



**Sunshine**  
Water Control District

# **REGULAR MEETING AGENDA**

**June 9, 2021**



June 2, 2021

Board of Supervisors  
Sunshine Water Control District

**ATTENDEES:**  
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Sunshine Water Control District will hold a Regular Meeting on June 9, 2021 at 6:30 p.m., at the La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments **[3-Minute Time Limit]** (*Comments should be made from the microphone to ensure recording. Please state your name prior to speaking.*)
5. Consideration of B.C. Ziegler & Company Engagement Letter for Placement Agent Services
6. Consideration of Greenberg Traurig, P.A., Conflict Waiver of Representation
7. Consider Engagement of Greenberg Traurig, P.A., as Bond Counsel for Tax Exempt Special Assessment Revenue Refunding Bonds Series 2021
8. Presentation: Bond Refinancing [Wes Bradish, *B.C. Ziegler & Company*]
9. Consideration of Resolution 2021-07, Authorizing the Issuance of Special Assessment Revenue Bonds Designated Sunshine Water Control District Special Assessment Revenue Refunding Bonds, Series 2021 (the "2021 Bonds") in the Aggregate Principal Amount of Not Exceeding \$12,300,000 to Currently Refund the District's Outstanding Taxable Special Assessment Revenue Refunding Bonds, Series 2018 (the "Refunded Bonds"); Approving the Form and Authorizing the Execution and Delivery of a Trust Agreement for the 2021 Bonds; Appointing the Trustee, Paying Agent, and Registrar; Providing for the Terms and Payment of Such 2021 Bonds; Providing for the Rights, Security and Remedies of the Owners Thereof; Making Certain Covenants and Agreements in Connection Therewith; Amending Certain Terms of Resolution No. 2019-01 With Respect to the Refunded Bonds with the Consent of the Owner of the Refunded Bonds; Providing for Certain Other Matters in Connection Therewith; and Providing for an Effective Date



- 10. Acceptance of Unaudited Financial Statements as of April 30, 2021
- 11. Approval of May 12, 2021 Regular Meeting Minutes
- 12. Supervisors' Communications
- 13. Staff Reports
  - A. District Counsel: *Lewis, Longman & Walker, P.A.*
    - FASD Legislative Update, Week 9
  - B. District Engineer: *Craig A. Smith & Associates*
    - I. Presentation: Monthly Engineer's Report
    - II. Permit Applications
      - a. AT&T - Installation of 70 LF of 4" HDPE Conduit Via Directional Bore Under Canal "C"
      - b. Broward County Board of County Commissioners - Installation of Barrier Wall, Guardrail and Sidewalk, Canal "C"
      - c. Kimley Horn & Associates on behalf of 441/595 Inc. – Off-site Parking Adjacent to SWCD Canal "EE"
  - C. District Engineering Consultant: *John McKune*
  - D. District Field Supervisor: *Cory Selchan*
  - E. District Manager: *Wrathell, Hunt & Associates, LLC*
    - I. Consideration of Revised Obstructions Removal Agreement - Option 2 [Juan & Silvina Salazar, 3904 Sanctuary Drive]
    - II. NEXT MEETING DATE: July 14, 2021 at 6:30 P.M.
      - QUORUM CHECK
 

Joe Morera	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Daniel Prudhomme	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Ivan Ortiz	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Adjournment

Should you have any questions, please contact me directly at (561) 346-5294.

Sincerely,

*Cindy Carbone*  
 Cindy Carbone

District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**CONFERENCE ID: 8518503**

**SUNSHINE  
WATER CONTROL DISTRICT**

**5**



1605 Main Street  
Suite 1020  
Sarasota, FL 34236

Phone: (941) 806-6353  
Toll-Free: (800) 797-4272

[www.Ziegler.com](http://www.Ziegler.com)

June 8, 2021

Mr. Joe Morera  
President of Board of Supervisors  
Sunshine Water Control District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

Dear Mr. Morera:

We understand that the Sunshine Water Control District (hereafter referred to as the “Borrower” or the “District”), proposes to issue Special Assessment Revenue Refunding Bonds, Series 2021 (“Bonds”) in one or more Series. As described in this Engagement Letter, B.C. Ziegler and Company (“Ziegler”), proposes to act as the placement agent for the Bonds on a best efforts basis, the sale proceeds of which will be used to currently refund the Taxable Special Assessment Revenue Refunding Bonds, Series 2018 (“Prior Debt”) and finance costs of issuance on the Bonds.

1. Placement Services – Placement services to be provided by Ziegler under the terms of this engagement are as follows:
  - (a) Ziegler will attempt, on a best efforts basis, to place the Bonds with Capital One Public Funding, LLC or another institutional buyer or lender (“Lender”)

The Borrower acknowledges and agrees that Ziegler reserves the right not to participate in the placement of the Bonds and that Ziegler’s engagement hereunder is not an agreement by it or any of its affiliates to underwrite, place or purchase any securities or otherwise provide any financing. Borrower further acknowledges and agrees that Ziegler is acting solely as placement agent and not as a municipal advisor, financial advisor or fiduciary to the Borrower. Insofar as Ziegler acts as a placement agent for Bonds or other municipal securities, Ziegler hereby makes the following disclosure: unlike a municipal advisor to a municipal entity, Ziegler does not have a fiduciary duty to the Borrower under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Borrower and/or issuer without regard to its own financial or other interests. Municipal Securities Rulemaking Board Rule G-17 requires Ziegler to deal fairly at all times with both Borrower and investors. In its capacity as placement agent, Ziegler’s primary role (subject to the provisions hereof) is to seek to place the Bonds in a private placement. As a placement agent, Ziegler’s financial and other interests differ from (and may conflict with) the interests of the Borrower. Any advice rendered by Ziegler to the Borrower pursuant hereto (including, but not limited to, advice regarding the structure, timing and terms of the issue of the Bonds and/or the refunding or restructuring of the Prior Bonds, the investment of the proceeds thereof, related municipal derivatives or other similar matters concerning the issue of the Bonds or any other financing transaction contemplated hereby) is rendered solely in Ziegler’s capacity as a placement agent, and no such advice shall render or result in Ziegler being considered or in fact acting as a municipal advisor, financial advisor or fiduciary to the Borrower, or to any other party in connection

with the issuance of the Bonds or any other financing transactions contemplated hereby. Borrower shall consult with its own legal, financial advisors and/or municipal advisors to the extent it deems appropriate in connection with the placement of the Bonds.

2. Security – It is anticipated that the revenues pledged to the Bonds will include (i) certain non-ad valorem capital assessments levied by the District (“Special Assessments”), including, without limitation, those deposited in the Debt Service Account of the Debt Service Fund, (ii) investment income received from the investment of moneys in the Debt Service Fund and account, and (iii) any other moneys deposited in the Debt Service Account of the Debt Service Fund or received by the Paying Agent in connection with the repayment of the Bonds.
3. Information - In connection with the engagement of Ziegler hereunder, the Borrower will furnish Ziegler with any information (the “Information”) concerning the Borrower, the Bonds and the Prior Bonds and the financing transactions contemplated hereby which Ziegler reasonably deems appropriate and will provide Ziegler with access to the Borrower’s officers, directors, accountants, counsel and other advisors. The Borrower represents and warrants to Ziegler that the Information will be true and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading in light of the circumstances under which such statements are made. The Borrower acknowledges and agrees that Ziegler will be using and relying upon such Information supplied by the Borrower and its officers, directors, agents and other representatives and any other publicly available information concerning the Borrower and the public without any independent investigation or verification thereof or independent appraisal by Ziegler of the Borrower or its business or assets.
4. Placement Agent Fees – Ziegler shall be entitled to compensation for the services outlined above in an amount equal to \$100,000 plus Ziegler’s closing expenses.

Ziegler’s fees will be due and payable at the time the financing is complete. Since compensation for acting as placement agent is contingent on the completion of the financing, this may create a conflict of interest for Ziegler.

5. Disbursements – The Borrower recognizes that it will incur certain costs including, but not limited to, preparation and examination of legal documents by bond counsel, Borrower’s counsel, Ziegler’s counsel, and Lender’s counsel. In addition, if applicable, the Borrower will incur charges related to the bond trustee or paying agent, as well as business travel and closing expenses. In the event the Bonds are issued as municipal Bonds, the Borrower may be required to file audited financial statements annually with nationally recognized information repositories.
6. Indemnification – In connection with Ziegler’s engagement (which engagement may have commenced prior to the date hereof), the Borrower agrees to indemnify and hold harmless Ziegler and its affiliates, directors, officers, agents and employees and each other person, if any, controlling Ziegler or any of each of their respective successors and assigns, to the fullest extent permitted by law, on a current basis as incurred, from and against any losses, claims, damages or liabilities (or actions in respect thereof) related to or arising out of such engagement or Ziegler’s role in connection therewith, and will reimburse Ziegler and any other party entitled to be indemnified hereunder for all expenses (including counsel fees) as they are incurred by Ziegler or any such other indemnified party in connection with investigating, preparing or defending any such action or claim whether or not in connection with pending or threatened litigation in which Ziegler is a party. The Borrower will not, however, be responsible for any claims, liabilities, losses, damages or expenses which resulted from Ziegler’s bad faith, willful misconduct or negligence.

If the indemnification provided for in the foregoing paragraph is judicially determined to be unavailable (other than in accordance with the terms hereof) to any person otherwise entitled to indemnity in respect of any losses, claims, damages or liabilities referred to herein, then, in lieu of indemnifying such person hereunder, the Borrower shall contribute to the amount paid or payable by such person as a result of such losses, claims, damages or liabilities (and expenses relating thereto) (i) in such proportion as is appropriate to reflect the relative benefits to the Borrower, on the one hand, and Ziegler, on the other hand, of the engagement provided for in this agreement or (ii) if the allocation provided for in clause (i) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (i), but also the relative fault of each of the Borrower and Ziegler, as well as any other relevant equitable considerations; provided, however, in no event shall Ziegler's aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by Ziegler under this agreement. For the purposes of this agreement, the relative benefits to the Borrower and to Ziegler of the engagement under this agreement shall be deemed to be in the same proportion as (a) the total proceeds received or contemplated to be received by the Borrower in the Offering, whether or not such Offering is consummated, to (b) the fees paid or to be paid to Ziegler under this agreement.

The Borrower also agrees that neither Ziegler, nor any of its affiliates nor any officer, director, employee or agent of Ziegler or any of its affiliates, nor any person controlling Ziegler or any of its affiliates, shall have any liability to the Borrower for or in connection with such engagement except for any such liability for losses, claims, damages, liabilities or expenses incurred by the Borrower which resulted from Ziegler's bad faith, willful misconduct or negligence. The foregoing agreement shall be in addition to any rights that Ziegler, the Borrower or any indemnified party may have at common law or otherwise, including, but not limited to, any right to contribution. For the sole purpose of enforcing and otherwise giving effect to the provisions of this agreement, the Borrower hereby consents to personal jurisdiction and service and venue in any court in which any claim which is subject to this agreement is brought against Ziegler or any other indemnified party.

7. Conditions to Engagement – This letter is not a commitment to privately place or underwrite the Bonds, but is intended to be a statement of mutual intention to complete the transaction outlined herein, it being recognized that many material details of the financing can only be determined at the time definitive documents have been drafted and mutually agreed upon. It is understood that the carrying out of this proposal shall be subject to the following conditions being satisfactory to Ziegler at the time a bond purchase agreement would be signed and the Bonds are offered for sale to the public: (1) compliance with all federal and state laws and regulations, (2) the financial and operational position of the Borrower, (3) the absence of claims and litigation not covered by insurance, (4) an adequate legal (non-usurious) interest rate being applicable to the Bonds, (5) general political, economic and market conditions being such that Ziegler in its judgment will be able to place the Bonds in the then current market, due diligence investigation of the affairs of the Borrower and of the proposed collateral not revealing circumstances which, in the judgment of Ziegler, would present material risks not reasonably contemplated by or disclosed to Ziegler on the date hereof, (6) approval of the issuer (if applicable), and (7) delivery of an approving opinion of nationally recognized bond counsel in respect of any tax-exempt Bonds.
8. Term - The term of Ziegler's engagement hereunder extend from the date hereof through the earlier of (i) 12 months from the date hereof, and (ii) the closing of the financing(s). Subject to the provisions of paragraphs 4 through 6 and 8 through 12, which shall survive any termination of this agreement, the Borrower or Ziegler may terminate Ziegler's engagement hereunder, for any reason or for no reason, upon giving the other parties hereto at least 10 days' prior written notice.

9. Miscellaneous –

- (a) Subject to applicable law, no advice rendered by Ziegler in connection with the services performed by Ziegler pursuant to this letter agreement will be quoted, nor will any such advice or the name of Ziegler be referred to, in any report, document, release or other communication, whether written or oral, prepared, issued or transmitted by the Borrower or any person or corporation controlling, controlled by or under common control with the Borrower or any director, officer, employee, agent or representative of any of the foregoing, to any unaffiliated third party, without Ziegler's prior written authorization.
- (b) The Borrower represents and warrants to Ziegler that there are no brokers, representatives or other persons which have an interest in compensation due to Ziegler from any transaction contemplated herein.
- (c) The benefits of this agreement shall inure to the benefit of the respective successors and assigns of the parties hereto and of the indemnified parties hereunder and their successors and assigns and representatives, and the obligations and liabilities assumed in this agreement by the parties hereto shall be binding upon their respective successors and assigns. The Borrower acknowledges that Ziegler has been retained solely to provide the services set forth in this letter agreement. In rendering such service, Ziegler is acting as an independent contractor and any duties of Ziegler arising out of its engagement hereunder shall be owed solely to the Borrower.

10. Amendments and Governing Law - This agreement may not be amended, modified or assigned except in writing and with the written consent of all parties hereto, and shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

11. Enforceability - The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provisions in this agreement, which shall remain in full force and effect.

12. Counterparts - This agreement may be executed in counterparts, together which shall constitute one and the same instrument.

**[Remainder of Page Intentionally Left Blank. Signature Page Follows.]**

If this letter agreement is substantially in accordance with your understanding, please approve and return. Upon receipt, we will promptly approve and return an executed copy to you.

B.C. ZIEGLER AND COMPANY

By: \_\_\_\_\_  
Wes Bradish  
Managing Director

The undersigned hereby agrees to the above terms as of \_\_\_\_\_.

Sunshine Water Control District

By: \_\_\_\_\_  
Mr. Joe Morera  
President of Board of Supervisors

ACCEPTED AND APPROVED:

B.C. Ziegler and Company  
Chicago, Illinois

By: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**SUNSHINE  
WATER CONTROL DISTRICT**

**6**



May 24, 2021

Mary Anne Courtney  
Capital One Multifamily Finance  
Two Bethesda Metro Center, 10<sup>th</sup> Floor  
Bethesda, MD 20814

Re: Conflict Waiver of Sunshine Water Control District

Dear Mary Anne:

The purpose of this letter is to request a waiver of a potential conflict of interest arising from Greenberg Traurig's proposed representation of Sunshine Water Control District (the "District") in connection with bond work associated with the sale by the District of its Special Assessment Revenue Refunding Bonds, Series 2021 (the "Bonds") where Capital One Public Funding, LLC is the potentially adverse purchaser of the Bonds (the "Engagement"). We seek your assent to such a waiver subject to the following conditions.

1. The District agrees not to object to Greenberg Traurig's continued ability to represent Capital One Public Funding, LLC and/or any of its affiliates (collectively, "Capital One") on existing and future matters.

2. Greenberg Traurig's representation of the District will not involve assertion against Capital One of a claim of fraud, misrepresentation, bad faith or other dishonest conduct. Greenberg Traurig will not represent the District in any dispute, litigation or threatened litigation arising from the subject matter of the Engagement (whether the matter is a litigation or non-litigation matter).

3. This request and the terms and conditions under which it is made apply only to the Engagement and do not extend or apply to any other existing or future matter for which Greenberg Traurig may be asked to provide legal services. Greenberg Traurig and the District each understands and acknowledges that Capital One reserves the right to claim a potential or actual conflict of interest and take appropriate action regarding any other matter related to Capital One in which Greenberg Traurig may be engaged, or representation by Greenberg Traurig which is broader than described in this letter.

4. Greenberg Traurig personnel providing services to the District in connection with the Engagement will not be among those concurrently providing services to Capital One or part of a Greenberg Traurig team designated to provide services to Capital One. Greenberg Traurig will establish an "ethical wall" to ensure that confidential Capital One information shall not be shared with any personnel working in connection with the Engagement.

Mary Anne Courtney

May 24, 2021

Page -2-

5. Greenberg Traurig certifies that its representation of the District in the Engagement, with the consent of Capital One, complies with all applicable codes of professional responsibility and rules of professional conduct.

6. The District has been informed of the terms and conditions under which Capital One is consenting to the Engagement, as set forth in this letter, and has agreed to these terms and conditions by signing below.

Please sign this letter and return it to me if it is acceptable to you.

Very truly yours,

Stephen D. Sanford, Esq.

Received and agreed to:

**CAPITAL ONE PUBLIC FUNDING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Received and agreed to:

**SUNSHINE WATER CONTROL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUNSHINE  
WATER CONTROL DISTRICT**

**7**



STEPHEN D. SANFORD, ESQ.  
WEST PALM BEACH OFFICE  
DIRECT DIAL: 561-248-5303  
E-MAIL: sanfords@gtlaw.com

June 8, 2021

Board of Supervisors of the Sunshine  
Water Control District  
c/o Ms. Cindy Cerbone  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410  
Boca Raton, FL 33431

**Tax-Exempt Special Assessment Revenue Refunding Bonds  
Series 2021**

Dear Mr. Chairman and Board Members:

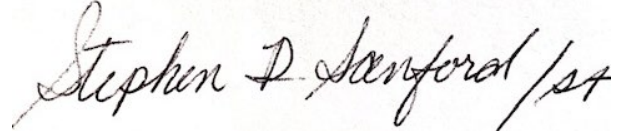
Greenberg Traurig, P.A. would be pleased to serve as Bond Counsel to the Sunshine Water Control District (the "District") in connection with the above-referenced proposed special assessment revenue refunding bond issue (the "Bonds") to be issued to refund the District's outstanding Taxable Special Assessment Revenue Refunding Bonds, Series 2018. We would propose to perform all of the services customarily performed by bond counsel. Our services would also include our tax analysis in connection with the tax status of the Bonds, including the preparation of all bond resolutions, preparation of all necessary trust agreements, the drafting of all closing papers, the delivery of our tax opinion to the investors. We would also assist the District's general counsel in matters relating to the Bonds. For our services, we would propose a legal fee of \$50,000 plus reasonable documented expenses payable at the closing of the first bond issue. Our out-of-pocket expenses which we will bill the District at the time of delivery of the Bonds will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fee assumes that the requirements of Circular 230 will not be applicable to the Bonds and that the federal tax laws in existence today will be the same in 2021; but in any event, our fee cannot exceed the above amount without the approval of the Board of Supervisors.

If our fee quote is acceptable to you, please indicate by signing below on the extra copy of this letter enclosed and return the same to me.

If you have any questions, please feel free to give me a call. We look forward to the opportunity to work with you on this financing.

Very truly yours,

GREENBERG TRAURIG, P.A.

A handwritten signature in cursive script that reads "Stephen D. Sanford /st". The signature is written in black ink on a light-colored background.

Stephen D. Sanford, Shareholder

SUNSHINE WATER CONTROL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUNSHINE  
WATER CONTROL DISTRICT**

**9**

**SUNSHINE WATER CONTROL DISTRICT**  
**SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2021**

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**BOND RESOLUTION NO. 2021-07**

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**Adopted June 9, 2021**

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE I DEFINITIONS, FINDINGS AND STATUTORY AUTHORITY .....	5
SECTION 1. DEFINITIONS .....	5
SECTION 2. FINDINGS.....	10
SECTION 3. AUTHORITY FOR THIS RESOLUTION .....	11
SECTION 4. RESOLUTION CONSTITUTES CONTRACT.....	11
ARTICLE II AUTHORIZATIONS, TERMS, EXECUTION AND REGISTRATION OF BONDS .....	11
SECTION 1. AUTHORIZATION OF BONDS.....	11
SECTION 2. DESCRIPTION OF THE 2021 BONDS.....	11
SECTION 3. EXECUTION OF THE 2021 BONDS .....	13
SECTION 4. NEGOTIABILITY, REGISTRATION AND CANCELLATION.....	14
SECTION 5. 2021 BONDS MUTILATED, DESTROYED, STOLEN OR LOST.....	16
SECTION 6. FORM OF 2021 BONDS .....	17
ARTICLE III COVENANTS, FUNDS AND APPLICATION THEREOF .....	31
SECTION 1. BONDS NOT TO BE INDEBTEDNESS OF THE DISTRICT .....	31
SECTION 2. BONDS SECURED BY LIEN ON AND PLEDGE OF THE PLEDGED REVENUES .....	31
SECTION 3. CONDITIONS FOR ISSUANCE OF THE 2021 BONDS .....	32
SECTION 4. COVENANTS OF THE DISTRICT .....	33
ARTICLE IV BOND DELEGATION AND DETAILS .....	39
SECTION 1. REDEMPTION PROVISIONS .....	39
SECTION 2. NEGOTIATED PRIVATE PLACEMENT.....	40
SECTION 3. APPOINTMENT OF PLACEMENT AGENT .....	40
SECTION 4. PAYING AGENT, REGISTRAR, AND TRUSTEE .....	40
SECTION 1. TRUST AGREEMENT.....	40
ARTICLE V MISCELLANEOUS PROVISIONS.....	41
SECTION 1. MODIFICATION OR AMENDMENT .....	41
SECTION 2. NO ADVISORY OR FIDUCIARY RELATIONSHIP.....	41
SECTION 3. PERMISSION TO USE INFORMATION.....	43
SECTION 4. PATRIOT ACT NOTICE.....	43
SECTION 5. WAIVER OF JURY TRIAL .....	43
SECTION 6. NOTICE TO LENDER .....	43
SECTION 7. REPEALER.....	44
SECTION 8. FURTHER AUTHORIZATION .....	44
SECTION 9. APPLICABLE LAW AND VENUE.....	44
SECTION 10. SEVERABILITY OF INVALID PROVISIONS .....	44
SECTION 11. EFFECTIVE DATE .....	45
EXHIBIT A - FORM OF LENDER CERTIFICATE	
EXHIBIT B – FORM OF TRUST AGREEMENT	



**RESOLUTION NO. 2021-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNSHINE WATER CONTROL DISTRICT (THE “DISTRICT”), AUTHORIZING THE ISSUANCE OF SPECIAL ASSESSMENT REVENUE BONDS DESIGNATED SUNSHINE WATER CONTROL DISTRICT SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2021 (THE “2021 BONDS”) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$12,300,000 TO CURRENTLY REFUND THE DISTRICT’S OUTSTANDING TAXABLE SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2018 (THE “REFUNDED BONDS”); APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT FOR THE 2021 BONDS; APPOINTING THE TRUSTEE, PAYING AGENT, AND REGISTRAR; PROVIDING FOR THE TERMS AND PAYMENT OF SUCH 2021 BONDS; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES OF THE OWNERS THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AMENDING CERTAIN TERMS OF RESOLUTION NO. 2019-01 WITH RESPECT TO THE REFUNDED BONDS WITH THE CONSENT OF THE OWNER OF THE REFUNDED BONDS; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Sunshine Water Control District, a water control district within the meaning of Chapter 298, Florida Statutes (the “District”), is authorized under Florida law to borrow money to finance and refinance various capital projects; and

**WHEREAS**, pursuant to Chapter 298, Florida Statutes, as amended and supplemented and Chapter 63-609, Laws of Florida (collectively, the “Act”), the Board of Supervisors, as the governing body of the District (herein, the “Board”), commissioned the District’s engineer (herein, the “District Engineer”) to prepare an engineer’s report, as supplemented (the “Engineer’s Report”) with respect to updating the District’s water control plan which was last amended in December, 2009 (“Amended Water Control Plan”). As part of the Amended Water Control Plan, a five (5) year capital improvement plan was developed which addressed observed deficiencies in the functioning of the District’s storm water management system as well as provides for certain supplemental public improvements relating thereto (the “CIP”); and

**WHEREAS**, the District has previously financed certain public infrastructure components of the CIP with the proceeds of the hereinafter defined 2011 Bonds (herein, the “2011 Project”); and

**WHEREAS**, pursuant to the terms and provisions of Resolution No. 2011-05 adopted by the Board on March 9, 2011, the District did issue its \$12,880,000 Special Assessment Revenue Improvement Bonds, Series 2011 (the “2011 Bonds”) to finance the 2011 Project; and

**WHEREAS**, pursuant to the terms and provisions of Resolution No. 2019-01 adopted on October 10, 2018 (the “2018 Taxable Resolution”), the District did on November 6, 2018, issue its Taxable Special Assessment Revenue Refunding Bonds, Series 2018 (the “2018 Bonds”) which were purchased by the herein defined Lender; and

**WHEREAS**, pursuant to Resolution No. 2019-02 adopted on October 10, 2018 (the “Prior Tax-Exempt Resolution”), the Board reserved the right granted by the Lender to refund the outstanding 2018 Bonds by way of a par-to-par exchange not sooner than ninety (90) days prior to the earliest call date for the 2018 Bonds (the “Earliest Refunding Date”) and not later than two (2) years after the Earliest Refunding Date as described in the Prior Tax-Exempt Resolution (herein, the “Exchange Right”); and

**WHEREAS**, pursuant to the Exchange Right, the District would issue tax-exempt special assessment revenue refunding bonds at an interest rate of 3.80% per annum (subject to adjustment) (herein, the “Tax-Exempt Exchange Right Bonds”), all as evidenced by the terms and provisions of the Prior Tax-Exempt Resolution; and

**WHEREAS**, pursuant to the Prior Tax-Exempt Resolution, if the Tax-Exempt Exchange Right Bonds were issued, such bonds would be subject to optional redemption, as determined by the Lender in its sole discretion, in whole on any Payment Date either (a) commencing on the

eightth anniversary of the date the par-to-par exchange occurs after the exercise of the Exchange Right (the “Dated Date”) at a redemption price of 103% which redemption price will reduce by 1.00% following each anniversary of the Dated Date until the eleventh anniversary of the Dated Date when the redemption price would be equal to 100% of the Outstanding Tax-Exempt Exchange Right Bonds, or (b) commencing on the ninth anniversary of the Dated Date at a redemption price of 101% which redemption price will reduce following the tenth anniversary of the Dated Date when the redemption price would be equal to 100% of the Outstanding Tax-Exempt Exchange Right Bonds; and

**WHEREAS**, Capital One Public Funding, LLC, a New York limited liability company and its successors and assigns (the “Lender”) is the Owner of all of the 2018 Bonds;

**WHEREAS**, the Lender has submitted a proposal dated May 18, 2021 (the “Proposal”) whereby it has agreed to make a new loan to the District pursuant to the terms of this Resolution by the purchase of the 2021 Bonds (as defined below) for the primary purpose to pay and redeem the outstanding 2018 Bonds in an amount equal to \$11,800,292.00 (which such amount consists of \$11,685,000 in principal amount and accrued interest thereon to the date of redemption of \$115,292.00) on the date of issue of the 2021 Bonds (the outstanding 2018 Bonds to be paid are herein referred to as the “2018 Refunded Bonds”); and

**WHEREAS**, pursuant to the Proposal and this Resolution, the District will forego its Exchange Right granted under the Prior Tax-Exempt Resolution, agree to a lower interest rate than that set forth in the Prior Tax-Exempt Resolution and the above-stated optional redemption provisions would be replaced with the optional redemption provisions set forth in this Resolution (herein collectively, the “Modifications”); and

**WHEREAS**, the District agrees to the Modifications and will set forth in this Resolution the terms applicable to its 2021 Bonds; and

**WHEREAS**, the District will, subject to the terms and provisions of this Resolution, issue its Special Assessment Revenue Refunding Bonds, Series 2021 in the principal amount not exceeding \$12,300,000 (the “2021 Bonds”) for the purpose of refunding, on a current basis, the 2018 Bonds; and

**WHEREAS**, by virtue of the adoption of this Resolution and the acceptance by the Board of the Proposal, the terms of the Prior Tax-Exempt Resolution shall be deemed amended to evidence the Modifications; and

**WHEREAS**, notwithstanding amendments to the Prior Tax-Exempt Resolution, this Resolution shall govern the 2021 Bonds and shall constitute a new loan made by the Lender; and

**WHEREAS**, in connection with the issuance of the 2021 Bonds, the District will approve and accept the Proposal pursuant to which the 2021 Bonds will be privately placed with the Lender by B.C. Ziegler and Company, as placement agent on behalf of the District (the “Placement Agent”); and

**WHEREAS**, the District will, prior to the issuance of the 2021 Bonds, be provided with the disclosure and truth-in-bonding statements of the Lender required by Section 218.385, Florida Statutes, on or before the 2021 Bonds are issued; and

**WHEREAS**, that certain Trust Agreement approved pursuant to the 2018 Taxable Resolution will be replaced with a new Trust Agreement with respect to the 2021 Bonds, the form of which shall be approved pursuant to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNSHINE WATER CONTROL DISTRICT, AS FOLLOWS:**

**ARTICLE I**  
**DEFINITIONS, FINDINGS AND STATUTORY AUTHORITY**

**Section 1. DEFINITIONS.** In addition to the terms heretofore defined in the recitals set forth above, the following terms shall have the following meanings:

“ACT” shall mean the Constitution of the State of Florida, Chapter 298, Florida Statutes, as amended and supplemented, Chapter 63-609, Laws of Florida, and other applicable provisions of law.

