

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	December 18, 2007	Consent [X]	Regular []
		Public Hearing []	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment to the Palm Beach County/Beeline Community Development District Water and Wastewater Utility Acquisition, Service, and Service Area Agreement.

Summary: On February 15, 2005, the County entered into an agreement (R2005-0366) with the Beeline Community Development District (District) to acquire the District's exclusive utility service area, utility system assets (exclusive of the District's potable water and wastewater plants which will be decommissioned), customer base, and service area. The agreement established a closing date of September 30, 2006, to allow for the construction of off-site pipelines. Pipeline construction delays resulting from a court-ordered stay of the Florida Department of Environmental Protection permit required an amendment to the Agreement that extended the closing date to September 30, 2007 (R2007-0041). The District is now requesting that the closing date be further extended until December 31, 2007, and has agreed to pay for the daily pipeline maintenance costs from November 15, 2007, until the closing date. The District's payment of \$425,000 for the replacement of a District water line, as set forth in the Interlocal Agreement between the County and the District dated 09/11/2007 (R2007-1538), is required by the effective date of this amendment. In addition, the amendment identifies certain lift stations that will be abandoned and therefore not be transferred to the County. The District's commitment to pay \$3,800,000 for its pro-rata share of off-site pipeline installation costs and standard service initiation fees of \$1,727,290.50 have not changed and are due at closing. District 1 (MJ)

Background and Justification: The County has sufficient capacity available in both its potable water and wastewater systems to serve the current and future needs of the District. Both the County and District have benefited from this agreement by avoiding duplication of utility facilities. The County will obtain additional revenue, and the District will avoid future capital costs of repair and replacement of its facilities.

- Attachments:**
- 1. Location Map
 - 2. Two (2) Original Amendments

Recommended By:		11/28/07
	Department Director	Date
Approved By:		12/5/07
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Expenses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$6,173,787)</u>	<u>(\$222,384)</u>	<u>(\$222,384)</u>	<u>(\$222,384)</u>	<u>(\$222,384)</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>(\$6,173,787)</u>	<u>(\$222,384)</u>	<u>(\$222,384)</u>	<u>(\$222,384)</u>	<u>(\$222,384)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4000 Dept 720 Unit 4200 Object Various

Is Item Included in Current Budget? Yes ☒ No

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

At closing, the District will reimburse the County \$3,800,000 for the cost of the pipelines other facilities and \$1,727,290 for system capacity. Monthly fees based on existing usage are expected to be approximately \$222,384 per year (\$166,788 in 2008). Additional revenue may be realized from future connections. The District will also pay \$425,000 for pipeline replacement and \$36,473 per month from November 15, 2007, until closing (\$54,709 from 11/15 until 12/31).

C. Department Fiscal Review: Delura M West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Jan 11.30.07
OFMB
11/29/07

Jan 12/4/07
Contract Development and Control
12/4/07

B. Legal Sufficiency:

12/5/07
Assistant County Attorney

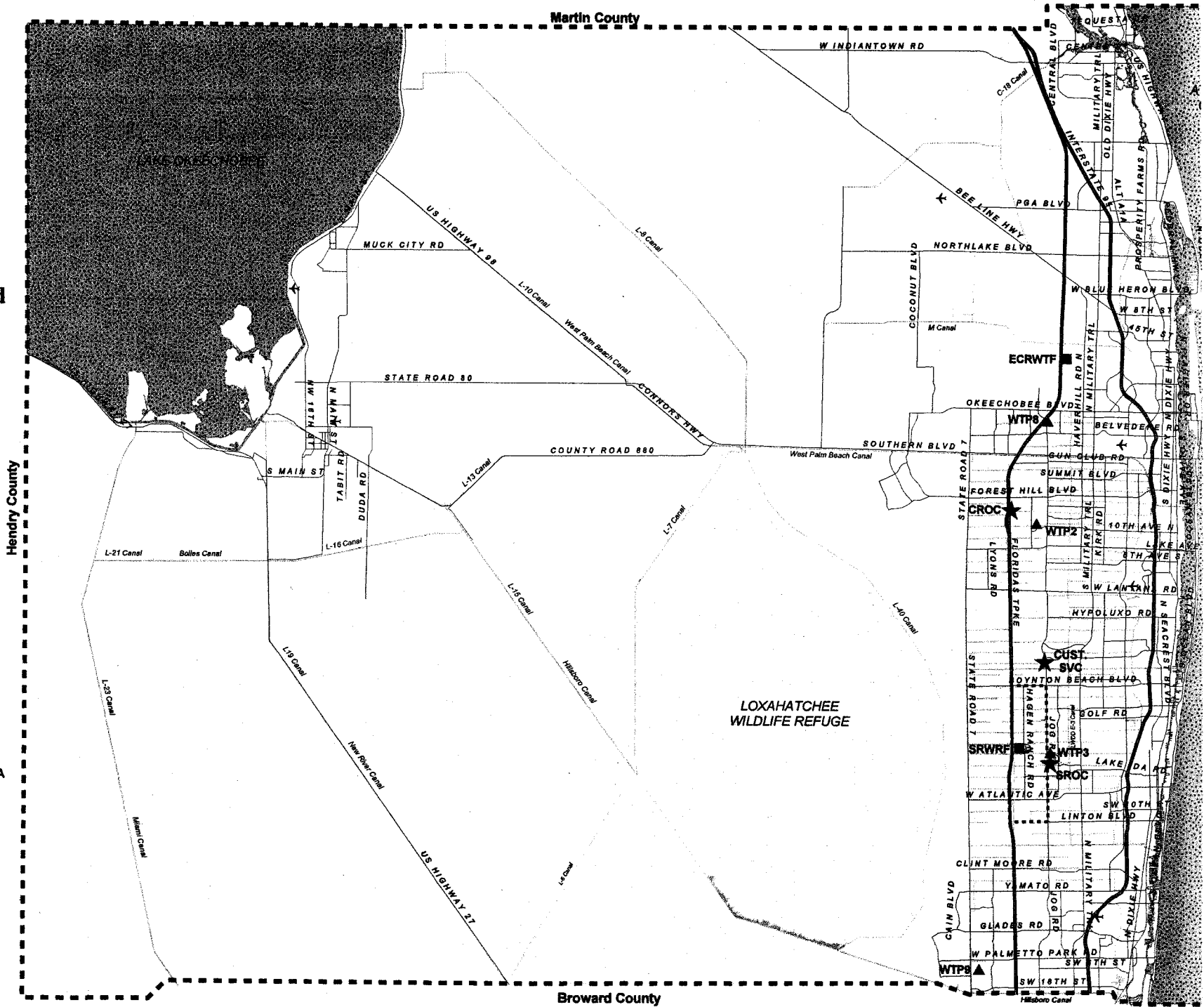
This amendment complies with
our review requirements.



