following BCDD ball park storm water pump station 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 and 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.

Noting a panel alarm light, BES notified BCDD on September 9 that pump no. 1 needed to be removed and serviced. Guided by BCDD's engineer, BES contacted MWI/Couch to schedule removal and repair. The pump was removed and taken to MWI/Couch shop on September 12. On September 25, BES was informed that the repair had been completed and that MWI/Couch was awaiting delivery of a replacement electrical supply cable. The pump was reinstalled and placed in service on October 2.

Following reinstallation of pump no. 1 and the placement of a diesel powered portably backup pump, pump no. 2 was removed to be rebuilt. On October 8, BES staff replaced malfunctioning thermal overloads for pump no. 1, and October 15, BES staff reprogrammed SCADA to facilitate remote manual pump and gate operations. Due to SCADA limitations, the system was operated manually by SCADA for the rest of October.

Following some gate operational difficulty on October 25, BES recommended to BCDD that BCDD direct its engineer to inspect the station, particularly the gate controls and mechanical apparatus, to remove, repair or replace any worn component parts. The gates are sticking despite routine lubrication, and it may be that the guides need some attention.

Pump no. 2 was returned to service on November 22, the temporary pump was removed on December 3, and the system operated as designed throughout December 2024

BES staff periodically lubricated the gate guides, reducing friction and avoiding the operating motor overloads witnessed in previous months, but BES reminds BCDD that the gates and associated electrical and mechanical systems should be evaluated by BCDD engineers as soon as possible. The excessive friction will ultimately result in equipment failure.

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

February 1, 2025

Todd Wodraska
Beeline Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Monthly Status Report

Dear Mr. Wodraska:

Bishop Environmental Specialists, Inc. (“BES”) is pleased to offer the following BCDD ball park storm water pump station 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 and 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.

The system operated as designed throughout the previous month.

BES staff periodically lubricated the gate guides, reducing friction and avoiding the operating motor overloads witnessed in previous months, but BES reminds BCDD that the gates and associated electrical and mechanical systems should be evaluated by BCDD engineers as soon as possible. The excessive friction will ultimately result in equipment failure.

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

March 1, 2025

Todd Wodraska
Beeline Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Monthly Status Report

Dear Mr. Wodraska:

Bishop Environmental Specialists, Inc. (“BES”) is pleased to offer the following BCDD ball park storm water pump station 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 and 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.

The system operated as designed throughout the previous month.

BES staff periodically lubricated the gate guides, reducing friction and avoiding the operating motor overloads witnessed in previous months. At BES’ request, BCDD’s consulting engineer has contacted BES regarding its recommendation that the gates, associated electrical, mechanical and level control systems should be evaluated by BCDD engineers as soon as possible. BES is awaiting further contact from the engineer to schedule an on-site inspection.

The emergency generator was service on February 7, and the technician’s report was sent to both BCDD and Pratt a few days later.

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

Sincerely,

BISHOP ENVIRONMENTAL SPECIALISTS, INC.
Rim Bishop, President