“BOARD” shall mean the Board of Supervisors of the Sunshine Water Control District, the governing body of the District.

“BOND COUNSEL” shall mean Greenberg Traurig, P.A., or any nationally recognized attorneys at law acceptable to Lender.

“BONDHOLDER,” “HOLDER,” “OWNER,” or “REGISTERED HOLDER” or any similar term shall mean the Lender, or, subject to the provisions of Section 4 of Article II hereof, any successor registered holder of the 2021 Bonds who is (a) an affiliate of the Lender, or (b) one or more banks, insurance companies or other financial institutions provided only one Bondholder may be the registered owner of less than \$250,000 in the aggregate principal amount of the 2021 Bonds or all 2021 Bonds if less than \$250,000 remains Outstanding.

“BUSINESS DAY” shall mean any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions in the State of Florida or the State of New York are authorized by law to close.

“COUNTY” shall mean Broward County, Florida, a political subdivision of the State of Florida.

“DEFAULT RATE” shall mean 6.00% per annum.

“DEFEASANCE OBLIGATIONS” shall mean to the extent permitted by law and (other than with respect to the obligations described in clause (a) below) acceptable, at the time of defeasance, to the Lender:

(a) U.S. Obligations, which are not redeemable prior to maturity;

(b) Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (i) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee or paying agent of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (ii) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate, and (iii) as to which the principal of and interest on the bonds and obligations of the character described in clause (a) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (b) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate; and

(c) Evidences of ownership of proportionate interests in future interest and/or principal payments on obligations described in clause (a) held by a bank or trust company as custodian.

“EVENT OF TAXABILITY” means a determination that interest paid or payable on the 2021 Bonds is includible for federal income tax purposes in the gross income of the owner thereof. An Event of Taxability shall be evidenced by (a) a written opinion by an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt municipal finance, (b) notice or other written determination by the Internal Revenue Service or any other government official or agency exercising the same or a substantially similar function from time to time, (c) a judgment of a court of competent jurisdiction, in each case determining that interest paid or payable on the 2021 Bonds is or was includable in the gross income of a holder of the 2021 Bonds for federal income tax purposes or (d) failure of the District to deliver to Lender, within ninety (90) days of Lender’s request therefor, an opinion from nationally recognized bond counsel addressed and acceptable to both Lender and the District that interest paid and payable on the 2021 Bonds is excludible from gross income for federal income tax purposes, provided that if the District obtains, at Lender’s request, the opinion described in this clause (d), Lender shall pay the reasonable costs for said opinion.

“FISCAL YEAR” shall mean that period commencing on October 1 and continuing to and including the next succeeding September 30, or such other annual period as may be prescribed by law as the fiscal year of the District.

“INTEREST RATE” shall mean 3.05% per annum, unless interest on the 2021 Bonds is bearing interest at the Default Rate or an Event of Taxability has occurred and is continuing and the 2021 Bonds are bearing interest at the Taxable Rate.

“MATURITY DATE” shall mean with respect to the 2021 Bonds, May 1, 2041.

“OUTSTANDING” shall mean, when used with reference to the 2021 Bonds, as of any particular date, all 2021 Bonds theretofore, or thereupon being, authenticated and delivered by the

Registrar under this Resolution, except (i) 2021 Bonds theretofore or thereupon canceled by the Registrar or surrendered to the Registrar for cancellation; (ii) 2021 Bonds with respect to which all liability of the District shall have been discharged in accordance with Section 5.I of Article III of this Resolution; and (iii) Bonds in lieu of or in substitution for which other 2021 Bonds shall have been authenticated and delivered by the Registrar pursuant to any provision of this Resolution.

“PAYING AGENT” shall mean Regions Bank, appointed pursuant to Section 4 of Article IV hereof, and its permitted successors and assigns.

“PAYMENT DATE” shall mean, with respect to interest on the 2021 Bonds, each May 1 and November 1, commencing November 1, 2021, and with respect to scheduled principal on the 2021 Bonds, each May 1, commencing on the May 1, 2022 in the principal amounts set forth in the 2021 Bond delivered to Lender, provided that if such date is not a Business Day, the payment shall be made on the next succeeding Business Day.

“PERMITTED INVESTMENTS” shall mean (i) U.S. Obligations and (ii) all other investments permitted under the laws of Florida and consistent with the investment policies of the Board.

“PLEDGED REVENUES” shall mean with respect to the 2021 Bonds (i) the Special Assessments including, without limitation, those deposited in the Debt Service Account of the Debt Service Fund created and established under this Resolution, including, without limitation, any amount received from any foreclosure proceedings for the enforcement and collection of such Special Assessments or from the issuance and sale of tax certificates issued by the County pursuant to Chapter 197, Florida Statutes, less any administrative costs and costs for collection, (ii) investment income received from the investment of moneys in the Debt Service Fund and account



established hereunder, and (iii) any other moneys deposited in the Debt Service Account of the Debt Service Fund or received by the Paying Agent in connection with the repayment of the 2021 Bonds.

“PROJECT AREA” shall mean an area within the District containing approximately 5,422.1 acres representing 100% of the lands within the jurisdiction of the District.

“REGISTRAR” shall mean Regions Bank, appointed pursuant to Section 4 of Article IV hereof, and its permitted successors and assigns.

“RESOLUTION” shall mean this Resolution as the same may from time to time be amended and supplemented in accordance with the terms hereof.

“SPECIAL ASSESSMENTS” shall mean the non-ad valorem capital assessments levied by the District pursuant to the provisions of the Act against the benefited lands within the Project Area. The term “Special Assessments” shall not include any non-ad valorem assessments levied by the District for operation and maintenance purposes.

“TAXABLE RATE” shall mean 4.05% per annum with respect to interest on the 2021 Bonds during the period an Event of Taxability has occurred and is continuing.

“TRUST AGREEMENT” shall mean that certain trust agreement by and between the District and the Trustee entered into pursuant to Section 298.47 of the Act in connection with the issuance of the 2021 Bonds in substantially the form attached hereto as Exhibit “B.”

“TRUSTEE” shall mean Regions Bank, serving as trustee under the Trust Agreement and its permitted successors and assigns.

“2021 BONDS” shall mean the 2021 Bonds authorized under this Resolution.

“U.S. OBLIGATIONS” shall mean the direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States

of America, and, if determined by subsequent proceedings of the Board, certificates which evidence ownership of the right to the payment of the principal of, or interest on, such obligations.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared:

A. That the recitals hereinbefore mentioned are hereby adopted.

B. That the Board hereby deems the Prior Tax-Exempt Resolution amended to reflect the Modifications and that the Exchange Right and related terms are of no force and effect upon the issuance of the 2021 Bonds.

C. That the principal of and interest on the 2021 Bonds to be issued pursuant to this Resolution, and all of principal installment payments will be paid from the Pledged Revenues in the manner described herein, and in the 2021 Bonds issued pursuant to this Resolution shall not constitute a lien upon the 2011 Project or upon any other property whatsoever owned by the County or in the District and shall not be an indebtedness of the District within the meaning of any constitutional, statutory or other limitation of indebtedness, but shall be payable solely from the Pledged Revenues.

D. That the Pledged Revenues will be sufficient to pay the principal of, and interest on the 2021 Bonds to be issued pursuant to this Resolution, as the same becomes due and payable, and all sinking fund, and other payments provided for in this Resolution.

E. It is the intent of the District that the interest payable on the 2021 Bonds will be excludable from gross income of the holders thereof and such interest shall not be subject to federal income taxation.

**Section 3. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the Act.

**Section 4. RESOLUTION CONSTITUTES CONTRACT.** In consideration of the acceptance of the 2021 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the District and such Owners and the covenants and agreements herein set forth to be performed by said District shall be for the equal benefit, protection and security of the Owners of any and all of such Bonds all of which shall be of equal rank and without preference, priority, or distinction of any of the 2021 Bonds over any other thereof except as expressly provided therein and herein.

## **ARTICLE II AUTHORIZATIONS, TERMS, EXECUTION AND REGISTRATION OF BONDS**

**Section 1. AUTHORIZATION OF BONDS.** Subject and pursuant to the provisions of this Resolution and the 2018 Taxable Resolution, obligations of the District to be known as “Special Assessment Revenue Refunding Bonds, Series 2021” are hereby authorized to be issued in a principal amount of not exceeding \$12,300,000 (the “2021 Bonds”) to be issued, delivered and secured as provided herein. The 2021 Bonds shall be issued for the principal purpose of redeeming the 2018 Refunded Bonds on the date of issue of the 2021 Bonds.

**Section 2. DESCRIPTION OF THE 2021 BONDS.** The 2021 Bonds shall be issued in registered form, shall be in the denomination of the principal amount of the 2021 Bonds issued; and the 2021 Bonds shall mature on the Maturity Date and shall be subject to principal installment payments in such amounts and such dates, all pursuant to the parameters set forth in Section 4 of

Article IV. The 2021 Bonds shall be numbered R-1. The 2021 Bonds shall bear interest at the Interest Rate subject to adjustment to the Default Rate or the Taxable Rate upon the occurrence of a payment default on the 2021 Bonds or upon the occurrence and continuance of an Event of Taxability, as the case may be, payable by wire transfer (as described below) to the Holder of the 2021 Bonds who appears on the registration books of the District maintained by the Registrar on the fifteenth day of the calendar month preceding each Payment Date or the fifteenth day prior to the date notice or redemption is given, whether or not such 15th day is a Saturday, Sunday or holiday (herein the “Record Date”). Payment of principal of and interest on the 2021 Bonds will be transmitted by wire transfer, or other form of electronic payment in accordance with written instructions provided by the Holder, to the Holder at the domestic bank account number on file with the Paying Agent as of the Record Date, or, with the Holder’s written consent, by such other commercially reasonable method of payment, without the necessity of the Lender to deliver a statement or invoice.

The text of the 2021 Bonds shall be substantially in the form of Section 6 of this Article II with such omissions, insertions and variations as may be necessary and desirable, as approved by the Lender.

The 2021 Bonds (initially issued in one (1) typewritten certificate) shall be dated the date of initial issuance. The 2021 Bonds shall be issued in registered form designating the Lender or its designee as the registered owner. Unless the interest rate on the 2021 Bonds is adjusted to the Default Rate or the Taxable Rate, the 2021 Bonds shall bear interest on the outstanding principal amount of the 2021 Bonds from time to time at the Interest Rate and shall be payable on each Payment Date. The outstanding principal of the 2021 Bonds shall be payable on each May 1 in the years and amounts set forth in the 2021 Bond delivered to the Lender. Prior to the Maturity Date

or the earlier payment in full of the 2021 Bonds, payments of principal of and interest on the 2021 Bonds will be payable without presentation or surrender thereof.

Initially, principal and interest on the 2021 Bonds shall be payable by the Paying Agent to the Lender by wire transfer in accordance with written instructions provided to the District and Paying Agent by the Lender. Interest on the 2021 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The 2021 Bonds shall be payable, with respect to interest and principal in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**Section 3. EXECUTION OF THE 2021 BONDS.** The 2021 Bonds shall be executed in the name of the District by the signature of the President of the Board, or, in the absence of the President, the Vice-President of the Board, and its official seal shall be affixed thereto or imprinted or reproduced thereon and attested by the Secretary of the District or any Assistant Secretary of the District. The signatures of said President (or Vice-President in the President's absence) and the Secretary of the District or any Assistant Secretary on the 2021 Bonds may be manual or facsimile signatures. In case any one or more of the officers who shall have signed or sealed any of the 2021 Bonds shall cease to be such officer of the District before the 2021 Bonds so signed and sealed shall have been actually delivered to the Lender, such 2021 Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such 2021 Bonds had not ceased to hold such office. Any 2021 Bond may be signed and sealed on behalf of the District by such person who at the actual time of the execution of such 2021 Bond shall hold the proper office, although at the date such 2021 Bonds shall be actually delivered such person may not hold office or may not be so authorized.

The 2021 Bonds shall bear thereon a certificate of authentication, in the form set forth in Section 6 hereof, executed manually by the Registrar. Only such 2021 Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no 2021 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Registrar. Such certificate of the Registrar upon any 2021 Bond executed on behalf of the District shall be conclusive evidence that the 2021 Bond has been so authenticated and that the Owner thereof is entitled to the benefits of this Resolution.

**Section 4. NEGOTIABILITY, REGISTRATION AND CANCELLATION.** The Registrar shall keep books for the registration of the 2021 Bonds and for the registration of transfers of the 2021 Bonds. The 2021 Bonds shall be transferable at the option of the registered Owner thereof to an (a) affiliate of the Lender, or (b) one or more banks, insurance companies or other financial institutions, but subject to the prior written approval of the Board (which shall not be unreasonably withheld if the intended transferee provides a Lender Certificate addressed to the District and the Registrar in substantially the form attached hereto as Exhibit A) and upon surrender of the 2021 Bonds at the designated corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Owner or his or her duly authorized attorney. Upon the transfer of such 2021 Bond, the District shall issue in the name of the transferee a new 2021 Bond. Nothing herein shall limit the right of Lender or its assignees to sell or assign participation interests in the 2021 Bonds to one or more entities listed in (a) or (b) above without the consent of the Board provided that any participation, custodial or similar agreement under which multiple ownership interests in the 2021 Bonds are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to

act on their behalf with respect to the rights and interests of the registered owner of the 2021 Bonds, including with respect to the exercise of rights and remedies of the registered owner on behalf of such owners upon the occurrence of an event of default under the 2021 Bonds. Notwithstanding the foregoing, no offering document shall be prepared in connection with such transfer without the express written consent of the District, which may or may not be given, in its sole discretion.

The District, the Paying Agent and the Registrar shall deem and treat the person in whose name the 2021 Bonds shall be registered upon the books kept by the Registrar as the absolute Owner of such 2021 Bonds, whether such 2021 Bonds shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such 2021 Bonds as the same become due and for all other purposes. All such payments so made to any such Owner or upon his/her order shall be valid and effectual to satisfy and discharge the liability upon such 2021 Bonds to the extent of the sum or sums so paid, and neither the District, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

In all cases in which the privilege of transferring the 2021 Bonds is exercised, the District shall execute and the Registrar shall authenticate and deliver the 2021 Bonds in accordance with the provisions of this Resolution. The 2021 Bonds surrendered in any such transfers shall forthwith be delivered to the Registrar and canceled by the Registrar in the manner provided in this Section 4. The District or the Registrar may require the payment of a sum sufficient to pay any tax, fee or other governmental charges required to be paid with respect to such transfer.

The 2021 Bonds paid at maturity shall be delivered to the Registrar within a reasonable period of time after the payment is made, and such 2021 Bonds shall thereupon be canceled upon written acknowledgement from the Owner that the 2021 Bonds have been paid in whole. The 2021 Bonds so canceled may at any time be destroyed by the Registrar, who shall execute a

certificate of destruction in duplicate by the signature of one of its authorized officers describing the 2021 Bonds so destroyed, and one executed certificate shall be filed with the District and the other executed certificate shall be retained by the Registrar in accordance with its retention policies then in effect.

**Section 5. 2021 BONDS MUTILATED, DESTROYED, STOLEN OR LOST.** In case any 2021 Bond shall become mutilated, destroyed, stolen or lost, the District may execute and the Registrar shall, upon the written request of the District, authenticate and deliver a new 2021 Bond of like series, date, maturity and denomination as the 2021 Bond so mutilated, destroyed, stolen or lost; provided that, in the case of any mutilated 2021 Bond, such mutilated 2021 Bond shall first be surrendered to the District and, in the case of any lost, stolen or destroyed 2021 Bond, there shall first be furnished to the District and the Registrar evidence of such loss, theft, or destruction satisfactory to the District and the Registrar, together with indemnity satisfactory to them. In the event any such 2021 Bond shall be about to mature or have matured or have been called for redemption, instead of issuing a duplicate 2021 Bond, the District may pay the same without surrender thereof. If any 2021 Bond that is lost or stolen and replaced and is subsequently found or recovered after being replaced, the Registrar shall immediately cancel such 2021 Bond. The District and the Registrar may charge the Owner of such 2021 Bond their reasonable fees and expenses in connection with this transaction. Any 2021 Bond surrendered for replacement shall be canceled in the same manner as provided in Section 4 hereof.

Any such duplicate 2021 Bonds issued pursuant to this Section shall constitute additional contractual obligations on the part of the District, whether or not the lost, stolen or destroyed 2021 Bonds be at any time found by anyone, and such duplicate 2021 Bonds shall be entitled to equal



and proportionate benefits and rights as to lien on and source and security for payment from the Pledged Revenues with all other 2021 Bonds issued hereunder.

**Section 6. FORM OF 2021 BONDS.** The text of the 2021 Bonds shall be of substantially the following tenor, with such omissions, insertions and variations as may be necessary and desirable and approved by the Lender:

(Form of 2021 Bonds)\*

\*The text of the 2021 Bonds shall be of substantially the tenor set forth below.

No. R-1

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
BROWARD COUNTY**

**SUNSHINE WATER CONTROL DISTRICT  
SPECIAL ASSESSMENT REVENUE  
REFUNDING BOND, SERIES 2021**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
3.05% (subject to adjustment)	May 1, 2041	_____, 2021

Registered Owner: -----CAPITAL ONE PUBLIC FUNDING, LLC-----

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the Sunshine Water Control District, a water control district created under the laws of the State of Florida (the “District”), for value received, hereby promises to pay, from the Pledged Revenues, hereinafter mentioned, to the Registered Owner or registered assigns on the Maturity Date specified above in accordance with the provisions of the herein defined Resolution, payable by Regions Bank, as paying agent (said Regions Bank and any bank or trust company becoming successor paying agent being herein called the “Paying Agent”), the Principal Amount stated hereon with interest thereon at the Interest Rate stated above, payable on the first day of May of each year, commencing May 1, 2022 until the District’s obligation with respect to the payment of such principal sum shall be discharged. Principal of and interest on this Bond is payable by wire transfer (as described below) to the Holder of this Bond who shall appear on the registration books of Regions Bank, as registrar (said Regions

Bank and any bank or trust company becoming successor registrar being herein called the “Registrar”), on the fifteenth day of the calendar month preceding each May 1 and November 1, commencing November 1, 2021, or the day prior to the date notice of redemption is given, whether or not such day is a Saturday, Sunday or holiday (the “Record Date”). Payment of principal of and interest on the 2021 Bonds (as herein defined) will be transmitted by wire transfer, or other form of electronic payment in accordance with written instructions provided by the Holder, to the Holder to the domestic bank account number on file with the Paying Agent as of the Record Date, or, with the Holder’s written consent, by such other commercially reasonable method of payment, without the necessity of the Holder to deliver a statement or invoice. Such interest shall be payable from the most recent Payment Date next preceding the date of authentication to which interest has been paid, unless the date hereof is a May 1 or a November 1 to which interest has been paid, in which case from the date of authentication, or unless the date hereof is prior to November 1, 2021, in which case from the Dated Date, or unless the date hereof is between a Record Date and the next succeeding Payment Date, in which case from such Payment Date; provided, however, that if and to the extent there is a default in the payment of principal of or interest due on such Payment Date, such defaulted interest payable at the Default Rate shall be paid to the persons in whose name 2021 Bonds are registered on the registration books of the District maintained by the Registrar at the close of business on the fifteenth day prior to a subsequent Payment Date established by notice mailed by the Registrar to the registered owners not less than the tenth day preceding such subsequent Payment Date. The full debt service schedule for the 2021 Bonds is attached to this Bond. The Principal Amount and accrued interest thereon is payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public and private debts. Prior to the Maturity Date or the earlier

payment in full of this Bond, payments of principal of and interest on this Bond will be payable without presentation or surrender hereof.

This Bond is one of an authorized issue of Bonds of the District designated as its Special Assessment Revenue Refunding Bonds, Series 2021 (herein called the “2021 Bonds”), in the aggregate principal amount of \$\_\_\_\_\_ of like date, tender, and effect, issued to pay and redeem the Refunded 2018 Bonds (as defined in the hereinafter referred to Resolution), and for the other purposes as more fully described in the Resolution hereinafter referred to, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly, Chapter 298, Florida Statutes, as amended and supplemented, Chapter 63-609, Laws of Florida, and other applicable provisions of law, and a resolution duly adopted by the Board of Supervisors of said District on June 9, 2021, as may be amended and supplemented from time to time (herein referred to as the “Resolution”), and is subject to all the terms and conditions of the Resolution. Any capitalized term not otherwise defined in this Bond shall have the meaning ascribed to such term in the Resolution.

The 2021 Bonds are not subject to optional redemption prior to May 1, 2031. The 2021 Bonds are subject to optional redemption at the option of the District, in whole on any Payment Date on and after May 1, 2031 at a redemption price of 100% of the Outstanding principal amount of the 2021 Bonds, plus accrued interest to such redemption date. The District shall provide, or cause to be provided, notice of any such optional redemption by electronic means to the Holder at least forty-five (45) days prior to such redemption date.

The 2021 Bonds are subject to principal installment payments on May 1, commencing May 1, in the years and in the principal amounts set forth below:

<u>May 1</u>	<u>Principal Amount</u>
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041*	

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\*Final Maturity

This Bond is payable from and secured by a lien upon and pledge of the Pledged Revenues, all in the manner provided in the Resolution.

“EVENT OF TAXABILITY” means a determination that interest paid or payable on the 2021 Bonds is includible for federal income tax purposes in the gross income of the owner thereof. An Event of Taxability shall be evidenced by (a) a written opinion by an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt municipal finance, (b) notice or other written determination by the Internal Revenue Service or any other government official or agency exercising the same or a substantially similar function from time to time, (c) a judgment of a court of competent jurisdiction, in each case determining that interest paid or payable on the 2021 Bonds is or was includable in the gross income of a holder of the 2021 Bonds for federal income tax purposes or (d) failure of the District to deliver to the Holder, within ninety

(90) days of the Holder's request therefor, an opinion from nationally recognized bond counsel addressed and acceptable to both the Holder and the District that interest paid and payable on the 2021 Bonds is excludible from gross income for federal income tax purposes, provided that if the District obtains, at the Holder's request, the opinion described in this clause (d), the Holder shall pay the reasonable costs for said opinion.

“PLEDGED REVENUES” shall mean with respect to the 2021 Bonds (i) the Special Assessments including, without limitation, those deposited in the Debt Service Account of the Debt Service Fund created and established under the Resolution, including, without limitation, any amount received from any foreclosure proceedings for the enforcement and collection of such Special Assessments or from the issuance and sale of tax certificates issued by Broward County, Florida pursuant to Chapter 197, Florida Statutes, less any administrative costs and costs for collection, (ii) investment income received from the investment of moneys in the Debt Service Fund and account established thereunder, and (iii) any other moneys deposited in the Debt Service Account of the Debt Service Fund or received by the Paying Agent in connection with the repayment of the 2021 Bonds.

“SPECIAL ASSESSMENTS” shall mean the non-ad valorem capital assessments levied by the District pursuant to the provisions of the Act against the benefited lands within the Project Area. The term “Special Assessments” shall not include any non-ad valorem assessments levied by the District for operation and maintenance purposes.

“TAXABLE RATE” shall mean 4.05% per annum with respect to interest on the 2021 Bonds on and after an Event of Taxability has occurred.

Upon the occurrence of an Event of Taxability, this Bond shall bear interest at the Taxable Rate. The District shall also pay the Holder an additional amount equal to the difference between

(A) the amount of actual interest paid on the 2021 Bonds during the Preceding Taxable Period and  
(B) the amount of interest that would have been paid on the 2021 Bonds during the Preceding Taxable Period had the 2021 Bonds borne interest at the Taxable Rate plus an amount equal to any interest, penalties on overdue interest and additions to tax imposed on the Holder on the 2021 Bonds as a result of the Event of Taxability. “Preceding Taxable Period” means the period from (a) the earliest date that any interest paid or payable on the 2021 Bonds is deemed to be includable in gross income for federal tax purposes, which date may be earlier than the date of the Event of Taxability to (b) the date of the Event of Taxability.

Until all of the 2021 Bonds are paid or deemed paid pursuant to the provisions of the Resolution, the District has covenanted to levy and collect such Special Assessments in annual installments, sufficient to pay the principal of and interest on the 2021 Bonds, as the same become due and payable.

The Special Assessments provided for by the Act shall be due and payable and shall be delinquent and shall thereafter bear the same penalties and the payment thereof be enforced by the tax collector of Broward County, Florida, in the same manner and at the same time as the payment of Broward County taxes upon said land is enforced.

The full faith and credit of the District is not pledged for the payment of this Bond, and this Bond does not constitute an indebtedness of the District within the meaning of any Constitutional, statutory or other provision or limitation. The District has no power of ad valorem taxation and no Owner or Owners of any 2021 Bonds issued under the Resolution shall ever have the right to compel the exercise of taxation in any form on any real property in the District to pay the 2021 Bonds or the interest thereon.

It is further agreed between the District and the Owner of this Bond that this Bond and the obligation evidenced thereby shall not constitute a lien upon the 2011 Project financed with the proceeds of the 2011 Bonds, or on any other property of the District, but shall constitute a lien only on the Pledged Revenues pledged thereto, all in the manner provided in the Resolution. The original registered owner, and each successive registered owner of this Bond shall be conclusively deemed to have agreed and consented to the following terms and conditions:

(1) The Registrar shall maintain the books of the District for the registration of Bonds and for the registration of transfers of Bonds as provided in the Resolution. Subject to the restriction on transferability set forth below and in the Resolution, the 2021 Bonds shall be transferable by the registered Owner thereof in person or by his attorney duly authorized in writing only upon the books of the District kept by the Registrar and only upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon the transfer of any such Bond, the District shall issue in the name of the transferee a new 2021 Bond. The 2021 Bonds shall be transferable at the option of the registered Owner thereof to an (a) affiliate of such Owner, or (b) one or more banks, insurance companies or other financial institutions, but subject to the prior written approval of the Board (which shall not be unreasonably withheld if the intended transferee provides a Lender Certificate addressed to the District and the Registrar in substantially the form attached to the Resolution as Exhibit A). Nothing herein shall limit the right of the Owner or its assignees to sell or assign participation interests in this Bond to one or more entities listed in (a) or (b) above without the consent of the Board; provided that any participation, custodial or similar agreement under which multiple ownership interests in this Bond are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or



other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the registered owner of this Bond, including with respect to the exercise of rights and remedies of the registered owner on behalf of such owners upon the occurrence of an event of default under the Resolution.

(2) The District, the Paying Agent and the Registrar shall deem and treat the person in whose name any 2021 Bond shall be registered upon the books kept by the Registrar as the absolute owner of such 2021 Bond, whether such 2021 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such 2021 Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his or her order shall be valid and effectual to satisfy and discharge the liability upon such 2021 Bond to the extent of the sum or sums so paid, and neither the District, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

(3) In all other cases in which the privilege of transferring the 2021 Bonds is exercised, the District shall execute and the Registrar shall authenticate and deliver 2021 Bonds in accordance with the provisions of the Resolution. There shall be no charge for any such transfer of the 2021 Bonds, but the District or the Registrar may require payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such transfer. Neither the District nor the Registrar shall be required (a) to transfer 2021 Bonds for a period of 15 days from a Record Date to the next ensuing Payment Date or 15 days next preceding any selection of 2021 Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer any 2021 Bonds called for redemption. However, if less than all of a 2021 Bond is redeemed or defeased, the District shall execute and the Registrar shall authenticate and deliver, upon the surrender of such 2021 Bond, without charge to the Bondholder, for the unpaid balance

of the principal amount of such 2021 Bond so surrendered, a registered 2021 Bond in the appropriate denomination (which shall be the total principal amount of the 2021 Bond).

This Bond shall not be valid or obligatory for any purpose until the certificate of authentication set forth hereon shall have been duly executed by the Registrar.

It is hereby certified and recited that all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, is in full compliance with all constitutional or statutory limitations or provisions.

IN WITNESS WHEREOF, the Sunshine Water Control District, has caused this Bond to be signed by the President of the Board of Supervisors of the Sunshine Water Control District, either manually or with his facsimile signature, and the seal of said District to be affixed hereto or imprinted or reproduced hereon, and attested by the Assistant Secretary of the Sunshine Water Control District, either manually or with her facsimile signature, all as of the Dated Date.