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

Attachment 1

- Legend
- P.B.C.W.U.D. SA
 - MANDATORY RECLAIMED SA
 - COUNTY LIMITS
 - Administration
 - Water Reclamation Plant
 - Water Treatment Plant
 - Wetlands



**SECOND AMENDMENT TO THE PALM BEACH COUNTY /
BEELINE COMMUNITY DEVELOPMENT DISTRICT
WATER AND WASTEWATER UTILITY ACQUISITION, SERVICE
AND SERVICE AREA AGREEMENT**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2007 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereafter "COUNTY") and the BEELINE COMMUNITY DEVELOPMENT DISTRICT, a legal entity created under Chapter 190, Florida Statutes (hereafter "DISTRICT").

WITNESSETH:

WHEREAS, the parties previously entered into a Water and Wastewater Acquisition, Service and Service Area Agreement on February 15, 2005 and a First Amendment to the Water and Wastewater Acquisition, Service and Service Area Agreement on January 9, 2007 (hereinafter collectively referred to as the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to extend the closing date, provide for a pre-closing payment for pipeline extension costs, provide for a daily pipeline maintenance cost until closing, as well as to make other changes as shown herein.

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

- I. The Agreement is hereby modified and amended to change the Closing

Date from September 30, 2007 to December 31, 2007. Unless otherwise set forth herein, all obligations of the parties in relation to the Closing Date shall be as set forth in the Agreement.

- II. District shall pay to County, by the Effective Date of this Second Amendment, the amount of \$425,000.00 for as set forth in that agreement entitled Interlocal Agreement between the County and the District, and dated September 11, 2007, for the replacement of an existing District water line.
- III. District agrees to pay for daily pipeline maintenance costs from November 15, 2007 until the Closing Date. These daily pipeline maintenance costs are as set forth on Attachment 1, which is attached hereto and incorporated herein.
- IV. The parties agree that the following lift stations, which are abandoned, non-operational, or non-accessible, will not be transferred to the County at Closing: Lift Stations # 4, 5, 6, 16, 18. The list station numbers are as identified in that blueprint document "PE14923D_C00 - PBC Lift Station Loc." District shall be responsible for abandoning said lift stations. Any easements previously granted to County shall be modified to remove easements to and for said lift stations. The specific easement

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modifications shall be agreed upon by County and District prior to the Closing Date.

- V. Water and wastewater meters shall be sized and installed as specified by the Agreement. Water and wastewater meters will be replaced after the Closing Date and scheduled with the District in order to minimize any outages for customers.
- VI. All other terms, conditions, and exhibits to the Agreement shall remain in full force and effect.
- VII. This Second Amendment to the Agreement shall be effective as of November 15, 2007 (the "Effective Date").

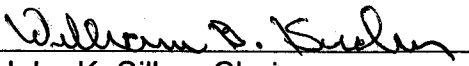
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IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Agreement on the date and year first above written.

ATTEST:


Peter L. Pimentel, Secretary

**BEE LINE COMMUNITY
DEVELOPMENT DISTRICT**

By: 
~~John K. Sillan, Chairman~~
William Howden, Vice Chair

Date: 11/12/07

ATTEST:

SHARON R. BOC

**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Clerk and Comptroller

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY : Date: _____

By: _____
County Attorney

BAS 11/19/07

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director



Attachment 1

Pipeline Maintenance Costs

Monthly pipeline fee = 24.3 million gallons x 1.45/1000 gallons = **\$35,235.00**

Monthly labor and equipment charges = **\$1238.78**

Total Monthly Pipeline Maintenance Costs = **\$36,473.78**