[SEAL]

**SUNSHINE WATER CONTROL DISTRICT**

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President of the Board of Supervisors of the Sunshine  
Water Control District

Attest:

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Assistant Secretary of the Sunshine  
Water Control District

## DEBT SERVICE SCHEDULE

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This Bond is one of the 2021 Bonds delivered pursuant to the within mentioned Resolution.

REGIONS BANK, as Registrar

By: \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT AND TRANSFER**

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

---

(please print or typewrite name and address of transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

In the presence of: \_\_\_\_\_

**ARTICLE III  
COVENANTS, FUNDS AND APPLICATION THEREOF**

**Section 1. BONDS NOT TO BE INDEBTEDNESS OF THE DISTRICT.** The 2021 Bonds shall not be or constitute an indebtedness of the District within the meaning of any Constitutional, statutory or other limitation or indebtedness, but shall be payable solely from a lien on and pledge of the Pledged Revenues as herein provided. The District has no power of ad valorem taxation and no Owner or Owners of any 2021 Bonds issued hereunder shall ever have the right to compel the exercise of taxation in any form on any real property in the District to pay the 2021 Bonds or the interest thereon. The 2021 Bonds shall not constitute a lien on any property owned by the District. Special Assessments shall be levied and collected annually against the property benefited within the Project Area from the 2011 Project in an amount sufficient to pay the principal of and interest on the 2021 Bonds. The Special Assessments provided for by the Act shall be due and payable and shall be delinquent and shall thereafter bear the same penalties, and the payment thereof shall be enforced by the tax collector of Broward County, Florida, in the same manner and at the same time as the payment of County taxes upon said land is enforced. The right to foreclose delinquent special assessments shall be as provided in the Act.

**Section 2. BONDS SECURED BY LIEN ON AND PLEDGE OF THE PLEDGED REVENUES.** The payment of the principal of, and interest on all of the 2021 Bonds issued hereunder shall be secured forthwith equally and ratably by a lien on and pledge of the Pledged Revenues in an amount sufficient to pay the principal of and interest on the 2021 Bonds, herein authorized, and to make the required payments into the Debt Service Fund, hereinafter created, and all other payments provided for in this Resolution as the same become due and payable. The Board shall provide that the Special Assessments are levied annually and collected pursuant to the provisions of the Act, as long as it may be necessary to pay the 2021 Bonds.

**Section 3. CONDITIONS FOR ISSUANCE OF THE 2021 BONDS.** Prior to the issuance of the 2021 Bonds, the District shall comply with the following conditions:

- A. Deliver to the Lender a certified copy of this Resolution; and
- B. Deliver to the Lender a fully executed arbitrage tax certificate relating to the 2021 Bonds; and
- C. Deliver to the Lender a copy of a completed Form 8038-G to be filed by the District with the Internal Revenue Service with respect to the 2021 Bonds; and
- D. Deliver to the Lender an opinion of Bond Counsel (addressed to the Lender or a reliance letter addressed to the Lender) satisfactory to the Lender, regarding the due authorization, execution, delivery, validity and enforceability of the 2021 Bonds and the due adoption of this Resolution (enforceability of such instrument may be subject to standard bankruptcy exceptions and the like), the discharge of the 2018 Refunded Bonds, that the interest on such 2021 Bonds, is excludable from gross income for federal income tax purposes, interest on the 2021 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and that the 2021 Bonds are not specified “private activity bonds” within the meaning of Section 57(a)(5) of the Code; and
- E. Deliver to the Lender an opinion of general counsel of the District (unless such matters are to be covered in the opinion of Bond Counsel described in D. above), satisfactory to the Lender, regarding the due authorization, execution, delivery, validity and enforceability of the 2021 Bonds and the Trust Agreement and the due adoption of this Resolution (enforceability may be subject to standard bankruptcy exceptions and the like); and
- F. Deliver to the Lender one or more certificates of the District in form satisfactory to the Lender; and



G. Deliver such other certificates or documents as the Lender shall reasonably require.

In addition, the Lender shall deliver to the District on or before the date of issue of the 2021 Bonds the Certificate of Lender in the form attached hereto as Exhibit "A" and the disclosure and truth-in-bonding statements required by Section 218.385, Florida Statutes.

**Section 4. COVENANTS OF THE DISTRICT.** As long as any of the principal of or interest on any of the 2021 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Debt Service Fund, a sum sufficient to pay, when due, the entire principal of the 2021 Bonds remaining unpaid, together with interest accrued and to accrue thereon, or until the 2021 Bonds are optionally redeemed prior to the Maturity Date or until the provisions of Section 5.I of this Article III have been complied with, the District covenants with the Owners of any and all of the 2021 Bonds issued pursuant to this Resolution as follows:

A. Special Assessments. The Board will levy and collect annual installments of the Special Assessments levied upon all of the assessable lands within the Project Area in proportion to the benefits assessed against such lands, as previously determined by the District Engineer in accordance with the provisions of the Act with respect to the Special Assessments in amounts sufficient to pay the principal of and interest on the 2021 Bonds. Such annual installments shall become due and be collected in each year at the same time that County taxes are due and collected. The levy of such annual installments shall be evidenced and certified by the Board not later than September 15 of each year or such other date as may be prescribed by applicable law to the Tax Collector of Broward County, Florida. Until all of the 2021 Bonds have been paid or provisions made therefor, the District will not create or permit to be created any charge or lien on the Pledged Revenues (including the Special Assessments) or amounts in the funds and account

created herein ranking equal with, prior to or subordinate to the lien on the Pledged Revenues (including the Special Assessments) securing the 2021 Bonds as provided for herein. The District covenants to utilize the Uniform Method (as herein defined) to collect the Special Assessments.

B. Tax Covenant.

1. In order to maintain the exclusion of the interest on the 2021 Bonds from gross income for federal income tax purposes pursuant to Section 103(a) of the Code, and for no other purpose, the District covenants to comply with each applicable requirement of the Code. The District covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the 2021 Bonds or the facilities refinanced by the 2021 Bonds) if taking, permitting or omitting to take such action would cause any of the 2021 Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the 2021 Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the District agrees to comply with the provisions of the arbitrage certificate executed by the District on the date of initial issuance and delivery of the 2021 Bonds.

2. The District covenants that the District shall make any and all payments required to be made to the United States Department of the Treasury in connection with the 2021 Bonds pursuant to Section 148(f) of the Code from amounts on deposit in the fund and accounts established in connection with the 2021 Bonds or from other legally available funds of the District.

3. Notwithstanding any other provision of this Resolution to the contrary, as long as necessary in order to maintain the exclusion of the interest on the 2021 Bonds

from gross income for federal income tax purposes, the covenants contained in this Section shall survive the payment of the 2021 Bonds and the interest thereon, including any payment or discharge thereof pursuant to Section 5.I. of this Article III.

C. Establishment of the Debt Service Fund and Account Therein. There is hereby created and established with the Trustee a Debt Service Fund consisting of a Debt Service Account created pursuant to the Trust Agreement shall be applicable to the 2021 Bonds, when and if issued. The Debt Service Fund and the account therein shall constitute trust funds for the benefit of the Holders of the 2021 Bonds until so applied in accordance with the terms hereof and the terms of the Trust Agreement.

D. Disposition of Pledged Revenues. The Treasurer of the District shall deposit the Special Assessments levied and collected into the Debt Service Account of the Debt Service Fund at such times (but in no case later than the Business Day next preceding a Payment Date) and in such amounts as shall be sufficient to make full and timely payments of the principal of and interest on the 2021 Bonds, as the same become due and payable, in each year that the 2021 Bonds are Outstanding and unpaid. Subject to the provisions of the arbitrage certificate relating to the 2021 Bonds, the District may direct the Trustee in writing to invest the moneys on deposit in the Debt Service Account of the Debt Service Fund in Permitted Investments to mature not later than such times as shall be necessary to pay debt service on the 2021 Bonds (whether at maturity, by redemption, or otherwise).

E. Enforcement of Payment of Special Assessments. For as long as the District is utilizing the uniform method for the collection of the Special Assessments, as provided in Chapter 197, Florida Statutes, as amended and supplemented (herein, the “Uniform Method”), or any successor laws thereto, the enforcement of the payment of the Special Assessments shall be as

provided therein. If, at any time, the District shall discontinue to utilize such Uniform Method of collection or such Uniform Method is no longer available to the District, the District will, within the time required by law, institute such action to enforce the collection of all delinquent Special Assessments and all Special Assessments hereafter levied which may become delinquent or any installments thereof in the manner provided by the Act. In the event the District or its designee, by virtue of any such enforcement proceedings, shall become the owner of any such lands, all lands so acquired shall be held by it in trust for the benefit of the Owners of the 2021 Bonds, and the proceeds derived from the resale of any such lands shall be deposited in the Debt Service Account and used for the purpose of paying the principal of and interest on such Bonds.

No Bondholder shall ever have the right to present any 2021 Bonds in payment of the Special Assessments levied in the District, and the District covenants that none of the 2021 Bonds will be accepted in payment of any such Special Assessment.

F. Books and Records. The District will, at the end of each Fiscal Year, prepare or cause to be prepared a written report setting forth the collections received, the number and amount of delinquencies and an estimate of time for conclusion of such legal proceedings. Such report shall be delivered to the Bondholders. Upon the written request of the Lender, the District will cause a copy of the District's audited financial statements to be delivered to each Owner of the 2021 Bonds not later than 270 days after the end of each Fiscal Year or as soon as the financial statements are available. In addition, upon the written request of the Lender, the District will provide a copy of its final approved budget within thirty (30) days of its adoption or as soon as the budget is available.

G. Remedies. Any Owner of Bonds or any trustee acting for such Owners in the manner hereinafter provided, may either at law or in equity, by suit, action, mandamus or other

proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the District or by any officer thereof, including the levy and collection of annual installments of the Special Assessments.

The Owner or Owners of 2021 Bonds in an aggregate principal amount of not less than fifty-one per centum (51%) of the 2021 Bonds issued under this Resolution then Outstanding may by a duly executed certificate in writing appoint a trustee for Owners of Bonds issued pursuant to this Resolution with authority to represent such Owners in any legal proceedings for the enforcement and protection of the rights of such Owners. Such certificate shall be executed by such Owners or their duly authorized attorneys or representatives, and shall be filed in the office of the Secretary.

Acceleration of the payment of principal of and interest on the 2021 Bonds shall not be a remedy available to the Owners of the 2021 Bonds.

In addition to the foregoing, if the District shall fail to pay any principal of or interest on the 2021 Bonds when due, the 2021 Bonds shall bear interest at the Default Rate until such non-payment has been cured.

H. Maximum Rate. Notwithstanding any of the foregoing, it is the intention of the Lender (and any subsequent Owner of any of the 2021 Bonds) and the District that the interest rate on the 2021 Bonds shall never exceed the maximum rate permitted by law (the “Maximum Rate”). In the event the adjustment provided for in paragraph G. of this Section 5 as a result of any of the 2021 Bonds bearing interest at the Default Rate, would produce an interest rate on the 2021 Bonds in excess of the Maximum Rate (determined by a court of competent

jurisdiction to be additional interest), the Bondholder shall not be entitled to receive interest in excess of the Maximum Rate (herein, such amount is referred to as “Excess Interest”). At any time thereafter, to the extent permitted by law, if the 2021 Bonds shall bear interest at an Interest Rate, which is less than the Maximum Rate, the District shall also pay to the Owner the unpaid Excess Interest until the earlier of (i) the Maturity Date, (ii) the date all of the Excess Interest has been paid, or (iii) any date the combination of the Interest Rate on the 2021 Bonds, plus the Excess Interest, would exceed the Maximum Rate.

I. Discharge and Satisfaction of 2021 Bonds. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the 2021 Bonds in anyone or more of the following ways:

1. by paying the principal of and interest on 2021 Bonds when the same shall become due and payable;

2. by depositing in the Debt Service Fund or such other funds or accounts which are irrevocably pledged to the payment of the 2021 Bonds as the District may hereafter create and establish by proper proceedings moneys which, together with other moneys lawfully available therefor and deposited therein, if any, shall be sufficient at the time of such deposit to pay the 2021 Bonds, and interest as the same become due on said 2021 Bonds on or prior to the redemption date or on the maturity date thereof; or

3. by depositing in the Debt Service Fund or such other funds or accounts which are irrevocably pledged to the payment of the 2021 Bonds as the District may hereafter create and establish by proper proceedings moneys which, together with other moneys lawfully available therefor and deposited therein, if any, when invested in Defeasance Obligations will provide moneys which shall be sufficient to pay the 2021 Bonds, and interest as the same shall

become due on said 2021 Bonds on their redemption date or on the maturity date thereof. Sufficiency shall be established by a verification report prepared by an independent certified accounting firm.

Upon such payment or deposit in the amount and manner provided in this Section 5.I of Article III of this Resolution, the 2021 Bonds shall no longer be deemed to be Outstanding for the purposes of this Resolution and all liability of the District with respect to the 2021 Bonds shall cease, terminate and be completely discharged and extinguished, and the Owners thereof shall be entitled for payment solely out of the moneys or securities so deposited.

J. The 2021 Bonds shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by CUSIP Global Services.

#### **ARTICLE IV BOND DELEGATION AND DETAILS**

**Section 1. REDEMPTION PROVISIONS.** The 2021 Bonds may not be optionally redeemed prior to May 1, 2031. The 2021 Bonds may be redeemed at the option of the District, in whole on any Payment Date on or after May 1, 2031 at a redemption price of 100% of the principal amount of Outstanding 2021 Bonds to be optionally redeemed plus accrued interest to such optional redemption date.

The 2021 Bonds are also subject to principal installment payments prior to maturity on May 1, in such years, at a price of par plus accrued interest to the date of payment in the annual amounts set forth in the 2021 Bond certificate delivered to the Lender.

Notice of optional redemption of the 2021 Bonds shall be mailed, postage prepaid, by the Registrar not less than forty-five (45) days before the date fixed for redemption to the registered

owners of any 2021 Bonds or portions of 2021 Bonds which are to be redeemed by electronic means. No notice of redemption shall be required for any scheduled principal installment payments.

**Section 2. NEGOTIATED PRIVATE PLACEMENT.** That the Board hereby finds that, due to the complicated nature of the financing, that it would be in the best interest of the District that the 2021 Bonds be privately placed by the Placement Agent (as herein defined) on a negotiated basis to the Lender.

**Section 3. APPOINTMENT OF PLACEMENT AGENT.** That the District hereby appoints B.C. Ziegler and Company, an Illinois corporation (the “Placement Agent”), to serve as Placement Agent to assist the District in a par-to-par exchange with the Lender.

**Section 4. PAYING AGENT, REGISTRAR, AND TRUSTEE.** That Regions Bank is hereby appointed as paying agent (the “Paying Agent”) and registrar (the “Registrar”) for the 2021 Bonds. Regions Bank’s prior appointment as trustee (the “Trustee”) under the Trust Agreement is applicable with respect to the 2021 Bonds issued. By the acceptance of such appointments, Regions Bank agrees to comply with the terms of the Trust Agreement and this Resolution applicable to it.

**Section 1. TRUST AGREEMENT.** That the Trust Agreement between the District and the Trustee in the form attached hereto as Exhibit “B” is hereby approved and the President or, in the absence of the President, the Vice President, is authorized to execute and deliver the Trust Agreement when in final form as determined by District Counsel.



**ARTICLE V  
MISCELLANEOUS PROVISIONS**

**Section 1. MODIFICATION OR AMENDMENT.** No material modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of 100% of the Owners.

**Section 2. NO ADVISORY OR FIDUCIARY RELATIONSHIP.** In connection with all aspects of the loan transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the District acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, and regulatory advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Lender is not acting as a municipal advisor or financial advisor to the District and (v) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the District with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the District on other matters); (b) (i) the Lender is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the District, or any other person and (ii) the Lender has no obligation to the District, with respect to the transactions contemplated hereby except those obligations expressly set forth herein; (c) notwithstanding anything herein to the contrary, it is the intention of the District and the Lender that the 2021 Bonds, this Resolution, the Trust Agreement and the Commitment represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Lender is delivered solely to

evidence the repayment obligations of the District under such loan document; and (d) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the District, and the Lender has no obligation to disclose any of such interests to the District. To the fullest extent permitted by law, the District hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of the loan transaction contemplated hereby. The transactions contemplated herein and in the 2021 Bonds are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq., to the extent that such rules apply to the transactions contemplated hereunder.

In the event the District files with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), this Resolution, the 2021 Bonds or any description of the material terms thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, or any other document or certificate signed or delivered by the Lender, either voluntarily or as required pursuant to a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule") (each such posting, an "EMMA Posting"), the District shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information (as defined below). The District acknowledges and agrees that the Lender is not responsible for the District's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those

relating to the Rule. “Confidential Information” means any sensitive or confidential information regarding the District or the Lender including, without limitation, address and account and wiring information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees or representatives of the District and the Lender.

**Section 3. PERMISSION TO USE INFORMATION.** The District agrees and consents that Lender shall be permitted to use information related to the loan transaction in connection with marketing, press releases or other transactional announcements or updates provided to investors.

**Section 4. PATRIOT ACT NOTICE.** The Lender hereby notifies the District that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), the Lender may be required to obtain, verify and record information that identifies the District, which information includes the name and address of the District and other information that will allow the Lender to identify the District in accordance with such Act.

**Section 5. WAIVER OF JURY TRIAL.** The District knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution, the Trust Agreement, the Commitment or the 2021 Bonds, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the 2021 Bonds, the Trust Agreement, the Commitment or this Resolution.

**Section 6. NOTICE TO LENDER.** As required by the Proposal, the District Manager has provided written notice to the Lender at least forty (40) days prior to the date of issuance of the 2021 Bonds to the effect that the District intends to refund the 2018 Refunded

Bonds on or before July 15, 2021. The Board hereby ratifies and approves the giving of such notice.

**Section 7. REPEALER.** All resolutions or parts of resolutions and all sections and parts of sections in conflict herewith shall be and hereby are repealed.

**Section 8. FURTHER AUTHORIZATION.** The President, the Vice President, any other member of the Board, the Secretary and any other Assistant Secretary and other proper officers of the District are, and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the applicable provisions of the Act.

**Section 9. APPLICABLE LAW AND VENUE.** The 2021 Bonds shall be governed by any applicable federal law and the internal laws of the state of Florida. The District agrees that certain material events and occurrences relating to the 2021 Bonds bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of this Resolution and shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the 2021 Bonds, the District consents to the jurisdiction and venue of any court located in the State of Florida.

**Section 10. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining

covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of the Resolution or of the 2021 Bonds issued hereunder.

**Section 11. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**BOARD OF SUPERVISORS, SUNSHINE  
WATER CONTROL DISTRICT**

(SEAL)

ATTEST:

By: \_\_\_\_\_  
President

Date: June 9, 2021

\_\_\_\_\_  
Assistant Secretary, Board of Supervisors  
Sunshine Water Control District

**EXHIBIT "A"**

**FORM OF LENDER'S CERTIFICATE**

I, \_\_\_\_\_, \_\_\_\_\_ of Capital One Public Funding, LLC, Melville, New York ("*COPF*"), do hereby certify as follows with regard to the Special Assessment Revenue Refunding Bonds, Series 2021, in the principal amount of \$ \_\_\_\_\_ (the "*Loan Obligation*"), dated \_\_\_\_\_, 2021, issued by Sunshine Water Control District, Florida (the "*District*"):

1. COPF has full power and authority to carry on its business as now conducted, deliver this Certificate and make the representations and certifications contained herein.

2. COPF is a lender that regularly extends credit to state and local governments by making loans and repayment obligations which are evidenced by obligations such as the Loan Obligation; has knowledge and experience in financial and business matters that make it capable of evaluating the District, the Loan Obligation and the risks associated with the extension of credit evidenced by the Loan Obligation; has the ability to bear the economic risk of extending the credit evidenced by the Loan Obligation; and is a limited liability company controlled by a bank, and engaged in the primary business of extending credit and making loans to state and local governments and non-profit entities and has total assets in excess of \$1 billion. COPF is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its extension of credit evidenced by the Loan Obligation.

3. COPF has conducted its own investigation of the financial condition of the District, the purpose for which the Loan Obligation is being executed and delivered and of the security for the payment of the principal of and interest on the Loan Obligation, and has obtained such information regarding the Loan Obligation and the District and its operations, financial condition and financial prospects as COPF deems necessary to make an informed lending decision with respect to its extension of credit evidenced by the Loan Obligation.

4. COPF is extending credit to the District evidenced by the Loan Obligation as a vehicle for making a commercial loan for its own loan account, with the present intention of holding the Loan Obligation to maturity or earlier prepayment, provided that COPF retains the right at any time to dispose of the Loan Obligation or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by COPF shall be made in accordance with applicable law and the provisions of the Loan Obligation and related documents to (a) an affiliate of COPF; or (b) one or more banks, insurance companies or other financial institutions. Nothing herein shall limit the right of COPF or its assignees to sell or assign participation interests in the Loan Obligation to one or more entities listed in (a) or (b) of this Section 4, provided that any participation, custodial or similar agreement under which multiple ownership interests in the Loan Obligation are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the registered owner of the Loan Obligation, including with respect to the exercise of rights and remedies of the registered owner on behalf of such owners upon the occurrence of an event of default under the Loan Obligation.

5. COPF acknowledges that the Loan Obligation (a) has not been registered under the Securities Act of 1933, as amended, and has not been registered or otherwise qualified for sale under the securities laws of any state, (b) will not be listed on any securities exchange and (c) there is no established market for the Loan Obligation and that none is likely to develop. COPF understands and acknowledges that (i) its extension of credit evidenced by the Loan Obligation is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and (ii) in connection with its extension of credit evidenced by the Loan Obligation, the District has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document.

6. COPF is acting solely for its own loan account and not as a fiduciary for the District or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary. It has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the District (including to any financial advisor or any placement agent engaged by the District) with respect to the structuring, issuance, sale or delivery of the Loan Obligation. COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the District (or any financial advisor or any placement agent engaged by the District) with respect to the transactions relating to the structuring, issuance, sale or delivery of the Loan Obligation and the discussions, undertakings and procedures leading thereto. Each of the District, its financial advisor and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Loan Obligation from its own financial, legal, tax and other advisors (and not from the undersigned or its affiliates) to the extent that the District, its financial advisor or its placement agent desires, should or needs to obtain such advice. The undersigned expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the District's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the District's financial advisor or placement agent, with respect to any such matters. The transactions between the District and COPF are arm's length, commercial transactions in which COPF is acting and has acted solely as a principal and for its own interest and COPF has not made recommendations to the District or any financial advisor or any placement agent engaged by the District with respect to the transactions relating to the Loan Obligation.

7. COPF hereby consents to the Modifications in the resolution of the District relating to the Loan Obligations, which Modifications relate to certain provisions of Resolution No. 2019-02 adopted on October 10, 2018.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CAPITAL ONE PUBLIC FUNDING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "B"**

**FORM OF TRUST AGREEMENT**

38708487v7/999903.000124



## **TRUST AGREEMENT**

**THIS TRUST AGREEMENT** (herein, the “Agreement”), made and entered into as of the 1st day of July, 2021, by and between Sunshine Water Control District, a water control district (hereinafter called “District”), within the meaning of Chapter 298 Florida Statutes, as amended and supplemented, Chapter 63-609, Laws of Florida, as amended and supplemented, and other applicable provisions of law (collectively, the “Act”), and Regions Bank, an Alabama banking corporation having a designated corporate trust office in Jacksonville, Florida (hereinafter called the “Trustee”);

### **W I T N E S S E T H:**

**WHEREAS**, this Agreement is being entered into pursuant to the provisions of the Section 298.47(2) of the Act; and

**WHEREAS**, the District has heretofore issued its \$11,685,000 Taxable Special Assessment Revenue Refunding Bonds, Series 2018 (herein, the “2018 Bonds”) pursuant to Resolution No. 2019-01 duly adopted on October 10, 2018 (the “2018 Resolution”); and

**WHEREAS**, the District adopted Resolution No. 2021-07 on June 9, 2021 (the “2021 Resolution”) authorizing the issuance of its Special Assessment Revenue Refunding Bonds, Series 2021 in the principal amount of not exceeding \$11,995,000 (herein, the “2021 Bonds”); and

**WHEREAS**, the District, pursuant to the 2021 Resolution, established a Debt Service Fund, including a Debt Service Account therein and provided for money to be paid into such account to pay debt service on the 2021 Bonds; and

**WHEREAS**, the District hereby directs the Trustee to create and establish a temporary fund hereunder called the Cost of Issuance Fund, and provided for payment therein of a portion of the proceeds to be derived from the sale of the 2021 Bonds, to pay the costs of issuance of the 2021 Bonds in the amounts and to the persons set forth in final numbers prepared by B.C. Ziegler & Company, as placement agent; and

**WHEREAS**, the Trustee may conclusively rely on such final numbers to pay the costs of issuance if so directed in writing by the District; and

**WHEREAS**, pursuant to the 2021 Resolution, Regions Bank has been appointed Trustee, Registrar and Paying Agent for the 2021 Bonds; and

**WHEREAS**, it is considered advisable and in the best interest of the District and the holders of the 2021 Bonds that the terms of the trust be set forth in writing; and

**WHEREAS**, the Trustee is willing to accept the appointment as trustee for the above funds, account, and the execution of this Agreement by the District has been duly authorized by the Board, and the execution of this Agreement by the Trustee has been duly authorized by the existing authorizations of Regions Bank.

**NOW, THEREFORE**, it is mutually covenanted and agreed by and between the District and the Trustee as follows:

**Section 1. Defined Terms.** That all defined terms in the 2021 Resolution which appear in this Agreement shall have the meaning ascribed to them by the 2021 Resolution, unless the context herein otherwise requires. In connection with any of the provisions of this Agreement which are equally applicable to Regions Bank, in its capacity as Registrar and Paying Agent, the reference herein to “Trustee” shall also mean Registrar and Paying Agent.

**Section 2. Appointment of Trustee.** That Regions Bank is hereby appointed Trustee to do and perform all acts required of the Trustee under the 2021 Resolution and in accordance with the provisions of this Agreement.

**Section 3. Funds Held by Trustee.** That the Debt Service Fund, the Debt Service Account therein, and the Cost of Issuance Fund created by the 2021 Resolution are hereby established with and shall be held by the Trustee.

**Section 4. Disposition of Trust Funds.** That there is annexed hereto as Exhibit A, and incorporated herein by reference, a copy of the 2021 Resolution, which bear directly upon the duties of the Trustee and the manner of handling such funds and account.

(a) From the proceeds derived from the sale of the 2021 Bonds, there shall be deposited into the Cost of Issuance Fund the amount of \$ \_\_\_\_\_, to be used to pay the costs of issuing the 2021 Bonds, as so directed by the District.

(b) The balance of the proceeds from the sale of the 2021 Bonds shall be credited by Capital One Public Funding, LLC, as registered owner of the 2018 Bonds and purchaser of the 2021 Bonds for the immediate retirement of the 2018 Bonds.

(c) All moneys deposited in the Debt Service Fund (including the Debt Service Account therein) shall be held by the Trustee in trust and applied solely to the payment of the principal of and interest on the 2021 Bonds in accordance with the provisions of the 2021 Resolution.

(d) Payments from the Debt Service Fund (including the Debt Service Account therein) for the payment of the principal of and interest on the 2021 Bonds as the same become due shall be made by the Trustee to the Paying Agent named in the 2021 Bonds or any successor paying agent, prior to the applicable Payment Date of the 2021 Bonds, and without further authority, act or resolution of the Board. Any moneys remaining in the Cost of Issuance Fund six (6) months after the issuance of the 2021 Bonds shall be transferred to the Debt Service Account. Moneys on deposit in the Cost of Issuance Fund are not Pledged Revenues.

(e) The Trustee shall temporarily invest or reinvest any money in the Debt Service Fund (including the Debt Service Account therein), pursuant to the written instructions of any member of the Board or the written instructions of the District Manager, on behalf of the District consistent with the provisions of the 2021 Resolution. All interest or income earned upon any of the investments or reinvestments shall remain on deposit in the Debt Service

Account. The Trustee shall provide to the District monthly account statements not later than fifteen (15) days after the end of the month for which such statements relate.

**Section 5. Inspection of Documents.** That any requests for payment from the Cost of Issuance Fund received by the Trustee as required herein, and evidence of payment, shall be retained in possession of the Trustee in accordance with its retention policies then in effect, subject at all reasonable times to the inspection of the Board, the holders of the 2021 Bonds and the agents and representatives thereof.

**Section 6. Acceptance of Trust.** That the Trustee accepts and agrees to execute the trust hereby created, but only upon the terms set forth in this Agreement to all of which the parties hereto agree.

**Section 7. Disclaimer of Trustee; Indemnification.** The recitals of fact contained herein, in the 2021 Resolution and in the 2021 Bonds (other than the certificate of authentication) shall be taken as statements of the District and the Trustee assumes no responsibility for the correctness of such recitals. The Trustee makes no representation as to the validity or sufficiency of this Agreement, the 2021 Resolution or of any 2021 Bonds issued thereunder or as to the security afforded by the 2021 Resolution and this Agreement, and the Trustee shall incur no liability in respect thereof. The Trustee shall be under no responsibility or duty with respect to the application of any moneys properly paid to it except as provided herein and in the 2021 Resolution or as otherwise expressly agreed by the Trustee. The duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement and the 2021 Resolution, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement and the 2021 Resolution, and no implied covenants or obligations shall be read into this Agreement or into the 2021 Resolution against the Trustee. The Trustee shall not be liable in connection with the performance of its duties under this Trust Agreement and the 2021 Resolution, except for its own negligence or willful misconduct.

To the extent permitted by applicable law, the District hereby indemnifies and agrees to hold the Trustee harmless against any losses, damages, liabilities, costs and expenses which it may incur as a result of any instructions given by the District, or anyone acting on behalf of the District, to the Trustee under this Agreement, the 2021 Resolution, any investment agreement, repurchase agreement or other agreement relating to the investment of monies held under or pursuant to the 2021 Resolution or this Agreement, including without limitation, any claim, demand, suit, action or proceeding relating to the investment, withdrawal or disposition of funds held under any such agreement.

**Section 8. Use of Agents or Attorneys by Trustee.** That the Trustee may execute any of the trusts or powers hereof and perform the duties required by it, by or through attorneys, agents, or employees, and shall be entitled to advice of counsel concerning all matters of trust hereof and its duty hereunder.

**Section 9. Reliance by Trustee Upon Documents of District.** That the Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, facsimile transmission, electronic mail communication, request, consent, statement, affidavit, certification, voucher, bond or other paper or document which it shall in good faith

believe to be genuine and to have been passed or signed by the proper officers, agents or employees of the District, or to have been prepared and furnished pursuant to any of the provisions of this Agreement or the 2021 Resolution; and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statement.

**Section 10. Construction of Agreement by Trustee.** That the Trustee may construe any of the provisions of this Agreement insofar as the same may appear to be ambiguous or inconsistent with any other provisions hereof, and any construction of any such provisions thereof by the Trustee in good faith shall be binding upon the parties hereto.

**Section 11. Resignation of Trustee.** That the Trustee may resign and be discharged of the trust created by this Agreement by executing any instrument in writing resigning such trust, specifying the date when such resignation shall take effect, and filing the same with the Assistant Secretary of the Board not less than 60 days before the date specified in such instrument when such resignation shall take effect. Such resignation shall take effect on the day specified in such instrument unless a successor trustee shall be previously appointed as hereinafter provided, in which event such resignation shall take effect immediately on the appointment of such successor trustee.

**Section 12. Removal of Trustee.** That any Trustee hereunder may be removed at any time by an instrument in writing, appointing a successor to the Trustee so removed, filed with the Trustee at least 60 days before the removal is to become effective, signed by the proper officials of the District and consented to by the Owner of at least a majority of the principal amount of the 2021 Bonds, as the case may be; provided, however, that no successor Trustee shall be appointed by the Board unless such successor trustee (or its parent) shall be a corporation with trust powers organized under the banking laws of the United States or the State of Florida and shall have at the time of appointment capital and surplus of not less than \$50,000,000 or \$500,000,000 in trust assets under management.

**Section 13. Vacancy in Office of Trustee.** That, at any time the Trustee, or any trustee hereinafter appointed, shall resign, or shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason a vacancy shall exist in the office of trustee, a successor shall be appointed by the Board with the written consent of at least a majority of the principal amount of the Owner of the 2021 Bonds, as the case may be.

**Section 14. Transfer of Trust Estate to Successor Trustee.** That any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Board an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estate, property, rights, powers, trusts, duties and obligations of its predecessors in the trust hereunder, with like effect as if originally named trustee herein. Upon the request of such trustee, the trustee ceasing to act and the District shall execute and deliver an instrument transferring to such successor trustee all the estates, properties, rights, powers and trust hereunder of the trustee so ceasing to act; and the trustee so ceasing to act shall pay over to the successor trustee all money at the time held by it hereunder.

**Section 15. Consolidation or Merger of Trustee.** That any corporation into which any trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidations to which any trustee hereunder shall be a party, or any corporation which shall have purchased substantially all of the corporate trust assets of the Trustee, shall be the successor trustee under this Agreement without the execution or filing of any paper or further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

**Section 16. Payment of Fee and Expenses of Trustee.** The District shall pay the Trustee an annual administration fee of \$\_\_\_\_\_ and reimburse the Trustee for reasonable expenses, including without limitation, the fees and expenses of Trustee's counsel, if any, from the Debt Service Account of the Debt Service Fund. No further compensation shall be paid by the District to the Trustee. It is further understood and agreed that the fees and expenses received by the Trustee hereunder shall be in consideration of services rendered by Regions Bank, in its capacity as Trustee and as Registrar and Paying Agent.

**Section 17. Modification or Amendment.** That no material modification or amendment of this Agreement or any agreement amendatory hereof or supplemental hereto may be made without the consent in writing of the Owners of 100% of the 2021 Bonds then Outstanding.

**Section 18. Agreement for Benefit of Bondholders.** That this Agreement shall be deemed to have been and is made for the benefit of the holders from time to time of the 2021 Bonds and shall be enforceable by any of the holders thereof in the manner provided in the 2021 Resolution and the laws of Florida.

**Section 19. Trustee's Actions.** The Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Agreement, or to enter any appearance in or defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder on behalf of the Bondholders until it shall receive reasonable assurance that it will be indemnified against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. The Trustee nevertheless may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as Trustee on behalf of the District, without indemnity, and in such case the District, at the request of the Trustee, shall reimburse the Trustee for all costs, expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith.

**Section 20. Notice Provisions.** All notices, demands, certificates or other communications hereunder shall be in writing and shall be deemed sufficiently given or served for all purposes when sent by certified or registered mail, postage-prepaid, return receipt requested or sent by private courier service with proper address as indicated below. Each party may, by written notice given to the other parties, designate any other address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Agreement. Notices sent by private courier services shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance) and any notice sent by registered or certified mail shall be deemed given or served three Business Days after the date of

mailing thereof. Until otherwise so provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

- (a) If to the District: Board of Supervisors  
Sunshine Water Control District  
c/o Wrathell, Hunt & Associates, LLC  
2030 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: Cindy Cerbone
  
- (b) If to the Trustee: Regions Bank  
10245 Centurion Parkway, 2<sup>nd</sup> Floor  
Jacksonville, FL 32256  
Attn: Corporate Trust Services

**Section 21. Incorporation of 2021 Resolution.** That the terms of the 2021 Resolution are hereby incorporated by reference and made a part hereof as if fully set forth herein. It is understood that the 2021 Bonds will only be issued to refund the 2018 Bonds by way of a par-to-par exchange. Under no circumstances will the Trustee be trustee for both the 2018 Bonds and the 2021 Bonds at the same time.

**Section 22. Trust Agreement dated November 1, 2018.** Upon the issuance of the 2021 Bonds, this Agreement shall become effective and that certain Trust Agreement dated as of November 1, 2018 relating to the 2018 Bonds shall no longer be in effect.

**IN WITNESS WHEREOF**, Sunshine Water Control District has caused its seal to be hereunto affixed and attested by the Assistant Secretary of the Board and these presents to be signed by the President of the Board of Supervisors; and Regions Bank has caused this Agreement to be signed by its authorized signatory as of the date of execution set forth below.

(Seal)

**SUNSHINE WATER CONTROL  
DISTRICT**

Attest:

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

Date of Execution: July \_\_, 2021

**REGIONS BANK**

By: \_\_\_\_\_

Name: Janet Ricardo

Title: Vice President and Trust Officer

Date of Execution: July \_\_, 2021

**EXHIBIT "A"**  
**2021 BOND RESOLUTION**

38706910v3/999903.000124



**SUNSHINE  
WATER CONTROL DISTRICT**

**10**

**SUNSHINE  
WATER CONTROL DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2021**

**SUNSHINE  
WATER CONTROL DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2021**

	General Fund	Debt Service Fund Series 2011	Debt Service Fund Series 2018	Total Governmental Funds
<b>ASSETS</b>				
Centennial Bank	\$ 1,482,776	\$ -	\$ -	\$ 1,482,776
Centennial Bank - escrow	80,800	-	-	80,800
Investments				
State Board of Administration				
A Investment account	5,123	-	-	5,123
A Bank maintenance reserve account	2,683	-	-	2,683
A Renewal & replacement reserve account	1,997	-	-	1,997
A Equipment replacement reserve account	211	-	-	211
Centennial Bank - MMA	259,196	-	-	259,196
FineMark Bank - MMA	249,015	-	-	249,015
FineMark Bank - ICS	13,649,543	-	-	13,649,543
Iberia Bank - MMA	5,529	-	-	5,529
Debt service - Wells Fargo	-	61	-	61
Debt service - Regions	-	-	437,296	437,296
Reserve - Wells Fargo	-	83	-	83
Undeposited funds	700	-	-	700
Due from general fund	-	-	25,748	25,748
Total assets	<u>\$15,737,573</u>	<u>\$ 144</u>	<u>\$ 463,044</u>	<u>\$ 16,200,761</u>
<b>LIABILITIES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 5,238	\$ -	\$ -	\$ 5,238
Due to debt service	25,748	-	-	25,748
Deposits payable/trash bonds	149,500	-	-	149,500
Cost recovery deposits	44,460	-	-	44,460
Total liabilities	<u>224,946</u>	<u>-</u>	<u>-</u>	<u>224,946</u>
<b>FUND BALANCES</b>				
Assigned:				
3 months working capital	1,441,052	-	-	1,441,052
Disaster recovery	3,000,000	-	-	3,000,000
Truck replacement	114,000	-	-	114,000
Restricted for				
Debt service	-	144	463,044	463,188
Unassigned	10,957,575	-	-	10,957,575
Total fund balances	<u>15,512,627</u>	<u>144</u>	<u>463,044</u>	<u>15,975,815</u>
Total liabilities and fund balances	<u>\$15,737,573</u>	<u>\$ 144</u>	<u>\$ 463,044</u>	<u>\$ 16,200,761</u>

**SUNSHINE  
WATER CONTROL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year to Date	Adopted Budget	% of Budget
<b>REVENUES</b>				
Assessments	\$ 178,658	\$ 3,164,409	\$ 3,286,254	96%
Interest and miscellaneous	501	4,621	9,000	51%
Permit review fees	4,700	9,600	4,200	229%
Cost recovery	-	-	17,500	0%
Insurance proceeds	-	350	-	N/A
Total revenues	<u>183,859</u>	<u>3,178,980</u>	<u>3,316,954</u>	96%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	-	850	1,800	47%
Supervisors reimbursement	-	-	7,500	0%
Management/accounting/recording	5,163	36,143	61,960	58%
DSF & CPF accounting	1,206	8,443	14,474	58%
Dissemination fee	83	583	1,000	58%
Arbitrage rebate calculation	-	-	750	0%
Trustee	-	4,000	5,000	80%
Audit	1,000	2,500	11,200	22%
Legal	8,031	31,744	95,000	33%
Human resource services	593	4,155	7,123	58%
Communication	-	-	7,500	0%
Dues/subscriptions	-	4,175	4,500	93%
Rent - operations facility	3,823	26,758	45,873	58%
Insurance	-	22,575	30,994	73%
Legal advertising	-	599	2,500	24%
Office supplies and expenses	47	902	1,500	60%
Postage	-	531	1,200	44%
Postage-ROW clearing	-	-	500	0%
Printing and binding	117	817	1,400	58%
Website	-	1,105	3,000	37%
ADA website compliance	-	-	210	0%
Contingencies	78	128	5,000	3%
Total administrative expenses	<u>20,141</u>	<u>146,008</u>	<u>309,984</u>	47%
<b>Field operations</b>				
Salaries and wages	40,365	225,113	438,375	51%
FICA taxes	3,086	17,365	33,536	52%
Special pay	-	1,987	1,650	120%
Bonus program	-	-	1,000	0%
401a retirement plan	4,034	22,500	43,838	51%
Health insurance	15,555	119,044	278,434	43%
Workers' compensation insurance	-	11,605	21,000	55%
Engineering	-	68,678	75,000	92%
Engineering - capital outlay westchester	-	1,806	10,000	18%
Engineering - capital outlay ps1 & ps2	-	27,600	201,860	14%

**SUNSHINE  
WATER CONTROL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year to Date	Adopted Budget	% of Budget
Consulting engineer services	-	2,430	25,000	10%
Cost recovery	-	3,243	17,500	19%
Water quality testing	-	2,264	5,224	43%
Telephone	142	1,160	1,800	64%
Electric	1,191	42,127	85,000	50%
Insurance	-	52,573	38,000	138%
Repairs and maintenance				
Canal banks	-	-	20,000	0%
Canal dredging	-	-	50,000	0%
Culvert inspection & cleaning	-	19,500	100,000	20%
Dumpster service	313	2,400	13,000	18%
Truck & tractor	-	256	21,000	1%
Other	-	85,148	21,000	405%
Operating supplies				
Chemicals	-	27,275	90,000	30%
Fuel	907	4,001	20,000	20%
Fuel-pump station generator	-	-	35,000	0%
Triploid carp	-	-	19,755	0%
Uniforms	148	997	3,217	31%
Other	-	801	4,000	20%
Permit fees, licenses, schools	-	180	5,000	4%
Capital outlay - westchester	1,050	11,596	50,087	23%
Capital outlay - pump station 1 & 2	-	102,090	3,576,385	3%
Field equipment	-	-	35,000	0%
Pump station telemetry	166	1,686	40,000	4%
Contingencies	-	2,781	5,000	56%
Total field operations	<u>66,957</u>	<u>858,206</u>	<u>5,385,661</u>	16%
<b>Other fees and charges</b>				
Tax collector	1,787	31,644	34,232	92%
Property appraiser	1,787	31,644	34,232	92%
Property tax bills - fire & EMS assessment	-	38	100	38%
Total other fees & charges	<u>3,574</u>	<u>63,326</u>	<u>68,564</u>	92%
Total expenditures	<u>90,672</u>	<u>1,067,540</u>	<u>5,764,209</u>	19%

**SUNSHINE  
WATER CONTROL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED APRIL 30, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Adopted Budget</u>	<u>% of Budget</u>
Excess/(deficiency) of revenues over/(under) expenditures	93,187	2,111,440	(2,447,255)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers in - from DSF Series 2018	<u>23,061</u>	<u>408,459</u>	<u>408,255</u>	100%
Total other financing sources/(uses)	<u>23,061</u>	<u>408,459</u>	<u>408,255</u>	100%
Net increase/(decrease) of fund balance	116,248	2,519,899	(2,039,000)	
Fund balance - beginning	15,396,379	12,992,728	9,580,392	
Fund balance - ending				
Assigned:				
3 months working capital	1,441,052	1,441,052	1,441,052	
Disaster recovery	3,000,000	3,000,000	3,000,000	
Truck replacement	114,000	114,000	114,000	
Unassigned	<u>10,957,575</u>	<u>10,957,575</u>	<u>2,986,340</u>	
Total fund balance - ending	<u><u>\$15,512,627</u></u>	<u><u>\$ 15,512,627</u></u>	<u><u>\$ 7,541,392</u></u>	

**SUNSHINE  
WATER CONTROL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2011  
FOR THE PERIOD ENDED APRIL 30, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>	 <u>-</u>	 <u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 144	 144
Fund balances - ending	<u><u>\$ 144</u></u>	<u><u>\$ 144</u></u>

**SUNSHINE  
WATER CONTROL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year To Date	Adopted Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 49,805	\$ 882,150	\$ 916,037	96%
Interest	1	3	-	N/A
Total revenues	<u>49,806</u>	<u>882,153</u>	<u>916,037</u>	96%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	-	280,440	531,668	53%
Total debt service	<u>-</u>	<u>280,440</u>	<u>531,668</u>	53%
<b>Other fees and charges</b>				
Tax collector	498	8,821	9,542	92%
Property appraiser	498	8,821	9,542	92%
Total other fees and charges	<u>996</u>	<u>17,642</u>	<u>19,084</u>	92%
Total expenditures	<u>996</u>	<u>298,082</u>	<u>550,752</u>	54%
Excess/(deficiency) of revenues over/(under) expenditures	48,810	584,071	365,285	160%
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers (out) - to GF	<u>(23,061)</u>	<u>(408,459)</u>	<u>(408,255)</u>	100%
Total other financing sources/(uses)	<u>(23,061)</u>	<u>(408,459)</u>	<u>(408,255)</u>	100%
Net increase/(decrease) in fund balance	25,749	175,612	(42,970)	
Fund balances - beginning	<u>437,295</u>	<u>287,432</u>	<u>264,985</u>	
Fund balances - ending	<u>\$ 463,044</u>	<u>\$ 463,044</u>	<u>\$ 222,015</u>	



# SUNSHINE

Water Control District

Special Assessment Revenue Improvement Bonds, Series 2018

\$11,685,000

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i
11/01/2020		-	280,440.00	280,440.00
05/01/2021		4.800%	251,227.50	251,227.50
11/01/2021		-	222,015.00	222,015.00
05/01/2022		4.800%	222,015.00	222,015.00
11/01/2022		-	222,015.00	222,015.00
05/01/2023	430,000.00	4.800%	222,015.00	652,015.00
11/01/2023		-	213,845.00	213,845.00
05/01/2024	450,000.00	4.800%	213,845.00	663,845.00
11/01/2024		-	205,295.00	205,295.00
05/01/2025	465,000.00	4.800%	205,295.00	670,295.00
11/01/2025		-	196,460.00	196,460.00
05/01/2026	480,000.00	4.800%	196,460.00	676,460.00
11/01/2026		-	187,340.00	187,340.00
05/01/2027	500,000.00	4.800%	187,340.00	687,340.00
11/01/2027		-	177,840.00	177,840.00
05/01/2028	520,000.00	4.800%	177,840.00	697,840.00
11/01/2028		-	167,960.00	167,960.00
05/01/2029	540,000.00	4.800%	167,960.00	707,960.00
11/01/2029		-	157,700.00	157,700.00
05/01/2030	560,000.00	4.800%	157,700.00	717,700.00
11/01/2030		-	147,060.00	147,060.00
05/01/2031	580,000.00	4.800%	147,060.00	727,060.00
11/01/2031		-	136,040.00	136,040.00
05/01/2032	600,000.00	4.800%	136,040.00	736,040.00
11/01/2032		-	124,640.00	124,640.00
05/01/2033	625,000.00	4.800%	124,640.00	749,640.00
11/01/2033		-	112,765.00	112,765.00
05/01/2034	650,000.00	4.800%	112,765.00	762,765.00
11/01/2034		-	100,415.00	100,415.00
05/01/2035	675,000.00	4.800%	100,415.00	775,415.00
11/01/2035		-	87,590.00	87,590.00
05/01/2036	695,000.00	4.800%	87,590.00	782,590.00
11/01/2036		-	74,385.00	74,385.00
05/01/2037	730,000.00	4.800%	74,385.00	804,385.00
11/01/2037		-	60,515.00	60,515.00
05/01/2038	750,000.00	4.800%	60,515.00	810,515.00
11/01/2038		-	46,265.00	46,265.00
05/01/2039	780,000.00	4.800%	46,265.00	826,265.00
11/01/2039		-	31,445.00	31,445.00
05/01/2040	810,000.00	4.800%	31,445.00	841,445.00
11/01/2040		-	16,055.00	16,055.00
05/01/2041	845,000.00	4.800%	16,055.00	861,055.00
<b>Total</b>	<b>\$11,685,000.00</b>	<b>-</b>	<b>\$5,906,957.50</b>	<b>\$17,591,957.50</b>

**SUNSHINE  
WATER CONTROL DISTRICT**

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**MINUTES OF MEETING  
SUNSHINE WATER CONTROL DISTRICT**

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The Board of Supervisors of the Sunshine Water Control District held a Regular Meeting on May 12, 2021, at 6:30 p.m., at La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065.

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**Present were:**

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Joe Morera	President
Ivan Ortiz	Vice President
Daniel Prudhomme	Secretary

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**Also present were:**

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Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Al Malefatto	District Counsel
Bill Capko (via telephone)	Lewis, Longman & Walker, P.A.
Orlando Rubio	District Engineer
Larry Smith	Smith Engineering Consultants
Cory Selchan	Field Superintendent
John McKune (via telephone)	Consultant Engineer
Wes Bradish (via telephone)	Ziegler Investment Banking

39

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Morera called the meeting to order at 6:30 p.m.

**SECOND ORDER OF BUSINESS**

**Roll Call**

All Supervisors were present, in person.

**THIRD ORDER OF BUSINESS**

**Pledge of Allegiance**

All present recited the Pledge of Allegiance.

**FOURTH ORDER OF BUSINESS**

**Public Comments [3-Minute Time Limit]**

40 There were no public comments.

41 ▪ **Bond Refinancing – Wes Bradish**

42 **This item was an addition to the agenda.**

43 Ms. Cerbone introduced Mr. Wes Bradish, an Underwriter from Ziegler Investment  
44 Banking, who has a potential savings opportunity for the District. If the Board would like more  
45 information, a formal presentation would be included on the June agenda and an IBA letter  
46 affirming that Mr. Bradish is not a financial advisor yet provides underwriting services would be  
47 required. Once acknowledgement is approved, a proposed refunding plan for the District could  
48 be presented.

49 Mr. Bradish stated the basis of his presentation would be to refinance the District's  
50 bonds with Capital One Bank, which was the provider that facilitated the original refinancing in  
51 2018, and, given the prevailing interest rate environment, he believed that he would be able to  
52 renegotiate an even better transaction for the District and residents.

53 Ms. Cerbone stated the actual refunding information could not be placed on the agenda  
54 because the Board needs to authorize its understanding and acknowledgement of Mr. Bradish's  
55 role at the meeting before distribution of the informational package. Mr. Bradish stated the  
56 opportunity was pre-negotiated with the lender and a detailed proposal would be provided at  
57 the June meeting. Asked if he would be able to attend the June meeting in person, Mr. Capko  
58 replied affirmatively.

59 **Mr. Capko left the call.**

60 ▪ **Staff Reports - District Engineer: *Craig A. Smith & Associates***

61 **This item, previously Item 9B, was presented out of order.**

62 Mr. Smith gave the following update:

- 63 ➤ Electrical repairs at Pump Stations 1 and 2 (PS1 and PS2) were progressing smoothly.
- 64 ➤ CAS facilitated an 11" x 17" printout of the electrical plan for easier viewing.
- 65 ➤ The 90% plans were reviewed and submitted.
- 66 ➤ In a recent team meeting, there were discussions regarding fuel storage and capacity  
67 and the number of gallons and tank sizes that might be needed to support the generator at PS2.
- 68 ➤ Concerns and issues in the 60% phase were addressed in the 90% phase.

69 Mr. Rubio stated the project was almost finished and the team was preparing to submit  
70 a draft contract for the electrical work. He reviewed a recent contract that was put out for bid  
71 and the format used with Mr. Smith and pledged his assistance filling out forms, preparing the  
72 bid schedule and the opinion of costs. Overall, the project was on schedule.

73 The Board and Staff discussed the next steps, construction costs, bid process, electrical  
74 work time frame, project logistics, purchasing equipment, WCI, PS1 and PS2 and scheduling a  
75 Special session, if necessary.

76 Mr. Morera asked if the entire cabinetry inside the pump stations would be removed  
77 and replaced. Mr. Smith replied affirmatively, because the equipment is slightly older, the  
78 pump horsepower (HP) is increasing and the equipment is not large enough to handle the new  
79 pump HP. Most of the replacement work would occur in PS2; the main switch, transfer switch  
80 and generator would be left intact in PS1.

81 Asked if Staff would try to find potential buyers for the unwanted parts or equipment,  
82 Mr. Smith stated the District could sell the parts or subtract the equipment from the bid  
83 amount in the work contracts. Ms. Cerbone voiced her opinion that Staff should not be in the  
84 business of selling equipment for the District and it would be more appropriate to obtain a  
85 trade-in value or salvage value for the items.

86 Discussion ensued regarding salvaging leftover equipment, the motors, retrofitting,  
87 power monitoring equipment and Florida Power & Light (FPL), in relation to power  
88 interruptions. Mr. Morera asked Staff to be focused and check everything to make sure that all  
89 requirements are adhered to, so as to avoid the costly errors that occurred in the past with the  
90 pumps. Mr. Smith stated Staff was aware that the purpose of the project is to correct prior  
91 errors made by contractors; he assured that Staff would be vigilant in overseeing the project.

92 **I. Presentation: Monthly Engineer's Report**

93 **This item, previously Item 9BI, was presented out of order.**

94 Mr. Rubio presented the Monthly Engineer's Report.

95 **II. Permit Applications**

96 **This item, previously Item 9BII, was presented out of order.**

97 Mr. Rubio presented the following permit applications:

- 98 a. City of Coral Springs by Chen Moore and Associates - Westchester
- 99 Stormwater Improvements – NW 24<sup>th</sup> Street Culvert Replacements

100

101 On MOTION by Mr. Ortiz and seconded by Mr. Prudhomme, with all in favor,  
102 the CAS Project No. 15-1826 ROW Permit Application, submitted by Chen  
103 Moore and Associates, on behalf of the City of Coral Springs, for Westchester  
104 Stormwater Improvements – NW 24<sup>th</sup> Street Culvert Replacements, for  
105 replacement of the existing twin 66" Corrugated Metal Pipe (CMP) with twin  
106 72" Reinforced Concrete Pipe (RCP) with concrete headwalls for the purposes  
107 of improving stormwater conveyance from the Westchester neighborhood,  
108 subject to the Special Conditions set forth in the May 3, 2021 recommendation  
109 letter, was approved.

110

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- 112 b. KMV Fibertelecom, Inc. – CATV Span Replacement, 4361 NW 75<sup>th</sup>
- 113 Way/Canal “L14-1” Crossing

114

115 On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor,  
116 the CAS Project No. 15-1826 ROW Permit Application for CATV Span  
117 Replacement, submitted by KMV Fibertelecom, Inc., for directional bore of 1-  
118 1.5” HDPE conduit along the upland canal bank above the existing culvert on  
119 the east ROW of 4361 NW 75<sup>th</sup> Way crossing Canal “L14-1”, was approved.

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- 122 ▪ Permit Application – Atlantic Boulevard Bridge Repair

123 This item was an addition to the agenda.

124 Mr. Rubio presented photographs of the Atlantic Boulevard Bridge and stated that the  
125 Broward County Engineering Department submitted a ROW permit application to perform  
126 rehabilitation work on the Bridge, over the West Outfall Canal. The application stressed that  
127 this was an emergency repair and the project would take over four months to complete.

128

129 On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor,  
130 CAS Project No. 15-1826 ROW Permit Application, submitted by FG  
131 Construction Services, LLC, on behalf of the Broward County Board of County  
132 Commissioners, for emergency repair work at the Atlantic Boulevard Bridge  
133 over the West Outfall Canal, was approved.

134

135 Mr. Rubio stated work on the culvert break in Corporate Park was completed and  
136 asphalted today. He presented the Shenandoah Proposal #P21758 for canal de-mucking for the  
137 culvert repairs at NW 120<sup>th</sup> to NW 118<sup>th</sup>, in the amount of \$27,150.

138 Regarding the canal de-mucking project, Mr. Selchan stated that some of the canals in  
139 the Corporate Park area have a lot of caprock areas that were never dug to any real depth and,  
140 in these areas, the muck collects, resulting in considerable overgrowth that obstructs  
141 waterflow. The issue must be addressed and, since work was being done on the culverts, the  
142 contractor provided pre-bid rates; if the Board was amenable to expending the funds, Staff  
143 recommended de-mucking the canal while the weather conditions were still favorable. Mr.  
144 Morera stated \$50,000 was allocated in the budget for dredging; therefore, he felt that the  
145 District should take advantage of the opportunity to repair the canal. Discussion ensued  
146 regarding necessity of the project, price, canal bank restoration and where the muck would go.

147

**On MOTION by Mr. Ortiz and seconded by Mr. Prudhomme, with all in favor,  
Shenandoah Proposal #P21758 for canal de-mucking from NW 120<sup>th</sup> to NW  
118<sup>th</sup>, in a not-to-exceed amount of \$27,150, was approved.**

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**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-06,  
Approving a Proposed Budget for Fiscal  
Year 2021/2022 and Setting a Public  
Hearing Thereon Pursuant to Florida Law;  
Addressing Transmittal, Posting and  
Publication Requirements; Addressing  
Severability; and Providing an Effective  
Date**

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Ms. Cerbone presented Resolution 2021-06. She reviewed the proposed Fiscal Year 2022 budget, highlighting line item increases, decreases and adjustments, compared to the Fiscal Year 2021 budget, and explained the reasons for any adjustments.

Discussion ensued regarding the capital outlay expenses for Westchester, PS1 and PS2 and the West Outfall Canal (WOFC) Phase 2B projects, bond funds and unassigned fund reserves.

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**On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor, Resolution 2021-06, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law for September 15, 2021 at 6:30 p.m., at La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.**

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**SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of March 31, 2021**

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Ms. Cerbone presented the Unaudited Financial Statements as of March 31, 2021. Discussion ensued regarding operational costs, stormwater management and flood control costs, ROW obstructions and tree removal programs.

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**On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor, the Unaudited Financial Statements as of March 31, 2021, were accepted.**

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**SEVENTH ORDER OF BUSINESS**

**Approval of April 14, 2021 Regular Meeting Minutes**

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Ms. Cerbone presented the April 14, 2021 Regular Meeting Minutes. Minor edits from Mr. Malefatto were submitted to Management and would be incorporated before posting the minutes to the District website.

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**On MOTION by Mr. Ortiz and seconded by Mr. Prudhomme, with all in favor, the April 14, 2021 Regular Meeting Minutes, as amended to incorporate edits previously submitted to Management, were approved.**

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**EIGHTH ORDER OF BUSINESS**

**Supervisors' Communications**

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Mr. Ortiz commended Mr. Selchan and Ms. Cerbone for their valuable contributions to the District.

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205 Mr. Prudhomme recalled that this was the 25<sup>th</sup> anniversary of the ValuJet Airplane  
206 crash. He announced that he was recently appointed to the Board of Mental Health for  
207 Southeast Florida and urged anyone who might be affected by mental illness to contact him.

208 Mr. Morera wished Ms. Cerbone a Happy Mothers’ Day and noted the other important  
209 dates to remember in May. He asked if an encroachment letter was sent to residents residing  
210 near the West Outfall area. Mr. Selchan stated the letter was not sent yet. The survey stakes  
211 were in place and photographed, as well as all the obstructions in the ROW. Staff would soon  
212 coordinate to prepare and distribute the packets to the affected residents. Mr. Selchan  
213 conferred with a few residents and assured them that the issues would be addressed.

214

215 **NINTH ORDER OF BUSINESS**

**Staff Reports**

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217 **A. District Counsel: *Lewis, Longman & Walker, P.A.***

218 • **Discussion: HB 1501 Legislation**

219 Mr. Malefatto reviewed the HB 1501 legislation included in the agenda packet and  
220 noted the pertinent information found in each section.

221 Discussion ensued regarding the referendum election, alerting homeowners of the  
222 upcoming change in Supervisor elections, a Coral Springs Improvement District (CSID) letter to  
223 the Governor requesting a veto of the legislation, increased costs to the District. Mr. Malefatto  
224 stated there could be additional changes to the legislation in the next Session, depending on  
225 the amount of pushback that is put forth.

226 Mr. Malefatto stated he would have additional comments regarding mask requirements  
227 in certain areas at the next meeting.

228 **B. District Engineer: *Craig A. Smith & Associates***

229 **I. Presentation: Monthly Engineer’s Report**

230 This item was presented following the Fourth Order of Business.

231 **II. Permit Applications**

232 **a. City of Coral Springs by Chen Moore and Associates – Westchester**  
233 **Stormwater Improvements – NW 24<sup>th</sup> Street Culvert Replacements**

234                   **b.       KMV Fibertelecom, Inc. – CATV Span Replacement, 4361 NW 75<sup>th</sup>**  
235                   **Way/Canal “L14-1” Crossing**

236                   These items were presented following the Fourth Order of Business.

237 **C.       District Engineering Consultant: *John McKune***

238                   There being no report, the next item followed.

239 **D.       District Field Supervisor: *Cory Selchan***

240                   Mr. Selchan reported the following:

241 ➤       Rainfall: The District was 9.8” below its average yearly rainfall. The normal mean water  
242 level is 7.5’ but, today, the East Basin was 3½’ low and the West Basin was 2½’ low.

243 ➤       Hurricane season commences June 1<sup>st</sup>. A kickoff meeting was held today with the  
244 District’s hurricane vendors. All contracts are in place.

245 ➤       The culvert on 118<sup>th</sup>, east of the one that was replaced, was in the same condition as the  
246 one that recently failed. The options were to replace it or line it. A proposal to line it would be  
247 obtained, as that would be the more cost-effective option. The proposal would be included on  
248 the next agenda.

249 ➤       The City notified the District that the culvert at Holiday Village is collapsing. Staff  
250 dispatched divers to inspect it. The first 20’ of the pipe on the east side of University Drive was  
251 rotted and should be replaced. Mr. Selchan would have the area inspected, obtain proposals  
252 and give an update at the next meeting.

253 ➤       Mr. Dan Daly’s presentation regarding the HB 1501 Legislation can be viewed at  
254 [myfloridagov.com](http://myfloridagov.com). Mr. Selchan felt that the comments made were devoid of facts.

255 **E.       District Manager: *Wrathell, Hunt & Associates, LLC***

256                   Ms. Cerbone introduced Ms. Jamie Sanchez, a new District Manager at WHA, who would  
257 be servicing this and other Districts.

258                   Ms. Cerbone stated she recently received a fence request from a resident who lives near  
259 the preserves. Upon inspection, it was discovered that there are several obstructions in the  
260 ROW and Mr. Selchan confirmed that, although it is not a conservation/preservation area, a  
261 few of the trees are protected. The solution would be to clear the area, from the water’s edge  
262 back to 15’ off the ROW, and leave the remaining trees. The resident’s neighbor made a similar

263 request. Staff was coordinating with the City regarding the feasibility of removing the trees  
264 without harming the “protected vegetation”. Ms. Cerbone asked if the Board was amenable to  
265 a modified Option 2 Agreement. Discussion ensued regarding the Option 2 Agreement, the City,  
266 which entity has the right of removal and mitigation costs. The Option 2 Agreement  
267 modification was approved.

268 **I. Update: Availability of Performing Arts Center and Country Club for Future**  
269 **Meetings**

270 There was no update; a response was pending from both venues.

271 **II. NEXT MEETING DATE: June 9, 2021 at 6:30 P.M.**

272 • **QUORUM CHECK**

273 The next meeting will be held on June 9, 2021 at 6:30 p.m.

274  
275 **TENTH ORDER OF BUSINESS**

**Adjournment**

276  
277 There being no further business to discuss, the meeting adjourned at 9:10 p.m.

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281 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]  
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Secretary/Assistant Secretary

---

President/Vice President

**SUNSHINE  
WATER CONTROL DISTRICT**

**13A**

## FASD Legislative Update Week 9

By Chris Lyon, Terry Lewis, Lori Killinger and Kasey Lewis  
April 30, 2021

The Florida Legislature adjourned the 2021 Legislative Session as scheduled on April 30th. Despite the uncertainty brought on by the COVID-19 pandemic, the Legislature managed to continue to meet regularly by implementing various health and safety protocols to ensure the well-being of legislators and staff.

The approved \$101.5 billion state budget is the largest in Florida history and includes \$10 billion in federal aid being sent to Florida as a result of the passage of the “American Rescue Plan” by Congress earlier this year. Highlights of the budget include a minimum wage increase to \$13/hour for state employees, \$100 million for the clean-up of contaminated wastewater released from the shuttered Piney Point phosphate mine, \$25 million for VISIT Florida to promote tourism, and \$1 billion for Florida’s Emergency Response and Preparedness Fund.

Regarding state policymaking, there were several significant pieces of legislation that made it across the finish line this session. These measures include an “anti-riot” bill championed by Governor DeSantis, House Speaker Chris Sprowls’ priority legislation addressing sea level rise resiliency, a priority of Senate President Wilton Simpson’s defunding and repealing a controversial highway network project which would have created a new transportation corridor through Florida’s rural communities, and legislation to protect businesses and health care providers from COVID-19 related liability claims.

Included below is an update regarding the status of bills of importance to Florida’s special districts.

### **BILLS THAT PASSED**

#### Special Districts Accountability – HB 1103 (Maggard)

HB 1103 requires independent special fire control districts and hospitals districts to engage independent firms to perform performance reviews beginning October 1, 2022 (fire districts) and October 1, 2023 (hospital districts) and every five years thereafter.

HB 1103 requires a similar performance review to be performed of independent mosquito control districts and soil and water conservation districts by September 30, 2023 and September 30, 2024, respectively. However, these audits were to be performed by the Office of Program Policy Analysis and Government Accountability (OPPAGA). OPPAGA will also conduct the performance reviews for any

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independent fire or hospital district located in a rural area of opportunity as defined in s. 288.0656(2), Florida Statutes.

HB 1103 also requires all special districts to include additional information in their annual financial reports, specifically:

1. Total number of district employees compensated in the last pay period of the fiscal year;
2. Total number of independent contractors paid in the last month of the fiscal year;
3. All compensation earned by employees;
4. All compensation earned by independent contractors;
5. Each construction project with a total cost of at least \$65,000 approved to begin after October 1 of the fiscal year being reported, together with the total expenditures for the project;
6. A budget variance report;
7. For independent districts that impose ad valorem taxes, the district's millage rate, total amount of ad valorem taxes collected and the total amount of outstanding bonds issued by the district and terms of such bonds; and
8. For independent districts that impose non-ad valorem assessments, the assessment rates, the total amount of assessments collected and the total amount and terms of outstanding bonds.

Finally, the bills required community redevelopment agencies with revenues or expenses greater than \$100,000 to conduct an annual financial audit.

HB 1103 passed both the House and the Senate and will be sent to the Governor for his approval or veto. If signed the bill will become effective October 1, 2021.

HB 1103: <https://flsenate.gov/Session/Bill/2021/1103/BillText/er/PDF>

#### Civil Liability for Damages Relating to COVID-19 – SB 72 (Brandes)

SB 72 provides several COVID-19-related liability protections for businesses, educational institutions, government entities (including special districts), religious organizations and others.

SB 72 passed both chambers and was signed into law by the Governor. It became effective on March 29, 2021.

SB 72: <https://flsenate.gov/Session/Bill/2021/72/BillText/er/PDF>

#### Reclaimed Water – SB 64 (Albritton)

This bill makes a number of changes to eliminate non-beneficial surface water discharges within five years. The bill also encourages the reuse of water by making reuse projects eligible for alternative water supply funding, incentivizing the development of potable reuse projects, and incentivizing developments that use greywater technologies.

SB 64 passed both chambers and will be sent to the Governor for his approval or veto. If approved the bill will become effective the day it's signed.

SB 64: <https://flsenate.gov/Session/Bill/2021/64/BillText/er/PDF>

Impact Fees - HB 337 (DiCeglie)

HB 337 revises the conditions that local governments must meet before adopting an ordinance or resolution related to impact fees. They also contain provision related to how often and by how much an impact fee can be increased.

HB 337 passed both chambers and will be sent to the Governor for his approval or veto. If approved the bill will become effective the day it's signed.

HB 337: <https://flsenate.gov/Session/Bill/2021/337/BillText/er/PDF>

Payment for Construction Services – SB 378 (Bradley)

SB 378 increases the statutory interest rate, by one percent per month, for public and private parties that fail to make required payments for certain construction labor, services and material. The new statutory interest rate would be 2 percent per month.

SB 378 passed both chambers and will be sent to the Governor for his approval or veto. If approved the bill will become effective the day it's signed.

SB 378: <https://flsenate.gov/Session/Bill/2021/378/BillText/er/PDF>

Public Records – SB 400 (R. Rodrigues)

SB 400 prohibits an agency that receives a request to inspect or copy a public record from responding to such request by filing an action for declaratory relief against the requester to determine the status of that record – whether that record meets the definition of a public record or is confidential or exempt.

SB 400 passed both chambers and will be sent to the Governor for his approval or veto. If approved the bill will become effective July 1, 2021.

SB 400: <https://flsenate.gov/Session/Bill/2021/400/BillText/er/PDF>

Drones – SB 44 (Wright)

SB 44 expands the permissible use of drones to include certified fire department personnel to use drones to perform tasks within the scope and practice authorized under their certification. It was amended late in Session to include language requiring the Department of Management Services to publish by January 1, 2022, a list of approved drone manufacturers which drones may be purchased and used by government agencies, which includes special districts. An approved manufacturer must provide adequate safeguards to protect the confidentiality, integrity and availability of data collected, transmitted or stored by a drone. From the date the list is published, drones may only be purchased from approved manufacturers. By July 1, 2022, a governmental agency that uses a drone not produced by an approved manufacturer shall



submit to the Department a plan for discontinuing use of the drone. By January 1, 2023, all governmental agencies must discontinue use of drones not produced by an approved manufacturer.

SB 44 passed both chambers and will be sent to the Governor for his approval or veto. If approved the bill will become effective July 1, 2021.

SB 44: <https://flsenate.gov/Session/Bill/2021/44/BillText/er/PDF>

#### Public Works Projects - HB 53 (DiCeglie)

Current law defines “public works project” as an activity of which 50% or more of the cost will be paid from state-appropriated funds. In competitive solicitations for such projects, the government entity may not provide preferences based on the contractor maintaining an office in the jurisdiction; the contractor’s hiring of employees or subcontractors from the jurisdiction; or the contractor’s payment of local taxes, assessments or duties within the jurisdiction. The government entity is also prohibited from requiring a contractor to pay a minimum wage; provide specified benefits; control, limit or expand staffing; or recruit, train or hire employees from a single source.

For competitive solicitations of construction services, HB 53 removes the 50% or more state-appropriated threshold and apply the prohibition to any government project that is funded in whole or in part with state-appropriated funds. It prohibits a local government, including special districts, from using a local ordinance or regulation to prevent a certified, licensed or registered contractor, subcontractor or material supplier or carrier from participating in the bidding process based upon existing criteria. The bill also removes the 50% or more state-appropriated funding threshold within the definition of public works project and applies the pre-bid prohibitions to activities exceeding \$1,000,000 in value that are paid in whole or in part with state-appropriated funds.

The bill also requires that by June 30, 2022, and every five years thereafter, each county, municipality or special district providing wastewater or stormwater services to develop a needs analysis for its jurisdiction over the subsequent 20 years. The analyses must be compiled and submitted to the Office of Economic and Demographic Research, which must evaluate the compiled documents for the purpose of developing a statewide analysis due January 1, 2023.

HB 53 passed both chambers and will be sent to the Governor for his approval or veto. If approved the bill will become effective July 1, 2021.

HB 53: <https://flsenate.gov/Session/Bill/2021/53/BillText/er/PDF>

#### Legal Notices – HB 35 (Fine)

HB 35 gives government agencies the option to publish legal notices on a newspaper website instead of a print-based newspaper. To exercise this option, the agency must provide an additional notice in a print edition of a local newspaper to inform the general public that additional legal notices may be found on the statewide legal notice website maintained by the Florida Press Association. The bill also expands the types of publications that qualify for the posting of legal notices. Currently, a newspaper must, among other requirements, be “for sale to the general public” and be qualified to be admitted and entered

as a periodical matter at the local post office. HB 35 removes these requirements that will allow legal notices to be published in smaller publications that are free to the public.

HB 35 passed both chambers and will be sent to the Governor for his approval or veto. If approved the bill will become effective July 1, 2022.

HB 35: <https://www.flsenate.gov/Session/Bill/2021/35/BillText/er/PDF>

## **BILLS THAT DIED**

### Local Government Ethics Reform – HB 853 (Sirois)

HB 853 contains several revisions to law recommended by the Florida Commission on Ethics. Of interest to special districts, one provision of the bill requires all special district and water management district governing board members to obtain four hours of annual ethics training. The same requirement applies to constitutional officers, county commissioners and city commissioners.

### Fiscal Accountability for Nongovernmental Entities – HB 195 (Persons-Mulicka)/SB 506 (Garcia)

These bills have been amended to require a non-governmental entity, which is defined as a nonprofit corporation, that receives at least 50% of its revenue from a governmental entity, or expensed at least \$750,000 of government funds in any fiscal year to submit report to the Department of Management Services contains salary and benefit information for certain employees. Though governmental entities have now been removed from the provisions of the bills, we will continue to monitor them for changes.

### Fiduciary Duty of Care for Appointed Public Officials and Executive Officers – HB 573 (Beltran)/SB 758 (Diaz)

These bills provide that each appointed public official and executive officer owes a fiduciary duty of care to the governmental entity he or she serves as well as to the constituents in the area and defines the elements of the duty of care. It requires appointed public officials and executive officers to receive five hours of board governance training within 180 days of his appointment or hire. HB 573 was amended this week to change the definition of “Executive Officer” to mean the chief executive officer of a governmental entity to which an appointed public official is appointed. Thus, in its current form, HB 573 would apply to chief executive officers of special districts with elected boards.

The bills require that the appointment of an executive officer, in-house general counsel or outside legal counsel, auditor or accounting firm shall require a majority vote of the governing body. Finally, the bills require that legal counsel and lobbyists employed by a governmental entity must represent the legal interest and position of the governing body of the entity and not a member of the governing body or an employee of the entity, unless the representation is directed by the governmental entity.

### Firefighters Bill of Rights - SB 970 (Hooper)/HB 313 (Busatta Cabrera)

These bills amend the Firefighters Bill of Rights to require that an informal inquiry be conducted at a reasonable time and for a reasonable duration, allowing reasonable periods of rest of the firefighter. A representative of an employee organization of which the firefighter is a member may represent the firefighter and be present during the informal inquiry. The bills also provide that during a formal investigation, a firefighter may not be threatened with transfer, dismissal, or disciplinary action as inducement to answer any questions.

#### Local Government Fiscal Transparency – SB 154 (Diaz)

Similar to bills filed in previous years, SB 154 creates the Local Government Fiscal Transparency Act. The Act requires local governments, including special districts, to post a voting record history of each vote to impose a new tax, increase a tax or issue new tax-supported debt. Local governments must also post the history of millage rates imposed and the total revenue generated by the levies.

The Act imposes new public notice and hearing requirements for tax increases and new tax-support debt. It also requires local governments to perform a debt affordability analysis before approving the issuance of new tax-supported debt.

#### Sovereign Immunity – HB 1129 (Fernandez-Barquin)/SB 1678 (Diaz)

These bills increase the sovereign immunity limits from \$200,000 per person to \$500,000 per person and from \$300,000 per occurrence to \$1 million per occurrence. The bills also require those increased amounts be adjusted annually to reflect changes in the Consumer Price Index. SB 1678 goes further to remove sovereign immunity for public hospitals, including those owned or operated by a special district.

#### Electronic Payment of Governmental Fees – SB 298 (Taddeo)

This bill requires government entities to provide an electronic payment option for the payment of fees associated with a public records request.

#### Public Meetings During Declared States of Emergency – HB 1217 (Daley)/SB 1494 (Cruz)

These similar, though not identical, bills allow public meetings to be held remotely and without an in-person quorum for a period not to exceed 6 months from the date the emergency is declared, unless extended by executive order of the Governor.

#### Prohibition of Public Funds for Lobbying by Local Governments – HB 215 (Sabatini)

This bill creates the “Stop Taxpayer-Funded Lobbying Act” and prohibits a local government from using public funds to retain a lobbyist to represent the local government before the legislative or executive branch.

**SUNSHINE  
WATER CONTROL DISTRICT**

**13BI**



# CRAIG A. SMITH & ASSOCIATES

21045 Commercial Trail • Boca Raton, FL 33486

CONSULTING ENGINEERS • SURVEYORS • UTILITY LOCATORS

www.craigasmith.com

June 2, 2021

Board of Supervisors  
Sunshine Water Control District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33073

**RE: SUNSHINE WATER CONTROL DISTRICT - MONTHLY ENGINEER'S REPORT (MER) (June 9, 2021)  
May 5, 2021 – June 2, 2021 - CAS PROJECT NO. 15-1826**

Dear Board of Supervisors:

Craig A. Smith & Associates, Inc. (CAS) is pleased to provide you with the MER summarizing activity performed by this office on behalf of SWCD during the referenced period including future work. Anything of significance or modifications occurring after this writing will be brought up at the June 9, 2021 BOS meeting.

## MWI Pumps' Project Status for Pump Station 1 & Pump Station 2

Communication from MWI's representative indicated that the repairs are on track.

## Electrical Engineering Services for Pump Station Nos. 1 and 2

Plans are nearly complete and will be finalized by 6.16.21. Project is to be advertised for bid on 7.17.2021 following receiving the approval from the BOS from the 7.14.2021 BOS meeting. SEC has developed the tentative quantities and opinion of cost estimates for both stations as shown in the following tables which total \$1.48M.

OPINION OF PROBABLE CONSTRUCTION COST ESTIMATE					
SWCD Pump Station #1					
Pay Item No.	Item	Unit	Quantity	Cost	Total
1	CONDUIT AND WIRING	LS	1	\$44,500.00	\$44,500.00
2	1200A MOTOR CONTROL CENTER	LS	1	\$165,000.00	\$165,000.00
3	1200A LUG BOX	LS	1	\$45,500.00	\$45,500.00
4	MISC. ELECTRICAL	LS	1	\$15,000.00	\$15,000.00
5	CONTROL PANEL MODIFICATIONS	LS	1	\$12,500.00	\$12,500.00
				Sub-Total	\$282,500.00
				10% Overhead	\$28,250.00
				5% Profit	\$14,125.00
				10% Contingency	\$32,487.50
				<b>Total</b>	<b>\$357,362.50</b>

OPINION OF PROBABLE CONSTRUCTION COST ESTIMATE					
SWCD Pump Station #2					
Pay Item No.	Item	Unit	Quantity	Cost	Total
1	CONDUIT AND WIRING	LS	1	\$125,500.00	\$125,500.00
2	1600A MOTOR CONTROL CENTER	LS	1	\$185,000.00	\$185,000.00
3	1000KW GENERATOR	LS	1	\$450,000.00	\$450,000.00
4	1600A ATS (SERVICE ENTRANCE RATED)	LS	1	\$55,000.00	\$55,000.00
5	1600A LUG BOX	LS	1	\$45,000.00	\$45,000.00
6	CONTROL PANEL MODIFICATIONS	LS	1	\$12,500.00	\$12,500.00
7	MISC. ELECTRICAL	LS	1	\$15,000.00	\$15,000.00
				Sub-Total	\$888,000.00
				10% Overhead	\$88,800.00
				5% Profit	\$44,400.00
				10% Contingency	\$102,120.00
				<b>Total</b>	<b>\$1,123,320.00</b>

These estimates were submitted on May 28, 2021 to CAS. CAS is to schedule a SWCD team member meeting to discuss the above items for direct-purchasing with concurrence from SEC; the project's Electrical Engineer. However, for project expediting purposes and considering the time certain items take for delivery, requested is an approval from the BOS to authorize staff to proceed with the direct purchasing for an amount not to exceed \$500,000.00.

### **West Outfall Canal Phase 2B Improvements**

As the plans progress, CAS is in the process of preparing permit submittals to the appropriate agencies. Geotechnical testing as performed by Radise International and state certified laboratory has been completed. The report noted that analytical results were below the Soil Cleanup Target Levels as established in Chapter 62-777, Florida Administrative Code and they indicate that the sediment is suitable for reuse. The report is attached.

This project is also intended to be advertised for bid on 7.17.2021 following receiving the approval from the BOS from the 7.14.2021 BOS meeting. The anticipated excavation volume is at 35,148 CY.

### **NW 120<sup>TH</sup> Culvert Replacement**

The culvert replacement is complete with pending punch list items to be finalized; road shoulder regrading to improve sheetflow runoff to canal.

### **Canal "NN" Demucking**

This project is immediately east of the NW 120<sup>th</sup> Avenue Culvert Replacement project and is underway.

### **NW 118<sup>th</sup> Avenue Culvert repair & North University Dr Culvert (South of Holiday Village Condos) at Lake L16-13**

Proposals have been submitted for these items and are being reviewed.

---

### **Right-of-Way (ROW) Permitting**

Recommended are the issuance of the following Right-of-Way permit for the following projects.

- AT&T – 70 LF- 4" HDPE (Woodside Drive/North of Sample Rd) conduit Canal "C"
- Broward County – Barrier Wall and Guardrail installation (Riverside Dr/Sample Rd) – Canal "C"; The intent of this project is to mainly bring existing conditions up to current standards while making some minor safety upgrades.

---

We continue to look forward to working with the SWCD staff on current and future important projects. Should there be any questions, I can be reached at the letterhead numbers shown or by electronic mail at [orubio@craigasmith.com](mailto:orubio@craigasmith.com).

Sincerely,

### **CRAIG A. SMITH & ASSOCIATES**



Orlando A. Rubio, PE  
Sr. Supervising Engineer

Enclosures: Radise International Geotech Report for WOFC PH2B  
ROW Permit recommendations

cc: **SWCD** - Cory Selchan, John McKune, PE (via e-mail)  
**WHA** - Cindy Cerbone, Debbie Tudor, Daphne Gillyard, Jamie Sanchez (via e-mail)  
**SEC** – Larry Smith, PE (via e-mail)  
**CAS** - Steve C. Smith, PE, (via e-mail)

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May 7, 2021

**Craig A. Smith & Associates**  
21045 Commercial Trail  
Boca Raton, FL 33486

**Attn: Orlando A. Rubio, P.E.**  
Direct Phone: 561-314-4445, Ext. 203  
Cell Phone: 954-815-5911  
E-mail: [ORubio@craigasmith.com](mailto:ORubio@craigasmith.com)

**RE: Geotechnical Engineering Services Report  
Sunshine Water Control District  
West Outfall Canal Improvements – Phase 2B  
Broward County, Florida  
RADISE Project No: 191007**

Dear Mr. Rubio,

RADISE International, LC (RADISE) is pleased to submit this Geotechnical Engineering Services Report for the above referenced project. RADISE has completed these services in accordance with our proposal dated March 13, 2021.

This report presents the results of the field exploration and laboratory testing programs, and provides our geotechnical recommendations relative to the widening of the West Outfall Canal between Riverside Drive and the pump station structure south of Riverside Drive.

We appreciate the opportunity to work with you on this project. Should you have any questions regarding the report, or if we can be of further assistance as this project develops, please contact us at (561) 841-0103.

Sincerely,

**RADISE International, LC**  
Florida Certificate of Authorization No.8901

**Akash Bissoon, P.E.**  
Senior Project Engineer  
Florida Registration No. 74582

*Andrew Nixon, State of Florida, Professional Engineer, License No. 71458.  
This document has been digitally signed and sealed by Andrew Nixon, P.E. on the date indicated here.*

*Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.*

**Andrew Nixon, P.E.**  
Operations Manager  
Florida Registration No. 71458





# TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION .....</b>	<b>1</b>
<b>2.0</b>	<b>PROJECT DESCRIPTION.....</b>	<b>1</b>
<b>3.0</b>	<b>SCOPE OF SERVICES PERFORMED.....</b>	<b>1</b>
<b>4.0</b>	<b>FIELD EXPLORATION .....</b>	<b>2</b>
<b>4.1</b>	<b>SPT BORINGS .....</b>	<b>2</b>
<b>4.2</b>	<b>SEDIMENT SAMPLING .....</b>	<b>3</b>
<b>5.0</b>	<b>LABORATORY TESTING.....</b>	<b>4</b>
<b>5.1</b>	<b>SPT BORINGS .....</b>	<b>4</b>
<b>5.2</b>	<b>SEDIMENT SAMPLES .....</b>	<b>4</b>
<b>6.0</b>	<b>SUMMARY OF SURFACE AND SUBSURFACE CONDITIONS.....</b>	<b>4</b>
<b>6.1</b>	<b>SUBSURFACE CONDITIONS .....</b>	<b>4</b>
<b>6.2</b>	<b>GENERALIZED STRATIGRAPHY .....</b>	<b>4</b>
<b>6.3</b>	<b>GROUNDWATER.....</b>	<b>5</b>
<b>7.0</b>	<b>RECOMMENDATIONS .....</b>	<b>5</b>
<b>7.1</b>	<b>CLEARING AND GRUBBING.....</b>	<b>5</b>
<b>7.2</b>	<b>EXCAVATIONS.....</b>	<b>6</b>
<b>7.3</b>	<b>SELECT FILL COMPOSITION, PLACEMENT AND COMPACTION .....</b>	<b>6</b>
<b>7.4</b>	<b>DEWATERING.....</b>	<b>6</b>
<b>7.5</b>	<b>PROTECTION OF EXISTING STRUCTURES .....</b>	<b>7</b>
<b>7.6</b>	<b>RECOMMENDED SOIL PARAMETERS FOR UNDERGROUND STRUCTURE DESIGN.....</b>	<b>7</b>
<b>7.7</b>	<b>SEDIMENT ANALYSIS.....</b>	<b>8</b>
<b>8.0</b>	<b>LIMITATIONS .....</b>	<b>8</b>

## Attachments

Sheet 1: Vicinity Map

Sheet 2: Boring Location Plan

Sheet 3: Subsurface Profiles

Table A-1: Summary of Sediment Analytical Results

Benzo(a)pyrene Conversion Tables

## Appendix A

Laboratory Analytical Report



## **1.0 INTRODUCTION**

This report has been prepared to aid in the evaluation and the design of the second phase canal widening project, for the Sunshine Water Control District West Outfall Canal located in Coral Springs, Broward County, Florida. The project site is located at the general location shown on the attached *Vicinity Map*, Sheet 1.

This report includes geotechnical exploration data, subsurface groundwater information, laboratory and engineering analysis, recommendations for design, and other site-specific information that may affect construction and earthwork operations for the proposed project.

The primary purpose of the geotechnical exploration was to determine the stratigraphy and physical properties of the soils underlying the site, particularly the strength and deformation characteristics, so that a satisfactory and economical canal widening program may be designed.

The analysis and recommendations presented in this report are based upon our interpretation of the subsurface information revealed by the test borings. The report does not reflect variations in subsurface conditions that may exist beyond these borings. Variations in soil and groundwater conditions should be expected, the nature and extent of which might not become evident until construction is undertaken. If variations are encountered, and/or the scope of the project altered, we should be consulted for additional recommendations.

## **2.0 PROJECT DESCRIPTION**

The project is located in the City of Coral Springs, Florida. It is our understanding that is proposed to widen the West Outfall Canal from Riverside Drive to the pump station structure south of Riverside Drive. RADISE was subcontracted to provide geotechnical engineering services for the canal widening project.

## **3.0 SCOPE OF SERVICES PERFORMED**

RADISE performed the following services in accordance with the proposed scope of work:

1. Visited the canal widening site and observed the planned boring locations, site conditions and reviewed site access.
2. Contacted Sunshine 811 per Florida Statutes, to request the field location of underground utilities in the area of the borings.

3. Mobilized a track-mounted drilling rig to the site and drilled a total of two (2) Standard Penetration Test (SPT) borings to depths of 20 feet below the existing ground surface. The groundwater level encountered in the borings at the time of drilling was measured and recorded. The boreholes were then backfilled with a neat cement grout backfill following the completion of drilling and groundwater measurement operations.
4. Collected two (2) sediment samples from the bottom of the canal.
5. Initially visually classified the collected soil samples in the field and then verified field classifications in the laboratory using the Unified Soil Classification System (USCS) in accordance with the visual-manual method of ASTM D 2488. A limited laboratory testing program was assigned and performed to identify soil index properties and assist in the final classification of the soils for engineering purposes (ASTM 2487).
6. Prepare and send sediment samples to a NELAP approved laboratory for polynuclear aromatic hydrocarbons (PAHs), total recoverable petroleum hydrocarbons (TRPHs) and for the metals chromium, copper, arsenic, mercury, and lead.
7. Prepared this geotechnical report which includes the results of the SPT borings, the soil laboratory testing results, and the characteristics and properties of the soils.

## **4.0 FIELD EXPLORATION**

RADISE personnel visited the project site prior to drilling to observe the locations of the planned soil borings and sediment sampling. Sunshine 811 was then contacted for field location of underground utilities in the area of the planned borings as per Florida Statutes. The boring locations were finalized in the field by RADISE after the underground utility locations were determined. Latitude and Longitude coordinates for the boring and sediment sample locations were measured in the field by RADISE using a handheld Garmin GPS unit, model GPS 62stc. The boring and sediment sample locations are depicted on the attached *Boring Location Plan*, Sheet 2.

### **4.1 SPT BORINGS**

On April 1, 2021, RADISE performed two (2) SPT borings to depths of 20 feet below the existing ground surface. The SPT borings were performed in general accordance with ASTM D 1586, “*Standard Test Method for Standard Penetration Test and Split-Barrel Sampling of Soils*”. Continuous sampling was performed for the entire 20 feet of the SPT borings. Upon retrieval of the split-spoon, soil samples were extracted and visually classified and placed in moisture proof containers for transportation to our laboratory.

The depth at which groundwater was encountered was measured within the borings at the time of drilling. Following completion of the drilling and testing, the boreholes were backfilled with grout. The locations of the borings are depicted on the attached Boring, Location Plan, Sheet 2 and listed in Table 1.

**Table 1 – SPT Borings**

Boring Number	Depth (feet)	Boring Location	
		Longitude (deg.)	Latitude (deg.)
B-1	20	- 80.2661	26.2334
B-2	20	- 80.2658	26.2314

#### 4.2 SEDIMENT SAMPLING

Canal bed sediment samples were collected from the canal bottom adjacent to the locations of the two SPT borings using a clean sludge and sediment sampler. The sediments were collected from approximately 0 to 1 feet below the surface of the sediments. The locations where the sediment samples were obtained are depicted on the attached Boring, Location Plan, Sheet 2 and listed in Table 2. The depth of water and approximate thickness of the sediments are also included in Table 2. Sediment samples were placed in laboratory supplied containers, stored in a cooler with ice and transported provided to Jupiter Environmental Laboratories, a National Environmental Laboratory Accreditation Conference (NELAC) certified laboratory for analysis. The soil samples were analyzed for Polynuclear Aromatic Hydrocarbons (PAHs), Total Recoverable Petroleum Hydrocarbons (TRPHs), and metals chromium, copper, arsenic, mercury, and lead.

**Table 2 – Sediment Samples**

Sediment Sample Number	Depth of water (feet)	Thickness of Soft Sediments (feet)	Sample Location	
			Longitude (deg.)	Latitude (deg.)
S-1	2.0	1.7	-80.2660°	26.2334°
S-2	1.5	1.5	-80.2660°	26.2314°

## 5.0 LABORATORY TESTING

### 5.1 SPT BORINGS

At the time of drilling in the field, the soil samples obtained from the SPT soil borings were visually classified by our drilling crew chief, in general accordance with the *Unified Soil Classification System* (ASTM D 2488). Field classifications were subsequently confirmed by a RADISE geotechnical engineer in the laboratory.

### 5.2 SEDIMENT SAMPLES

The sediment samples were analyzed for the metals arsenic, chromium, copper, lead and mercury, TRPHs using the FL-PRO Method, and PAHs using EPA Method 8270C. The complete laboratory analytical report and associated chain-of-custody record is included in Appendix A of this report.

## 6.0 SUMMARY OF SURFACE AND SUBSURFACE CONDITIONS

### 6.1 SUBSURFACE CONDITIONS

Stratification of the explored soils is based on visual examination of the recovered soil samples and interpretation of the field boring logs by a geotechnical engineer in accordance with the Unified Soil Classification System (USCS). Subsurface profiles showing the soil stratification at the boring locations were developed and are presented on the attached *Subsurface Profiles*, Sheet 3. Stratification lines represent approximate boundaries between soil types, but the actual transition between layers may be gradual or abrupt. Additionally, soil and groundwater conditions will vary between boring locations.

The soil borings performed generally encountered top soil, underlain by brown fine sand occasionally with limerock or limestone fragments in the upper 6 feet. The fine sands with limerock and limestone fragments was underlain by brown and gray sandy limestone.

The SPT Values (N-values) in terms of relative particle density, indicate that the subsurface sandy soils are generally medium dense. The underlying limestone formation is moderately hard.

### 6.2 GENERALIZED STRATIGRAPHY

A generalized stratigraphy of the subsurface deposits was developed based on the information obtained from field exploration and our laboratory testing program. The following Table 3 presents a generalized description of the site soil stratigraphy.

**Table 3: Stratigraphy**

<b>Stratum No.</b>	<b>Soil Description</b>	<b>USCS Soil Classification</b>
1	Light brown to brown, fine sand, occasionally with limerock or limestone fragments	SP
2	Brown and gray sandy limestone	-

Detailed graphical logs of the SPT borings, including SPT N-values, the soil profile, and the groundwater depth noted, are provided on the attached *Subsurface Profiles*, Sheet 3.

### **6.3 GROUNDWATER**

On April 1, 2021, at the time of our drilling operations, groundwater was encountered in the soil borings at depths ranging between approximately 6.9 and 8.4 feet below the existing ground surface. It should be noted that groundwater levels will fluctuate with the seasons, variations of precipitation, and with fluctuations of the water levels in the West Outfall Canal. It is recommended that the seasonal high groundwater table levels along the project site be based on the normal high water levels of the West Outfall Canal.

## **7.0 RECOMMENDATIONS**

The findings from the subsurface exploration indicate that the general subsurface conditions will be suitable for the support of the canal improvements. The following sections present our conclusions and recommendations for the proposed construction. The recommendations discussed herein are based on our interpretation and understanding of the project's needs and site conditions. If subsurface conditions encountered during the construction differ from those disclosed by the borings, we should be notified immediately, so that we can review and modify as necessary, our recommendations included herein.

### **7.1 CLEARING AND GRUBBING**

Clearing and grubbing may be required in some of the proposed construction areas. Clearing and grubbing where required should include the complete removal and disposal of surficial grasses, associated root systems, topsoil, rubbish, debris, any demolition material/pavement and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas.

## **7.2 EXCAVATIONS**

Significant excavations are expected for the canal improvements. These excavations are expected to be made down through the existing granular overburden sandy soils and into the moderately hard sandy limestone. The hardness of the limestone layers are typically variable. The limestone layer is expected to require special equipment to excavate.

The Contractor should be solely responsible for making excavations in a safe manner and provide appropriate measures to prevent damages to existing site structures and to safely retain side slopes to ensure that persons working within or near the excavation are protected. Temporary shoring or sliding trench boxes may be required to prevent instability of any trench walls and to protect workers from injury. All excavations and support systems shall be designed and constructed to comply with Occupational Safety and Health Administration (OSHA) stipulations for Trench Excavation Safety including all temporary design and safety requirements. Temporary structural retaining wall designs shall be provided by the Contractor and shall be designed and sealed by a Professional Structural Engineer registered in the State of Florida.

## **7.3 SELECT FILL COMPOSITION, PLACEMENT AND COMPACTION**

Site structural fill and backfill required for construction should consist of clean, granular materials that are free of debris, cinders, combustibles and cellulose. The fines content (i.e., material passing U.S. Standard Number 200 sieve) should not be more than 10 percent by weight, no particle sizes larger than 3 inches in any direction and the organic content should not exceed 3 percent by dry weight.

The granular fill should be placed at a moisture content within -3 to +2 percent of its Modified Proctor (ASTM D 1557) determined optimum moisture content. Fill should be placed in level lifts whose loose thickness does not exceed 8 inches in thickness. In areas where heavy equipment cannot be operated for compaction, the fill should be placed in 6- inch thick level lifts. In the concrete pad areas, each fill lift should be stable, unyielding and uniformly compacted to 95 percent of the ASTM D 1557 maximum dry density.

## **7.4 DEWATERING**

In-the-dry construction of the canal is expected to require groundwater lowering and control of groundwater seepage in the proposed excavation area. Dewatering is expected to be difficult in the limestone.

Dewatering may necessitate the use of deep wells and/or wellpoints (i.e. installed well into the sandy limestone layer), the use of interior excavation sumps or combinations thereof.

Control of groundwater should be accomplished in a manner that preserves the integrity of the foundation bearing layer materials and does not cause instability of the excavation sidewalls or any bottom seal mats. The dewatering system employed should be capable of maintaining a ground water level or piezometric head a minimum of 24 inches below the excavation bottoms.

## 7.5 PROTECTION OF EXISTING STRUCTURES

Ground vibrations induced primarily by soil compaction or any other construction activities should be monitored to assure that they do not reach levels which prove damaging to any adjacent/nearby structures. Vibration levels on adjacent facilities should generally be maintained below a 0.25 ips peak particle velocity level. The Contractor will need to inventory adjacent structures and determine suitable vibration impact monitoring locations and limits for their construction activities.

## 7.6 RECOMMENDED SOIL PARAMETERS FOR UNDERGROUND STRUCTURE DESIGN

Underground structures for this project should be designed to resist pressures exerted by the adjacent soils and hydrostatic head. For walls that are not restrained during backfilling but are free to rotate at the top, active earth pressure should be used in design. Walls that are restrained should be designed assuming at-rest pressures. Recommended soil parameters for the soils encountered at the site are given in the following *Soil Design Parameters*, Tables 4 and 5.

**Table 4: Soil Design Parameters – Boring B-1**

Depth (ft.-ft.)	Average $N_{AUTO}$	Average $N_{ES}$	Recommended Values			Earth Pressure Coefficients		
			Friction Angle (Degrees)	Total Unit Weight (pcf)	Submerged Unit Weight (pcf)	Active, $K_a$	Passive, $K_p$	At rest, $K_o$
0 – 8	16	19	33	114	51	0.297	3.365	0.458
8 – 12	5	6	29	107	44	0.342	2.928	0.509
12 – 16	15	19	25	98	36	0.406	2.464	0.577
16 – 20	7	8	40	128	66	0.217	4.599	0.357

**Table 5: Soil Design Parameters– Boring B-2**

Depth (ft.-ft.)	Average $N_{AUTO}$	Average $N_{ES}$	Recommended Values			Earth Pressure Coefficients		
			Friction Angle (Degrees)	Total Unit Weight (pcf)	Submerged Unit Weight (pcf)	Active, $K_a$	Passive, $K_p$	At rest, $K_o$
0 – 8	15	19	33	113	51	0.299	3.343	0.460
8 – 14	6	8	30	108	46	0.334	2.996	0.501
14 – 16	17	21	25	98	36	0.406	2.464	0.577
16 – 20	6	7	40	128	66	0.217	4.599	0.357



The SPT borings were performed with a CME-45 drill rig utilizing an automatic hammer. For design recommendations and soil parameter correlations, the automatic hammer SPT N-Values ( $N_{AUTO}$ ) were converted to safety hammer SPT N-Values ( $N_{ES}$ ) using the conversion equation obtained from the FDOT Soils and Foundation Handbook,  $N_{ES} = 1.24 \times N_{AUTO}$ .

## 7.7 SEDIMENT ANALYSIS

The canal widening project is anticipated to involve the removal and placement of sediments on dry land. To assess the suitability of sediments for reuse, sediment samples were collected and analyzed for the metals arsenic, chromium, copper, lead and mercury, TRPH using the FL-PRO Method and PAH using EPA Method 8270C. The analytical results were compared to the Soil Cleanup Target Levels (SCTLs) established in Chapter 62-777, Florida Administrative Code (FAC).

A summary of the soil analytical results and SCTLs are shown on the attached Table A-1 – Summary of Sediment Analytical Results and corresponding Benzo(a)pyrene Conversion Tables. As shown in Table A-1, concentrations of metals arsenic, chromium, copper, lead and mercury, TRPH, and PAH were below the applicable SCTLs. The analytical results indicate the sediment is suitable for reuse in the canal widening project from an environmental perspective. Based on the analytical results, the material may also be disposed of off-site on either residential or commercial/industrial properties; however, a permit may be required from the Broward County Department of Environmental Management and Growth Management Department, Pollution Prevention Division. Considering the limited nature of the sediment sampling and analysis program described herein, a more extensive program may be required to better determine the quality of the sediments for reuse in residential and commercial/industrial properties.

## 8.0 LIMITATIONS

This report is intended for geotechnical purposes only, and does not document or detect the presence, or absence, of any environmental conditions at the site, nor is it intended to perform an environmental assessment of the site.

The analysis and recommendations presented in this report are based upon our interpretation of the subsurface information revealed by the test borings. The report does not reflect variations in subsurface conditions that may exist between or beyond these borings. Variations in soil and groundwater conditions should be expected, the nature and extent of which might not become evident until construction is undertaken. If variations are encountered, and/or the scope of the project altered, we should be consulted for additional recommendations.

RADISE International warrants that the professional services performed and presented in this report, are prepared for Craig A. Smith & Associates and are based upon typical standard of care recognized principles and practices in the discipline of geotechnical engineering and hydrogeology at this place and point in time, for this project site. No other warranties are expressed or implied.

**-oOo-**

RADISE appreciates the opportunity to be of service to you. Please feel free to contact us at 561-841-0103 if you have any questions or comments regarding this report.

**Respectfully submitted**  
**RADISE International, L.C.**



## **ATTACHMENTS**

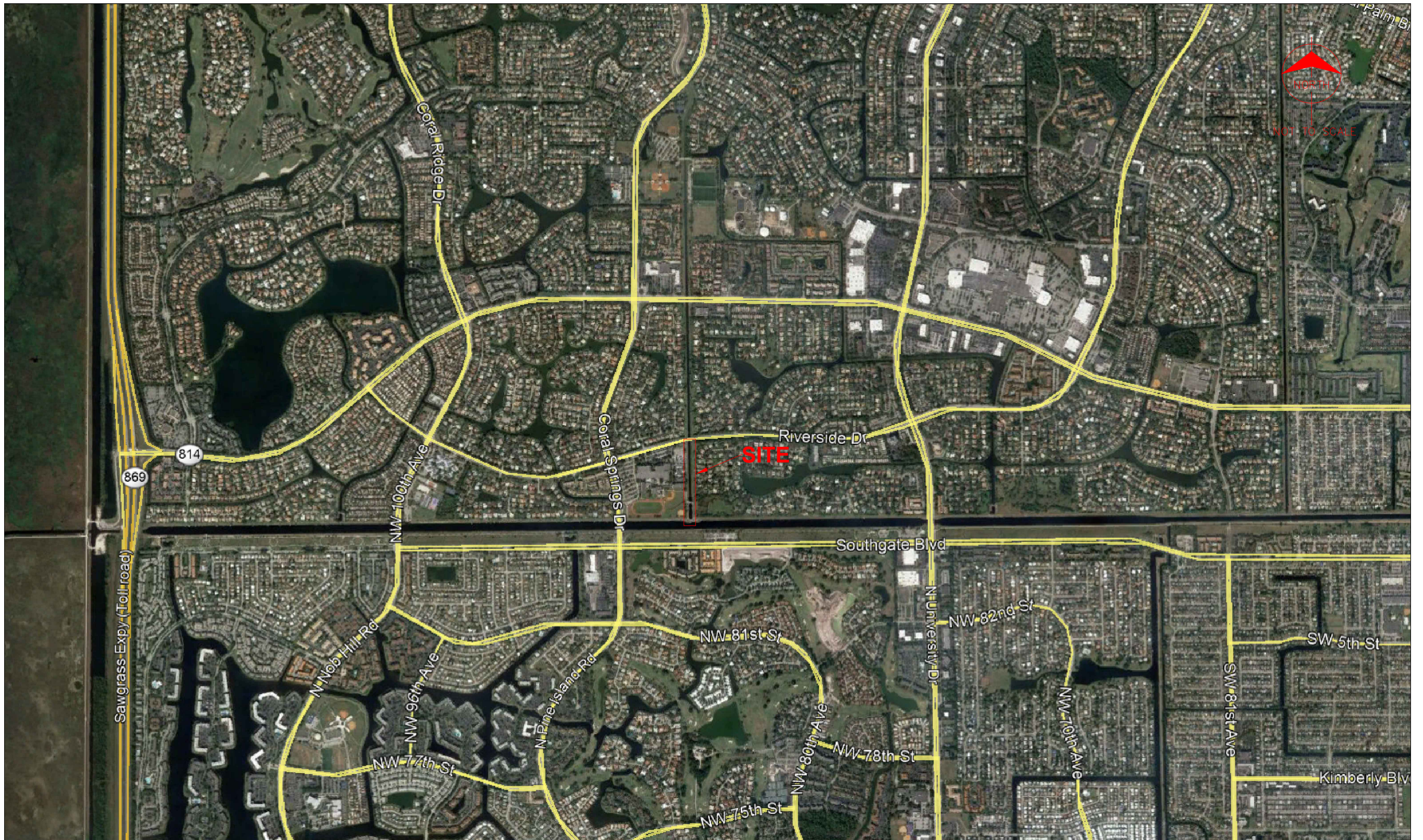
**SHEET 1: VICINITY MAP**

**SHEET 2: BORING LOCATION PLAN**

**SHEET 3: SUBSURFACE PROFILES**

**TABLE A-1: SUMMARY OF SEDIMENT ANALYTICAL RESULTS  
BENZO(A)PYRENE CONVERSION TABLES**





**REVISIONS**

Date.	By	Descriptions	Date.	By	Descriptions

Names	Dates
Drawn by AK	11/22/2019
Checked by NK	11/22/2019
Designed by AB	11/22/2019
Checked by AB	11/22/2019
Approved by	

**RADISE**  
INTERNATIONAL  
LICENSE NO. - 8901

ENGINEER OF RECORD  
ANDREW NIXON (P.E.No. - 71458)  
RADISE International  
4152 West Blue Heron Boulevard, Suite 1114  
Riviera Beach, Florida, 33404  
TEL 561-841-0103 FAX 561-841-0104  
URL : [http:// www.radise.net](http://www.radise.net)

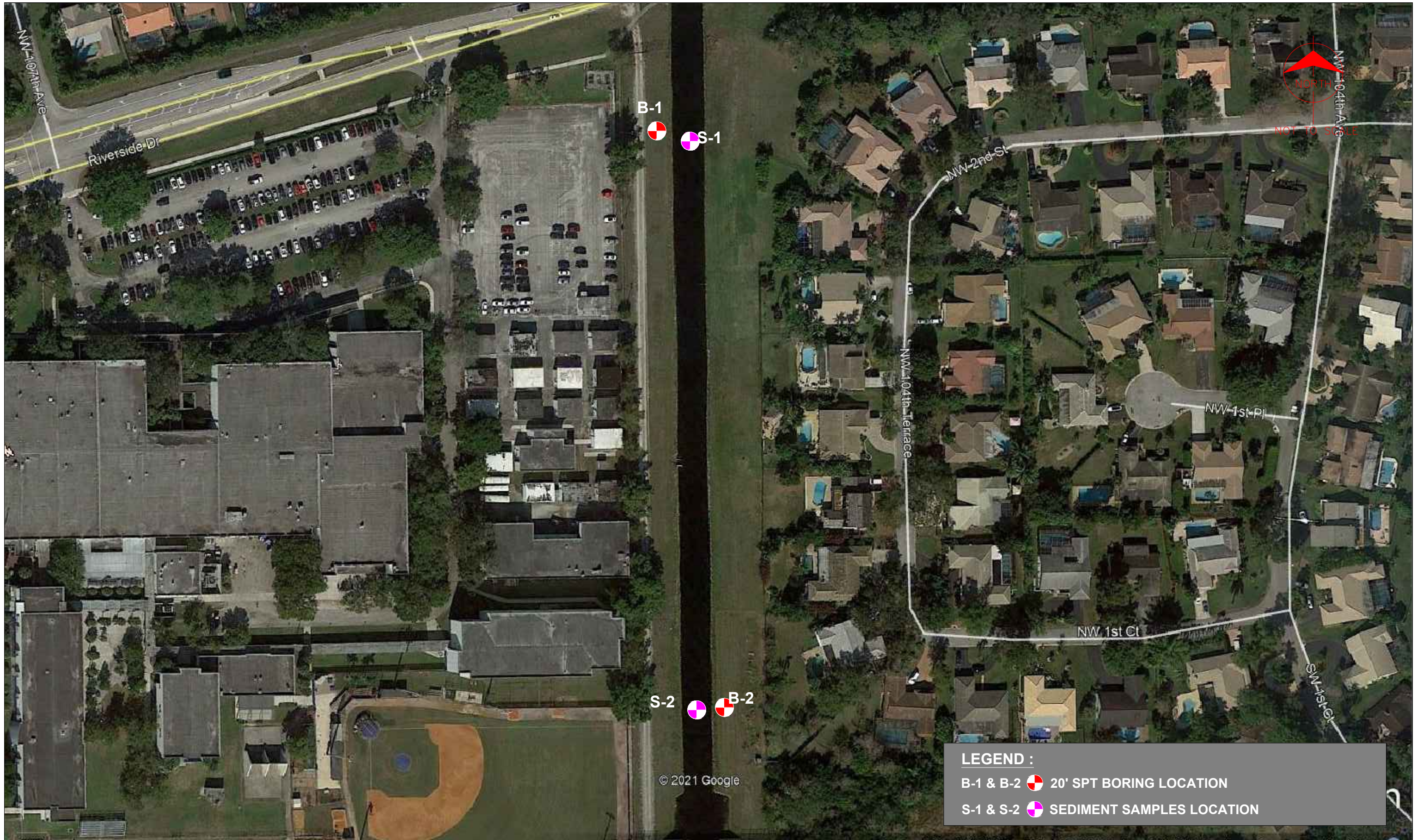
<b>SUNSHINE WATER CONTROL DISTRICT</b>	
COUNTY	CLIENT
<b>BROWARD</b>	<b>CRAIG A. SMITH &amp; ASSOCIATES</b>



SCALE:  
VERTICAL  
N.T.S.  
SCALE:  
HORIZONTAL  
N.T.S.

SHEET TITLE:  
**VICINITY MAP**  
PROJECT NAME:  
**WEST OUTFALL CANAL IMPROVEMENTS  
PHASE 2B**

SHEET NO.  
**1**  
RADISE PROJECT NO:  
**191007**





**LEGEND :**  
 B-1 & B-2  20' SPT BORING LOCATION  
 S-1 & S-2  SEDIMENT SAMPLES LOCATION

REVISIONS			
Date.	By	Descriptions	

Names	Dates
Drawn by AK	04/14/2021
Checked by NK	04/14/2021
Designed by AB	04/14/2021
Checked by AB	04/14/2021
Approved by	



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SUNSHINE WATER CONTROL DISTRICT	
COUNTY	CLIENT
BROWARD	CRAIG A. SMITH & ASSOCIATES

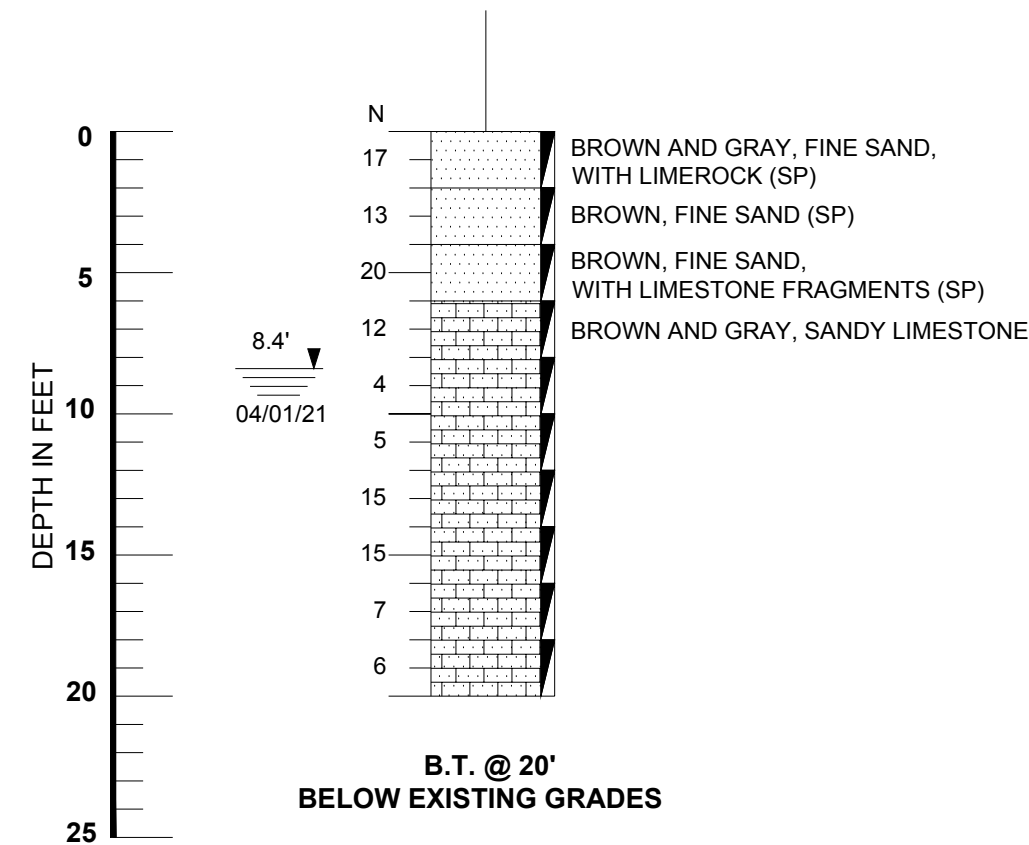
SCALE:  
 VERTICAL  
 N.T.S.  
 HORIZONTAL  
 N.T.S.

SHEET TITLE:  
**BORING LOCATION PLAN**  
 PROJECT NAME:  
**WEST OUTFALL CANAL IMPROVEMENTS  
 PHASE 2B**

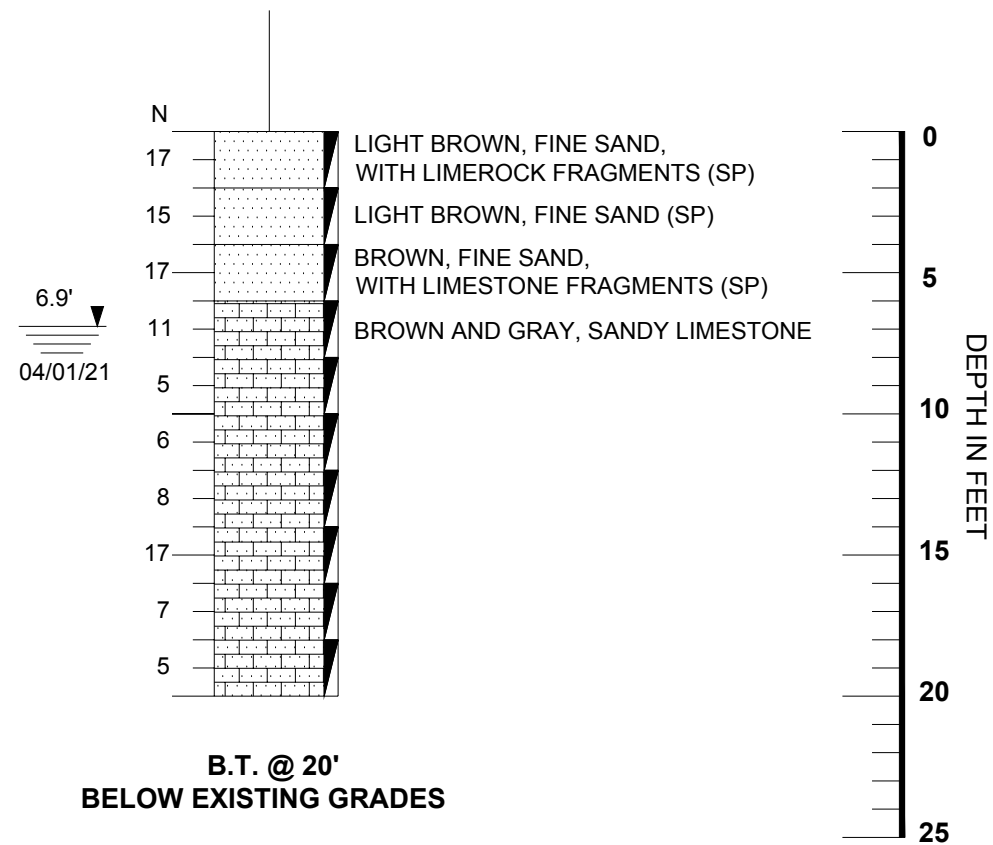
SHEET NO.  
**2**  
 RADISE PROJECT NO:  
**191007**



**BORING NO.** B-1  
**LONGITUDE:** W -80.2661°  
**LATITUDE:** N 26.2334°  
**RIG:** CME 45  
**HAMMER:** AUTO  
**DRILLER:** T.FLICKING  
**DATE:** 04/01/2021



**BORING NO.** B-2  
**LONGITUDE:** W -80.2658°  
**LATITUDE:** N 26.2314°  
**RIG:** CME 45  
**HAMMER:** AUTO  
**DRILLER:** T.FLICKING  
**DATE:** 04/01/2021



**LEGEND**

SAND (SP, SP-SM)      SANDY LIMESTONE

B.T @ 20' BORING TERMINATED AT 20 FEET BELOW THE EXISTING GROUND SURFACE  
 B-1 STANDARD PENETRATION TEST (SPT) BORING AND NUMBER  
 N STANDARD PENETRATION RESISTANCE-BLOWS PER FOOT USING AUTOMATIC HAMMER

SAMPLING INTERVAL

6.9' GROUNDWATER LEVEL IN FEET AND DRILLING DATE  
 04/01/21

GROUP SYMBOLS: MOISTURE CONTENT (%)  
 W ORGANIC CONTENT (%)  
 -200 AMOUNT PASSING US STANDARD 200 SIEVE (%)  
 SP, SP-SM UNIFIED SOIL CLASSIFICATION SYSTEM

**NOTES:**

- BORINGS WERE DRILLED ON 04/01/2021. SPT BORINGS WERE PERFORMED USING A CME-45C AUTOMATIC HAMMER DRILLING RIG (ASTM D1586).
- STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH TEST HOLE LOCATION ONLY. SOIL TRANSITIONS MAY BE MORE GRADUAL THAN IMPLIED.
- GROUNDWATER LEVELS SHOWN ON THE SUBSURFACE PROFILES REPRESENT GROUNDWATER SURFACES ON THE DATES SHOWN. GROUNDWATER LEVEL FLUCTUATIONS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.
- AFTER COMPLETION OF DRILLING, BOREHOLES WERE BACKFILLED WITH GROUT.

<b>STANDARD PENETRATION TEST DATA *</b>	
SPOON INSIDE DIA.	1.375 INCH
SPOON OUTSIDE DIA.	2 INCHES
AVG. HAMMER DROP	30 INCHES
HAMMER WEIGHT	140 POUNDS
GRANULAR MATERIALS	AUTOMATIC HAMMER
	SPT N - VALUE
<u>RELATIVE DENSITY</u>	<u>BLOWS/FOOT</u>
VERY LOOSE	LESS THAN 3
LOOSE	3 - 8
MEDIUM	8 - 24
DENSE	24 - 40
VERY DENSE	GREATER THAN 40
<u>SILTS AND CLAYS</u>	<u>AUTOMATIC HAMMER</u>
	<u>SPT N - VALUE</u>
<u>CONSISTENCY</u>	<u>BLOWS/FOOT</u>
VERY SOFT	LESS THAN 1
SOFT	1 - 3
FIRM	3 - 6
STIFF	6 - 12
VERY STIFF	12 - 24
HARD	GREATER THAN 24
*FDOT SOILS AND FOUNDATIONS HANDBOOK 2020	

**REVISIONS**

Date	By	Descriptions	Date	By	Descriptions

Names	Dates
AK	04/14/2021
NK	04/14/2021
AB	04/14/2021
AB	04/14/2021



ENGINEER OF RECORD  
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<b>SUNSHINE WATER CONTROL DISTRICT</b>	
COUNTY	CLIENT
BROWARD	CRAIG A. SMITH & ASSOCIATES

SCALE:  
 VERTICAL  
 N.T.S.  
 SCALE:  
 HORIZONTAL  
 N.T.S.

SHEET TITLE: <b>SUBSURFACE PROFILES</b>	SHEET NO. <b>3</b>
PROJECT NAME: <b>WEST OUTFALL CANAL IMPROVEMENTS PHASE 2B</b>	RADISE PROJECT NO: <b>191007</b>



**Table A-1: Summary of Sediment Analytical Results**

**Project Name:**

Sunshine Water Control District West Outfall Canal Improvements – Phase 2B

**Project ID:**

191007

Parameters	Units	Contamination Cleanup Target Levels			Analytical Results	
		Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	S-1	S-2
<b>EPA 6020</b>						
Arsenic	mg/kg	-	2.1	12	0.28i	0.77i
Chromium	mg/kg	38	210	470	1.5	2.8
Copper	mg/kg	-	150	89,000	5.4	15
Lead	mg/kg	-	400	1,400	1.3	2.9
Mercury	mg/kg	2.1	3	17	U	U
<b>EPA 8270</b>						
1-Methylnaphthalene	mg/kg	3.1	200	1,800	U	U
2-Methylnaphthalene	mg/kg	8.5	210	2,100	U	U
Acenaphthene	mg/kg	2.1	2,400	20,000	U	U
Acenaphthylene	mg/kg	27	1,800	20,000	U	U
Anthracene	mg/kg	2,500	21,000	300,000	U	U
Benzo(a)anthracene	mg/kg	0.8	-	-	U	U
Benzo(a)pyrene	mg/kg	8	0.1	0.7	U	0.036i
Benzo(b)fluoranthene	mg/kg	2.4	-	-	U	0.063i
Benzo(g,h,i)perylene	mg/kg	32,000	2,500	52,000	U	U
Benzo(k)fluoranthene	mg/kg	24	-	-	U	U
Chrysene	mg/kg	77	-	-	U	U
Dibenz(a,h)anthracene	mg/kg	0.7	-	-	U	U
Fluoranthene	mg/kg	1,200	3,200	59,000	U	U
Fluorene	mg/kg	160	2,600	33,000	U	U
Indeno(1,2,3-cd)pyrene	mg/kg	6.6	-	-	U	U
Naphthalene	mg/kg	1.2	55	300	U	U
Phenanthrene	mg/kg	250	2,200	36,000	U	U
Pyrene	mg/kg	880	2,400	45,000	U	U
Benzo(a)pyrene equivalent*	mg/kg	-	0.1	0.7	U	0.01i
<b>FL-PRO</b>						
Petroleum Range Organics	mg/kg	340	460	2700	16.1	23.4

**Notes:**

1. (BOLDED CONCENTRATION) exceeds its residential direct exposure limit per Table 2 of Chapter 62-777, FAC.
2. (BOLDED ITALICIZED CONCENTRATION) exceeds its commercial direct exposure limit per Table 2 of Chapter 62-777, FAC.
3. (BOLDED ITALICIZED CONCENTRATION) with an \*\* beside it exceeds its leachability limit established in Table 2 of Chapter 62-777, FAC.
4. "U" flag indicates concentration was below the method detection limit (MDL).
5. "i" flag indicates concentration was between the MDL and practical quantitation limit (PQL).
6. \*Refer to Benzo(a)pyrene equivalent tables

**Anlytical results indicate concentration levels are below the direct exposure limits for all parameters.**

## Benzo(a)pyrene Conversion, Table

For Direct Exposure Soil Cleanup Target Levels

Site Name: Sunshine Water Control District West Outfall Canal Improvements - Phase 2B  
 Location: Broward  
 Facility ID No.: \_\_\_\_\_  
  
 Soil Sample No. S-1  
 Sample Date 1-Apr-21  
 Location: S-1 Canal Sediments  
 Depth (ft): 0-1.7 feet

**INSTRUCTIONS:** Calculate Total Benzo(a)pyrene Equivalents if at least one of the carcinogenic PAHs is detected in the sample at a concentration equal to or higher than the Method Detection Limit (MDL), whether quantified with certainty (the concentration reported has no qualifier) or estimated (the concentration reported has a “J”, “T” or “I” qualifier). Enter the contaminant concentrations (in mg/kg) for all seven carcinogenic PAHs in the yellow boxes using the following criteria (and see table below):

1. If quantified with certainty, or estimated and has the “J” qualifier, enter the reported value;
2. If not detected at the MDL (the concentration reported is the MDL followed by the “U” qualifier) enter 1/2 of the reported value;
3. If detected at a concentration lower than the MDL and the concentration is estimated (has the “T” qualifier) enter the estimated value;
4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the “I” qualifier) enter the estimated value;
5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the “M” qualifier) enter 1/2 of the reported value.

Contaminant	Concentration (mg/kg)	Toxic Equivalency Factor	Benzo(a)pyrene Equivalents
Benzo(a)pyrene	0.000	1.0	0.000
Benzo(a)anthracene	0.000	0.1	0.000
Benzo(b)fluoranthene	0.000	0.1	0.000
Benzo(k)fluoranthene	0.000	0.01	0.000
Chrysene	0.000	0.001	0.000
Dibenz(a,h)anthracene	0.000	1.0	0.000
Indeno(1,2,3-cd)pyrene	0.000	0.1	0.000

DE Residential = 0.1 mg/kg; DE

Total Benzo(a)pyrene Equivalents = 0.0

The concentration shown does not exceed the Residential Direct Exposure SCTL of 0.1 mg/kg.

The concentration shown does not exceed the Industrial Direct Exposure SCTL of 0.7 mg/kg.

Summary Criteria for Table Entries			
Detection	Concentration Reported	Data Qualifier	Enter
Various	Quantified with certainty	None	reported value
Various	Estimated	J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
< MDL	Estimated	T	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	PQL	M	1/2 reported value



## Benzo(a)pyrene Conversion, Table

For Direct Exposure Soil Cleanup Target Levels

Site Name: Sunshine Water Control District West Outfall Canal Improvements - Phase 2B  
 Location: Broward  
 Facility ID No.: \_\_\_\_\_

Soil Sample No. S-2 Canal Sediments  
 Sample Date 1-Apr-21  
 Location: S-2 Canal Sediments  
 Depth (ft): 0-1.5 feet

**INSTRUCTIONS:** Calculate Total Benzo(a)pyrene Equivalents if at least one of the carcinogenic PAHs is detected in the sample at a concentration equal to or higher than the Method Detection Limit (MDL), whether quantified with certainty (the concentration reported has no qualifier) or estimated (the concentration reported has a “J”, “T” or “I” qualifier). Enter the contaminant concentrations (in mg/kg) for all seven carcinogenic PAHs in the yellow boxes using the following criteria (and see table below):

1. If quantified with certainty, or estimated and has the “J” qualifier, enter the reported value;
2. If not detected at the MDL (the concentration reported is the MDL followed by the “U” qualifier) enter 1/2 of the reported value;
3. If detected at a concentration lower than the MDL and the concentration is estimated (has the “T” qualifier) enter the estimated value;
4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the “I” qualifier) enter the estimated value;
5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the “M” qualifier) enter 1/2 of the reported value.

Contaminant	Concentration (mg/kg)	Toxic Equivalency Factor	Benzo(a)pyrene Equivalents
Benzo(a)pyrene	0.036	1.0	0.036
Benzo(a)anthracene	0.000	0.1	0.000
Benzo(b)fluoranthene	0.063	0.1	0.006
Benzo(k)fluoranthene	0.000	0.01	0.000
Chrysene	0.000	0.001	0.000
Dibenz(a,h)anthracene	0.000	1.0	0.000
Indeno(1,2,3-cd)pyrene	0.000	0.1	0.000

DE Residential = 0.1 mg/kg; DE

Total Benzo(a)pyrene Equivalents = 0.0

The concentration shown does not exceed the Residential Direct Exposure SCTL of 0.1 mg/kg.

The concentration shown does not exceed the Industrial Direct Exposure SCTL of 0.7 mg/kg.

Summary Criteria for Table Entries			
Detection	Concentration Reported	Data Qualifier	Enter
Various	Quantified with certainty	None	reported value
Various	Estimated	J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
< MDL	Estimated	T	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	PQL	M	1/2 reported value

**APPENDIX A**

**LABORATORY ANALYTICAL REPORT**

April 13, 2021

Akash Bisson  
Radise International  
4152 West Blue Heron Blvd  
Suite 1114  
West Palm Beach, FL 33404

RE: LOG# 2173230  
Project ID: SWCD West Outfall Canal  
COC# 2173230

Dear Akash Bisson:

Enclosed are the analytical results for sample(s) received by the laboratory on Tuesday, April 06, 2021. Results reported herein conform to the most current NELAC standards, where applicable, unless indicated by \* in the body of the report. The enclosed Chain of Custody is a component of this package and should be retained with the package and incorporated therein.

Results for all solid matrices are reported in dry weight unless otherwise noted. Results for all liquid matrices are reported as received in the laboratory unless otherwise noted. Results relate only to the samples received. Should insufficient sample be provided to the laboratory to meet the method and NELAC Matrix Duplicate and Matrix Spike requirements, then the data will be analyzed, evaluated and reported using all other available quality control measures.

Samples are disposed of after 30 days of their receipt by the laboratory unless extended storage is requested in writing. The laboratory maintains the right to charge storage fees for archived samples. This report will be archived for 5 years after which time it will be destroyed without further notice, unless prior arrangements have been made.

Certain analyses are subcontracted to outside NELAC certified laboratories, please see the Project Summary section of this report for NELAC certification numbers of laboratories used. A Statement of Qualifiers is available upon request.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Rebecca Lourido for  
Kacia Baldwin  
kaciab@jupiterlabs.com

Report ID: 2173230 - 3039672  
4/13/2021

Page 1 of 16

NELAP Accredited  
FDOH# E86546  
CERTIFICATE OF ANALYSIS

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**SAMPLE ANALYTE COUNT**

Workorder: 2173230

Project ID: SWCD West Outfall Canal

Lab ID	Sample ID	Method	Analytes Reported
2173230001	S-1	EPA 6020	5
		EPA 8310 List by 8270C SIM (S)	21
		FL-PRO (GC)	3
		SM 2540G	1
2173230002	S-2	EPA 6020	5
		EPA 8310 List by 8270C SIM (S)	21
		FL-PRO (GC)	3
		SM 2540G	1

**CERTIFICATE OF ANALYSIS**

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**SAMPLE SUMMARY**

Workorder: 2173230

Project ID: SWCD West Outfall Canal

Lab ID	Sample ID	Matrix	Date Collected	Date Received
2173230001	S-1	Soil/Solid	4/1/2021 13:00	4/6/2021 12:50
2173230002	S-2	Soil/Solid	4/1/2021 13:30	4/6/2021 12:50

**CERTIFICATE OF ANALYSIS**

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### ANALYTICAL RESULTS

Workorder: 2173230

Project ID: SWCD West Outfall Canal

Lab ID: **2173230001** Date Received: 4/6/2021 12:50 Matrix: Soil/Solid  
Sample ID: **S-1** Date Collected: 4/1/2021 13:00

Parameters	Results	Units	PQL	MDL	DF Prepared	By	Analyzed	By	Qual
------------	---------	-------	-----	-----	-------------	----	----------	----	------

#### Semivolatiles by EPA 8270C

Analysis Desc: PAH List by 8270C SIM (S)			Preparation Method: EPA 3545						
			Analytical Method: EPA 8310 List by 8270C SIM (S)						
1-Methylnaphthalene	U mg/Kg	0.792	0.198	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
2-Methylnaphthalene	U mg/Kg	0.792	0.198	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Acenaphthene	U mg/Kg	0.396	0.099	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Acenaphthylene	U mg/Kg	0.396	0.099	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Anthracene	U mg/Kg	0.396	0.099	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Benzo(a)anthracene	U mg/Kg	0.238	0.059	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Benzo(a)pyrene	U mg/Kg	0.238	0.036	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Benzo(b)fluoranthene	U mg/Kg	0.238	0.052	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Benzo(g,h,i)perylene	U mg/Kg	0.238	0.059	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Benzo(k)fluoranthene	U mg/Kg	0.238	0.059	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Chrysene	U mg/Kg	0.238	0.059	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Dibenzo(a,h)anthracene	U mg/Kg	0.238	0.014	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Fluoranthene	U mg/Kg	0.396	0.099	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Fluorene	U mg/Kg	0.396	0.099	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Indeno(1,2,3-cd)pyrene	U mg/Kg	0.238	0.059	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Naphthalene	U mg/Kg	0.792	0.198	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Phenanthrene	U mg/Kg	0.396	0.198	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Pyrene	U mg/Kg	0.396	0.099	1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
Nitrobenzene-d5 (S)	84 %	20-150		1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
2-Fluorobiphenyl (S)	79 %	30-150		1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	
p-Terphenyl-d14 (S)	63 %	15-150		1	4/7/2021 11:02	TDB	4/12/2021 14:36	EE	

#### Wet Chemistry

Analysis Desc: 2540G Percent Solids (Dryweight)			Analytical Method: SM 2540G						
Percent Solids (Dryweight)	71.3 %	0.1		1			4/12/2021 16:46	TDB	

#### Semivolatiles by GC

Analysis Desc: Florida PRO by GC (S)			Preparation Method: EPA 3545						
			Analytical Method: FL-PRO (GC)						
Florida Pro Total	16.1i mg/Kg	19.8	9.90	1	4/7/2021 11:01	TDB	4/13/2021 14:16	EE	
o-Terphenyl (S)	77 %	66-136		1	4/7/2021 11:01	TDB	4/13/2021 14:16	EE	
n-Triacontane-d62 (S)	84 %	36-132		1	4/7/2021 11:01	TDB	4/13/2021 14:16	EE	

Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)			Preparation Method: EPA 3050B (mod)						
			Analytical Method: EPA 6020						
Chromium	1.5 mg/Kg	1.5	0.31	2	4/7/2021 08:15	CF	4/8/2021 03:14	ZS	
Copper	5.4 mg/Kg	1.2	0.23	2	4/7/2021 08:15	CF	4/8/2021 03:14	ZS	



**ANALYTICAL RESULTS**

Workorder: 2173230

Project ID: SWCD West Outfall Canal

Lab ID: **2173230001**

Date Received: 4/6/2021 12:50

Matrix: Soil/Solid

Sample ID: **S-1**

Date Collected: 4/1/2021 13:00

Parameters	Results	Units	PQL	MDL	DF Prepared	By	Analyzed	By	Qual
Arsenic	0.28i	mg/Kg	0.70	0.12	2 4/7/2021 08:15	CF	4/8/2021 03:14	ZS	
Mercury		U mg/Kg	0.86	0.17	2 4/7/2021 08:15	CF	4/8/2021 03:14	ZS	
Lead	1.3	mg/Kg	0.70	0.11	2 4/7/2021 08:15	CF	4/8/2021 03:14	ZS	



### ANALYTICAL RESULTS

Workorder: 2173230

Project ID: SWCD West Outfall Canal

Lab ID: **2173230002** Date Received: 4/6/2021 12:50 Matrix: Soil/Solid  
Sample ID: **S-2** Date Collected: 4/1/2021 13:30

Parameters	Results	Units	PQL	MDL	DF Prepared	By	Analyzed	By	Qual
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#### Semivolatiles by EPA 8270C

Analysis Desc: PAH List by 8270C SIM (S)			Preparation Method: EPA 3545						
			Analytical Method: EPA 8310 List by 8270C SIM (S)						
1-Methylnaphthalene	U	mg/Kg	0.752	0.188	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
2-Methylnaphthalene	U	mg/Kg	0.752	0.188	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Acenaphthene	U	mg/Kg	0.376	0.094	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Acenaphthylene	U	mg/Kg	0.376	0.094	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Anthracene	U	mg/Kg	0.376	0.094	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Benzo(a)anthracene	U	mg/Kg	0.226	0.056	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Benzo(a)pyrene	0.036i	mg/Kg	0.226	0.035	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Benzo(b)fluoranthene	0.063i	mg/Kg	0.226	0.049	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Benzo(g,h,i)perylene	U	mg/Kg	0.226	0.056	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Benzo(k)fluoranthene	U	mg/Kg	0.226	0.056	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Chrysene	U	mg/Kg	0.226	0.056	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Dibenzo(a,h)anthracene	U	mg/Kg	0.226	0.014	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Fluoranthene	U	mg/Kg	0.376	0.094	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Fluorene	U	mg/Kg	0.376	0.094	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Indeno(1,2,3-cd)pyrene	U	mg/Kg	0.226	0.056	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Naphthalene	U	mg/Kg	0.752	0.188	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Phenanthrene	U	mg/Kg	0.376	0.188	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Pyrene	U	mg/Kg	0.376	0.094	1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
Nitrobenzene-d5 (S)	89	%	20-150		1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
2-Fluorobiphenyl (S)	83	%	30-150		1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE
p-Terphenyl-d14 (S)	48	%	15-150		1	4/7/2021 11:02	TDB	4/12/2021 14:59	EE

#### Wet Chemistry

Analysis Desc: 2540G Percent Solids (Dryweight)			Analytical Method: SM 2540G						
Percent Solids (Dryweight)	60.2	%	0.1		1			4/12/2021 14:40	TDB

#### Semivolatiles by GC

Analysis Desc: Florida PRO by GC (S)			Preparation Method: EPA 3545						
			Analytical Method: FL-PRO (GC)						
Florida Pro Total	23.4	mg/Kg	22.6	11.3	1	4/7/2021 11:01	TDB	4/13/2021 14:37	EE
o-Terphenyl (S)	93	%	66-136		1	4/7/2021 11:01	TDB	4/13/2021 14:37	EE
n-Triacontane-d62 (S)	106	%	36-132		1	4/7/2021 11:01	TDB	4/13/2021 14:37	EE

Analysis Desc: EPA 6020 Metals SCAN by ICP/MS (S)			Preparation Method: EPA 3050B (mod)						
			Analytical Method: EPA 6020						
Chromium	2.8	mg/Kg	1.8	0.36	2	4/7/2021 08:15	CF	4/8/2021 03:18	ZS
Copper	15	mg/Kg	1.4	0.27	2	4/7/2021 08:15	CF	4/8/2021 03:18	ZS





**ANALYTICAL RESULTS**

Workorder: 2173230

Project ID: SWCD West Outfall Canal

Lab ID: **2173230002**

Date Received: 4/6/2021 12:50

Matrix: Soil/Solid

Sample ID: **S-2**

Date Collected: 4/1/2021 13:30

Parameters	Results	Units	PQL	MDL	DF Prepared	By	Analyzed	By	Qual
Arsenic	0.77i	mg/Kg	0.83	0.14	2 4/7/2021 08:15	CF	4/8/2021 03:18	ZS	
Mercury	U	mg/Kg	1.0	0.20	2 4/7/2021 08:15	CF	4/8/2021 03:18	ZS	
Lead	2.9	mg/Kg	0.83	0.13	2 4/7/2021 08:15	CF	4/8/2021 03:18	ZS	



## ANALYTICAL RESULTS QUALIFIERS

Workorder: 2173230

Project ID: SWCD West Outfall Canal

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### PARAMETER QUALIFIERS

### PROJECT COMMENTS

2173230

A reported value of U indicates that the compound was analyzed for but not detected above the MDL. A value flagged with an "i" flag indicates that the reported value is between the laboratory method detection limit and the practical quantitation limit.



### QUALITY CONTROL DATA

Workorder: 2173230

Project ID: SWCD West Outfall Canal

QC Batch: XXX/14798 Analysis Method: FL-PRO (GC)  
QC Batch Method: EPA 3545  
Associated Lab Samples: 2173222001 2173222002 2173230001 2173230002

METHOD BLANK: 221986

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
Semivolatiles by GC				
o-Terphenyl (S)	%	77	66-136	
n-Triacontane-d62 (S)	%	74	36-132	
Florida Pro Total	mg/Kg	U	5.00	

LABORATORY CONTROL SAMPLE & LCSD: 221987 221988

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Semivolatiles by GC										
o-Terphenyl (S)	%				88	82	66-136	8	25	
n-Triacontane-d62 (S)	%				87	82	36-132	7	25	
Florida Pro Total	mg/Kg	34.1	27.2	27.0	80	79	65-119	0.7	25	

MATRIX SPIKE SAMPLE: 221989 Original: 2173222001

Parameter	Units	Original Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Semivolatiles by GC							
o-Terphenyl (S)	%				71	66-136	
n-Triacontane-d62 (S)	%				83	36-132	
Florida Pro Total	mg/Kg	52.4	59.1	72.8	34	39-181	J4

SAMPLE DUPLICATE: 221990 Original: 2173222002

Parameter	Units	Original Result	DUP Result	RPD	Max RPD	Qualifiers
Semivolatiles by GC						
o-Terphenyl (S)	%	2.15		10	25	J2
n-Triacontane-d62 (S)	%	2.13		2	25	
Florida Pro Total	mg/Kg	10.8	U	0	25	



**QUALITY CONTROL DATA**

Workorder: 2173230

Project ID: SWCD West Outfall Canal

QC Batch:	XXX/14803	Analysis Method:		EPA 8310 List by 8270C SIM (S)		
QC Batch Method:	EPA 3545					
Associated Lab Samples:	2173229082	2173229083	2173229086	2173229087	2173229090	2173229091
	2173229094	2173229095	2173229098	2173229099	2173230001	2173230002

METHOD BLANK: 222068

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
Semivolatiles by EPA 8270C				
Nitrobenzene-d5 (S)	%	90	20-150	
2-Fluorobiphenyl (S)	%	97	30-150	
p-Terphenyl-d14 (S)	%	125	15-150	
Naphthalene	mg/Kg	U	0.100	
2-Methylnaphthalene	mg/Kg	U	0.100	
1-Methylnaphthalene	mg/Kg	U	0.100	
Acenaphthylene	mg/Kg	U	0.050	
Acenaphthene	mg/Kg	U	0.050	
Fluorene	mg/Kg	U	0.050	
Phenanthrene	mg/Kg	U	0.100	
Anthracene	mg/Kg	U	0.050	
Fluoranthene	mg/Kg	U	0.050	
Pyrene	mg/Kg	U	0.050	
Benzo(a)anthracene	mg/Kg	U	0.030	
Chrysene	mg/Kg	U	0.030	
Benzo(b)fluoranthene	mg/Kg	U	0.026	
Benzo(k)fluoranthene	mg/Kg	U	0.030	
Benzo(a)pyrene	mg/Kg	U	0.018	
Dibenzo(a,h)anthracene	mg/Kg	U	0.00720	
Indeno(1,2,3-cd)pyrene	mg/Kg	U	0.030	
Benzo(g,h,i)perylene	mg/Kg	U	0.030	

LABORATORY CONTROL SAMPLE & LCSD: 222069 222070

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Semivolatiles by EPA 8270C										
Nitrobenzene-d5 (S)	%				91	95	20-150	4	40	
2-Fluorobiphenyl (S)	%				104	86	30-150	19	40	
p-Terphenyl-d14 (S)	%				87	80	15-150	8	40	
Naphthalene	mg/Kg	2.01	1.90	1.80	95	89	40-150	5	40	
2-Methylnaphthalene	mg/Kg	2	1.88	1.66	94	83	40-150	12	40	
1-Methylnaphthalene	mg/Kg	2	1.76	1.71	88	86	40-150	3	40	
Acenaphthylene	mg/Kg	2.01	1.95	1.71	97	85	40-150	13	40	
Acenaphthene	mg/Kg	2.01	1.75	1.71	87	85	35-150	2	40	

Report ID: 2173230 - 3039672  
4/13/2021

Page 10 of 16

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**QUALITY CONTROL DATA**

Workorder: 2173230

Project ID: SWCD West Outfall Canal

LABORATORY CONTROL SAMPLE & LCSD: 222069 222070

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Fluorene	mg/Kg	2.01	1.76	1.67	87	83	40-150	5	40	
Phenanthrene	mg/Kg	2.02	1.70	1.67	84	83	40-150	2	40	
Anthracene	mg/Kg	2	1.66	1.66	83	83	40-150	0	40	
Fluoranthene	mg/Kg	2.02	1.66	1.64	82	81	40-150	1	40	
Pyrene	mg/Kg	2.01	1.63	1.58	81	79	40-150	3	40	
Benzo(a)anthracene	mg/Kg	2	1.88	1.84	94	92	40-150	2	40	
Chrysene	mg/Kg	2.02	1.76	1.71	87	85	40-150	3	40	
Benzo(b)fluoranthene	mg/Kg	2	1.71	1.52	85	76	40-150	12	40	
Benzo(k)fluoranthene	mg/Kg	2	1.43	1.46	71	73	40-150	2	40	
Benzo(a)pyrene	mg/Kg	2	1.69	1.61	85	80	40-150	5	40	
Dibenzo(a,h)anthracene	mg/Kg	2.02	1.52	1.43	75	71	40-150	6	40	
Indeno(1,2,3-cd)pyrene	mg/Kg	2.02	1.63	1.55	81	77	40-150	5	40	
Benzo(g,h,i)perylene	mg/Kg	2.02	1.63	1.55	81	77	40-150	5	40	

MATRIX SPIKE SAMPLE: 222071

Original: 2173229082

Parameter	Units	Original Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Semivolatiles by EPA 8270C							
Nitrobenzene-d5 (S)	%				86	20-150	
2-Fluorobiphenyl (S)	%				85	30-150	
p-Terphenyl-d14 (S)	%				83	15-150	
Naphthalene	mg/Kg	0	2.47	2.28	92	40-150	
2-Methylnaphthalene	mg/Kg	0	2.45	1.97	80	40-150	
1-Methylnaphthalene	mg/Kg	0	2.45	2.03	83	40-150	
Acenaphthylene	mg/Kg	0	2.46	2.13	87	40-150	
Acenaphthene	mg/Kg	0	2.46	2.07	84	35-150	
Fluorene	mg/Kg	0	2.47	2.04	83	40-150	
Phenanthrene	mg/Kg	0	2.47	2.01	81	40-150	
Anthracene	mg/Kg	0	2.46	2.04	83	40-150	
Fluoranthene	mg/Kg	0.00627	2.48	2	81	40-150	
Pyrene	mg/Kg	0.00656	2.46	2.02	82	40-150	
Benzo(a)anthracene	mg/Kg	0.00921	2.45	2.39	97	40-150	
Chrysene	mg/Kg	0.00377	2.48	2.13	86	40-150	
Benzo(b)fluoranthene	mg/Kg	0.0084	2.45	2.02	82	40-150	
Benzo(k)fluoranthene	mg/Kg	0.00206	2.46	1.68	68	40-150	
Benzo(a)pyrene	mg/Kg	0.00424	2.45	2.09	85	40-150	
Dibenzo(a,h)anthracene	mg/Kg	0	2.48	1.79	72	40-150	
Indeno(1,2,3-cd)pyrene	mg/Kg	0	2.47	1.89	76	40-150	
Benzo(g,h,i)perylene	mg/Kg	0.00397	2.47	1.85	75	40-150	



**QUALITY CONTROL DATA**

Workorder: 2173230

Project ID: SWCD West Outfall Canal

SAMPLE DUPLICATE: 222072

Original: 2173229083

Parameter	Units	Original Result	DUP Result	RPD	Max RPD	Qualifiers
Semivolatiles by EPA 8270C						
Nitrobenzene-d5 (S)	%	1970		0.5	40	
2-Fluorobiphenyl (S)	%	1530		15	40	
p-Terphenyl-d14 (S)	%	1450		25	40	
Naphthalene	mg/Kg	U	U	0	40	
2-Methylnaphthalene	mg/Kg	U	U	0	40	
1-Methylnaphthalene	mg/Kg	U	U	0	40	
Acenaphthylene	mg/Kg	U	U	0	40	
Acenaphthene	mg/Kg	U	U	0	40	
Fluorene	mg/Kg	U	U	0	40	
Phenanthrene	mg/Kg	U	U	0	40	
Anthracene	mg/Kg	U	U	0	40	
Fluoranthene	mg/Kg	U	U	0	40	
Pyrene	mg/Kg	U	U	0	40	
Benzo(a)anthracene	mg/Kg	U	U	0	40	
Chrysene	mg/Kg	U	U	0	40	
Benzo(b)fluoranthene	mg/Kg	U	U	0	40	
Benzo(k)fluoranthene	mg/Kg	U	U	0	40	
Benzo(a)pyrene	mg/Kg	U	U	0	40	
Dibenzo(a,h)anthracene	mg/Kg	U	U	0	40	
Indeno(1,2,3-cd)pyrene	mg/Kg	U	U	0	40	
Benzo(g,h,i)perylene	mg/Kg	U	U	0	40	



### QUALITY CONTROL DATA

Workorder: 2173230

Project ID: SWCD West Outfall Canal

QC Batch:	MXX/12885	Analysis Method:		EPA 6020		
QC Batch Method:	EPA 3050B (mod)					
Associated Lab Samples:	2173103006	2173103014	2173103016	2173103021	2173103022	2173103023
	2173103024	2173103029	2173103030	2173103031	2173103032	2173103037
	2173103039	2173230001	2173230002			

METHOD BLANK: 222079

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
Chromium	mg/Kg	U	0.11	
Copper	mg/Kg	U	0.082	
Arsenic	mg/Kg	U	0.041	
Mercury	mg/Kg	U	0.061	
Lead	mg/Kg	U	0.039	

LABORATORY CONTROL SAMPLE & LCSD: 222080 222081

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Chromium	mg/Kg	10	9.9	10	99.3	101	80-120	1.01	20	
Copper	mg/Kg	10	10	10	99.5	102	80-120	0	20	
Arsenic	mg/Kg	10	10	10	101	102	80-120	0	20	
Mercury	mg/Kg	1.3	1.3	1.2	100	99.9	80-120	8	20	
Lead	mg/Kg	10	9.8	9.9	97.7	98.5	80-120	1.02	20	

MATRIX SPIKE SAMPLE: 222083 Original: 2173103039

Parameter	Units	Original Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Chromium	mg/Kg	10	20	28	90.2	75-125	
Copper	mg/Kg	47	20	66	97.3	75-125	
Arsenic	mg/Kg	2	20	20	89.1	75-125	
Mercury	mg/Kg	0.023	2.5	2.6	101	75-125	
Lead	mg/Kg	8	20	28	102	75-125	



**QUALITY CONTROL DATA**

Workorder: 2173230

Project ID: SWCD West Outfall Canal

SAMPLE DUPLICATE: 222082

Original: 2173103039

Parameter	Units	Original Result	DUP Result	RPD	Max RPD	Qualifiers
Chromium	mg/Kg	10	14	0	20	
Copper	mg/Kg	47	66	2.11	20	
Arsenic	mg/Kg	2	2.8	0	20	
Mercury	mg/Kg	U	U	0	20	
Lead	mg/Kg	8	11	2.47	20	





## QUALITY CONTROL DATA QUALIFIERS

Workorder: 2173230

Project ID: SWCD West Outfall Canal

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### QUALITY CONTROL PARAMETER QUALIFIERS

- J2 Surrogate recovery was outside defined limits due to matrix interference.
- J4 MS/MSD recovery exceeded control limits due to matrix interference. LCS/LCSD recovery was within acceptable range.

#### CERTIFICATE OF ANALYSIS

This report shall not be reproduced, except in full,  
without the written consent of Jupiter Environmental Laboratories, Inc..



**QUALITY CONTROL DATA CROSS REFERENCE TABLE**

Workorder: 2173230

Project ID: SWCD West Outfall Canal

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
2173230001	S-1	EPA 3545	XXX/14798	FL-PRO (GC)	XGCP/5117
2173230002	S-2	EPA 3545	XXX/14798	FL-PRO (GC)	XGCP/5117
2173230001	S-1	EPA 3545	XXX/14803	EPA 8310 List by 8270C SIM (S)	XMS/7673
2173230002	S-2	EPA 3545	XXX/14803	EPA 8310 List by 8270C SIM (S)	XMS/7673
2173230001	S-1	EPA 3050B (mod)	MXX/12885	EPA 6020	MMS/11440
2173230002	S-2	EPA 3050B (mod)	MXX/12885	EPA 6020	MMS/11440
2173230002	S-2	SM 2540G	WGR/4917		
2173230001	S-1	SM 2540G	WGR/4920		



# Jupiter

Environmental Laboratories, Inc.

www.jupiterlabs.com  
150 S. Old Dixie Highway, Jupiter, FL 33458  
(561) 575-0030 • FAX (561) 575-4118 • clientservices@jupiterlabs.com

J.E.L. Log # 2173230

P.O. # \_\_\_\_\_

Quote # \_\_\_\_\_

Company Name <u>RADISE International, L.C.</u>						<b>LAB ANALYSIS</b>								Requested Turnaround Time																																				
Address <u>4152 W. Blue Heron Blvd., Suite 1114</u>						Parameters	Pres Codes	Field Filtered (Y/N)	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> <td style="width: 20px; height: 40px;"></td> </tr> <tr> <td style="writing-mode: vertical-rl; text-orientation: mixed;">PAH</td> <td style="writing-mode: vertical-rl; text-orientation: mixed;">TRPH</td> <td style="writing-mode: vertical-rl; text-orientation: mixed;">Metals</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																								PAH	TRPH	Metals														Note: Rush requests subject to acceptance by the laboratory	
PAH	TRPH	Metals																																																
City <u>Riviera Beach</u> State <u>FL</u> Zip <u>33404</u>																	<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Expedited																																	
Sampling Site Address <u>Riverside Drive</u>																	Due ___/___/___																																	
Attn: <u>Akash Bissoon</u> Email <u>akash.bissoon@radise.com</u>						Comments																																												
Project Name <u>SWCD westfall canal</u> Project # <u>191007</u>																																																		
Sampler Name/Signature <u>RAVI</u>																																																		
#	Sample Label (Client ID)	Collected Date	Collected Time	Matrix Code*	# of Cont																																													
<u>1</u>	<u>S-1</u>	<u>4/1/21</u>	<u>1:00PM</u>	<u>S</u>	<u>2</u>																																													
<u>2</u>	<u>S-2</u>	<u>4/1/21</u>	<u>1:30PM</u>	<u>S</u>	<u>2</u>																																													
<u>3</u>																																																		
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<b>Matrix Codes*</b>				<b>Pres Codes</b>		Relinquished by		Date		Time		Received by		Date		Time																																		
S Soil/Solid Sediment	SW Surface Water	A- none	I- Ice	<u>Akash Bissoon</u>		<u>4/6/21</u>		<u>12:35PM</u>		<u>[Signature]</u>		<u>4/6/21</u>		<u>12:50</u>																																				
GW Ground Water	SL Sludge	B- HNO <sub>3</sub>	O- Other																																															
WW Waste Water	O Other (Please Specify)	C- H <sub>2</sub> SO <sub>4</sub>	M- MeOH																																															
DW Drinking Water		D- NaOH	N- Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>																																															
		E- HCl	Z- ZnAc																																															
<b>QA/QC level with report</b>																																																		
None <u>1</u> <u>2</u> <u>3</u> See price guide for applicable fees																																																		
FDEP Dry Cleaning <input type="checkbox"/> FDEP UST Pre-Approval <input type="checkbox"/> SFWMD <input type="checkbox"/> ADaPT <input type="checkbox"/> DOT <input type="checkbox"/>				Temp Control:																																														
				<u>25</u> °C																																														

# SAMPLE RECEIPT CONFIRMATION SHEET

## Client Information

SDG: 2173230	Profile: 1424
Client: RADISE	Project: Akash Bisson
Level: 1	Date Rec'd: 4/6/2021 12:50:00 PM
Rec'd via: Client	

## Cooler Check

ID	Temp	# of samples	Security Tape		Method of Receipt	Comments
			Present	Intact		
	25	2	<input type="checkbox"/>	<input type="checkbox"/>		

Checked By: spc

## Sample Verification

Loose Caps?	No	All Samples on COC accounted For?	Yes
Broken Containers?	No	All Samples on COC?	Yes
pH Verified?	No	Written on Internal COC?	No
pH Strip Lot #		Sample Vol. Suff. For Analysis?	Yes
Acid Preserved Samples Lot #		Samples Rec'd W/ Hold Time?	Yes
Base Preserved Samples Lot #		Are All Samples to be Analyzed?	Yes
Samples Received From	Client	Correct Sample Containers?	Yes
Soil Origin (Domestic/Foreign)	Domestic	COC Comments written on COC?	Yes
Site Location/Project on COC?	Yes	Samplers Initials on COC?	Yes
Client Project # on COC?	Yes	Sample Date/Time Indicated?	Yes
Project Mgr. Indicated on COC	Yes	TAT Requested:	STD
COC relinquished/Dated by Client?	Yes	Client Requests Verbal Results?	No
COC Received/Dated by JEL	Yes	Client Notified of discrepancies?	No
JEL to Conduct ALL Analyses?	Yes	Do VOC vials have headspace or a bubble <6mm (1/4")?	N/A
Number of Encores	0	Number of Lab Filtered Metals	0

## Subcontract Analysis

Parameter	Via	Lab Name	Comments
-----------	-----	----------	----------

**SUNSHINE  
WATER CONTROL DISTRICT**

**13B11a**



# CRAIG A. SMITH & ASSOCIATES

21045 Commercial Trail • Boca Raton, FL 33486

CONSULTING ENGINEERS • SURVEYORS • UTILITY LOCATORS

w w w . c r a i g a s m i t h . c o m

May 26, 2021

Board of Supervisors  
Sunshine Water Control District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33073

**RE: SWCD RIGHT-OF-WAY (ROW) PERMIT APPLICATION  
AT&T; 1 – 70 lf of 4” HDPE conduit via directional bore under Canal “C”  
Project Site: East ROW of Woodside Dr about 270’ North of Sample Road  
CAS PROJECT NO. 15-1826**

Dear Board of Supervisors:

We have reviewed a ROW permit application submitted by AT&T to install ~70 LF of 4” HDPE conduit via directional bore under Canal “C”. The applicant has met SWCD applicable criteria and we recommend that the SWCD Board of Supervisors issue a Right-of-Way Permit to the applicant, subject to the following Special Conditions to be made part of the Permit:

1. All work must be in compliance with the latest SWCD Permit Criteria Manual.
2. Permittee will ensure that all necessary Sediment & Erosion Control devices will be utilized at the SWCD right-of-way during construction.
3. Trash bond (\$2,500) shall be submitted prior to permit issuance and the Contractor shall repair and replace any SWCD facilities damaged during construction at no cost to the District.
4. A copy of Record As-builts and Engineer Certification shall be provided to SWCD upon completion of all work.
5. All applicable permits and approvals for Work shall be obtained.
6. All disturbed areas are to be restored.
7. SWCD shall be notified at least 48 hours prior to construction.

Sincerely,

**CRAIG A. SMITH & ASSOCIATES**

Orlando A. Rubio, PE  
Sr. Supervising Engineer

cc: WHA - Cindy Cerbone, Debbie Tudor, Daphne Gillyard, Jamie Sanchez (via e-mail)  
SWCD – Cory Selchan, Field Superintendent (via e-mail)  
CAS – Stephen C. Smith, PE, (via e-mail)

\\cas-file\Projects\Districts\Sunshine\_Water\_Control\19-2064-1CP-SWCD Non recovery\01-RIGHT-OF-WAY\2021\15-1826-01ATT-12A59012N\04-  
Correspondence\02-Letters\SWCD-ATT-12A49012N\_2021.05.26.docx

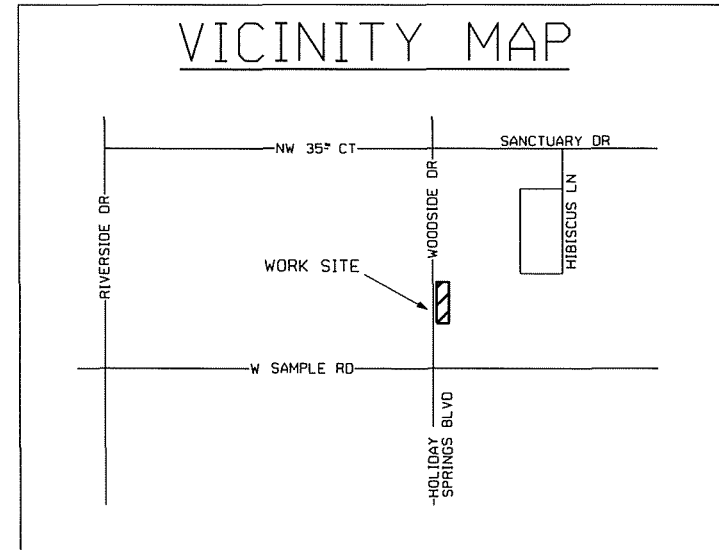
SCOPE: PLACE 70' 1-4" HDPE BY DBORE ON EAST SIDE OF WOODSIDE DR.

LEGEND:	
ATT	-----ATT-----
FPL	-----FPL-----
CATV	-----CABLE TV-----
GAS MAIN	-----GAS-----
WATER MAIN	-----WM-----
SANITARY SWR	-----SAN-----
BURIED ELECTRIC	-----BE-----
SEWER	-----SWR-----
EDGE OF PAVEMENT	-----EOP-----
RIGHT OF WAY	-----R/W-----

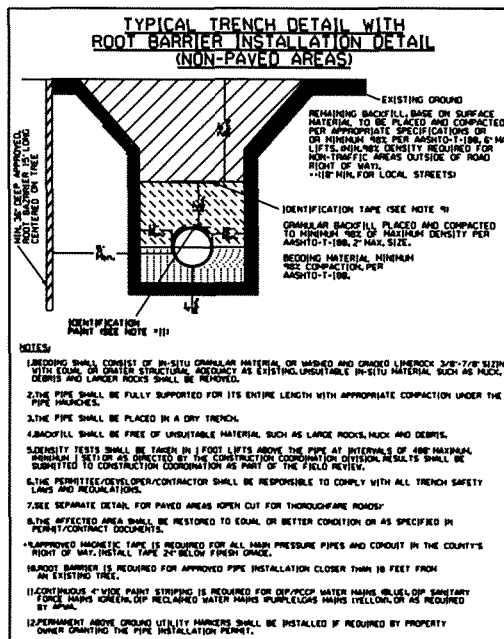
**CONSTRUCTION NOTES:**

- 1) SIDEWALK TO BE REMOVED OR REPLACED AS NEEDED FOR BORES AND CORES
- 2) RESTORATION PER FOOT STANDARDS.
- 3) UTILITY LOCATIONS (TELEPHONE AND NONE-TELEPHONE) ARE TO BEST INFORMATION AND APPROXIMATE ONLY. SEE OWNERS & CONTRACTORS FOR VERIFICATION OF EXACT LOCATION PRIOR TO WORK OPERATIONS.
- 4) CALL FOR INSPECTION.
- 5) RESTORE ALL EXCAVATIONS TO ORIGINAL OR BETTER.
- 6) ALL TRENCHES WILL BE OPENED AND MAINTAINED FOLLOWING OSHA STANDARDS
- 7) IT IS RECOMMENDED THAT HAND DIGGING, SOFT DIGGING, VACUUM EXCAVATION, ETC. BE USED IN THE 24' TOLERANCE ZONE TO EXPOSE UNDERGROUND FACILITIES.
- 8) CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. AT 1-800-432-4770 TO REQUEST A LOCATE OF ANY UNDERGROUND FACILITIES AT YOUR EXCAVATION SITE.
- 9) CONTRACTOR TO PROVIDE A NOTICE OF COMMENCEMENT TO THE PERMIT AGENCY ENGINEERING DEPARTMENT 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
- 10) MAINTAIN 18" VERTICAL CLEARANCE, 5' HORIZONTAL CLEARANCE BETWEEN EXISTING UTILITIES AND 36" COVER

**VICINITY MAP**



SYMBOL LEGEND		
Symbol	Abbreviation	Description
-----	ATT	AERIAL CABLE
-----	FPL	BURIED CABLE
-----	WM	WATER MAIN
-----	SAN	SANITARY SWR
-----	BE	BURIED ELECTRIC
-----	SWR	SEWER
-----	EOP	EDGE OF PAVEMENT
-----	R/W	RIGHT OF WAY
-----	CA-100	CABLE MARKER
-----	CA-100	AERIAL SWR
-----	B	BURIED SWR
-----	N/A	BORE
-----	N/A	CUT PAVEMENT
-----	N/A	SPACING PIT
-----	N/A	TRENCH LENGTH
-----	N/A	FIBER OPTIC CABLE
-----	N/A	CABLE TYPES (VIND, 1000)
-----	N/A	POWER UTILITY
-----	N/A	GAS UTILITY
-----	N/A	WATER UTILITY
-----	N/A	CABLE TELEVISION
-----	N/A	SEWER UTILITY
-----	N/A	REUSE UTILITY
-----	N/A	STORM DRAIN



Ticket#106105780

**CALL BEFORE YOU DIG**

**DIAL 811**

TWO FULL BUS. DAYS BEFORE YOU DIG

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AS THE LOCATION OF UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE AND POSSIBLY INCOMPLETE. THEREFORE CERTIFICATION TO THE LOCATION OF ALL UNDERGROUND UTILITIES IS WITHHELD.

**ATTSE**

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF SUNSHINE WATER

WOODSIDE DR

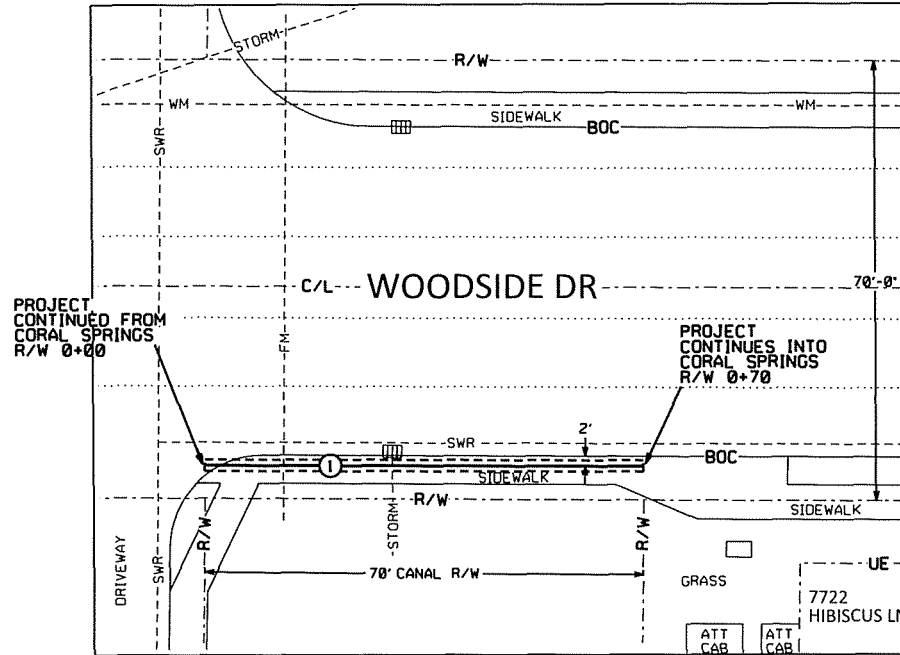
Exchange: 954752

Designer: Pipalva, Vivek

Phone: 954-562-9174

Authorization: 12A59012N

Dwg. 1 of 3



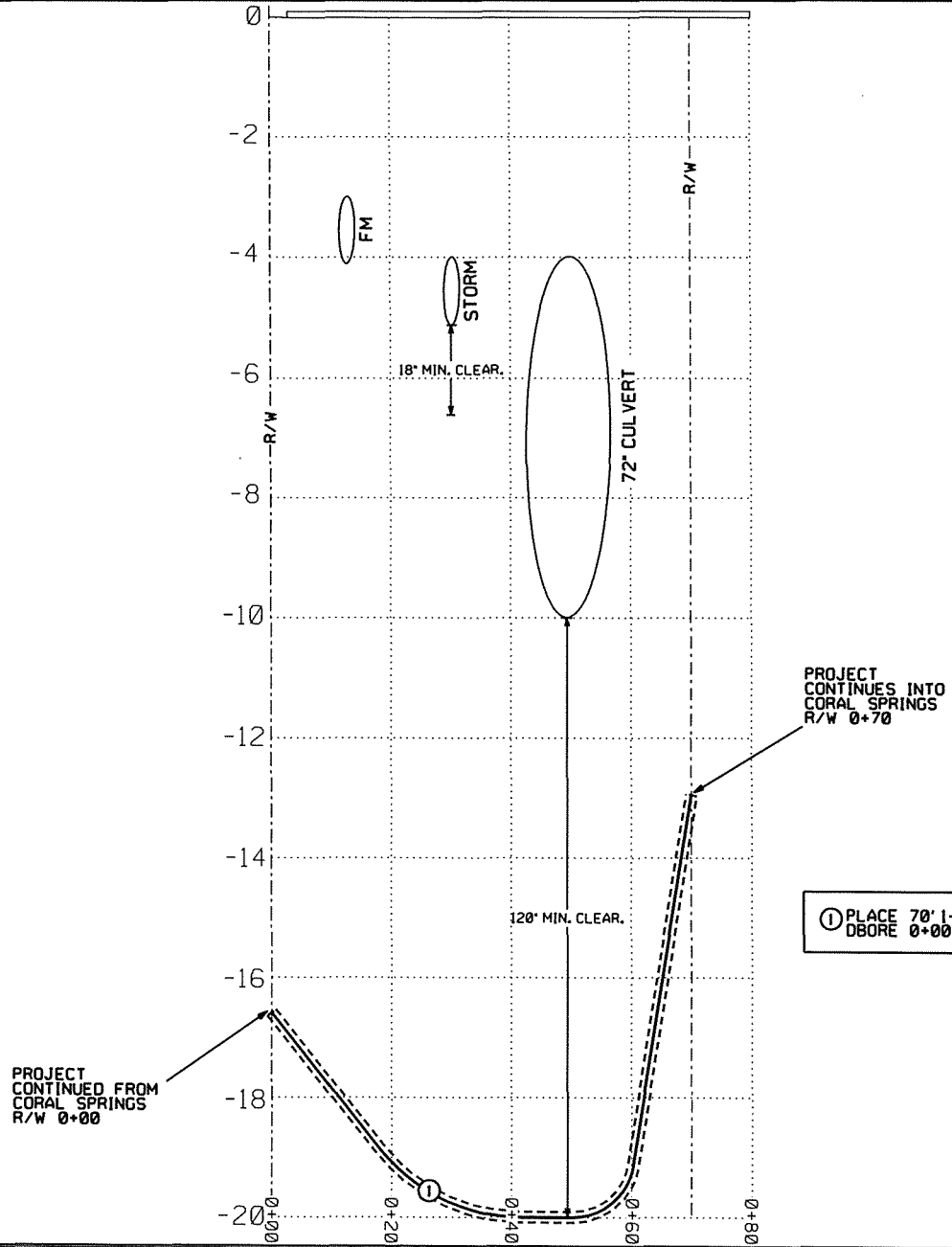
① PLACE 70' 1-4" HDPE BY DBORE 0+00 TO 0+70

PLAT: 127-10  
SCALE  
1" HORIZ. = 20'  
1" VERT. = 2'

SEE DWG# 3 FOR PROFILE

<b>ATTSE</b>	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF SUNSHINE WATER	
WOODSIDE DR	
Exchange:	954752
Designer:	Pipalva, Vivek
Phone:	954-562-9174
Authorization:	12A59012N
Dwg.	2 of 3





<b>ATTSE</b>	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF SUNSHINE WATER	
WOODSIDE DR	
Exchange:	954752
Designer:	Pipalva, Vivek
Phone:	954-562-9174
Authorization:	12A590I2N
Dwg. <u>3</u> of <u>3</u>	

**SUNSHINE  
WATER CONTROL DISTRICT**

**13B11b**



# CRAIG A. SMITH & ASSOCIATES

21045 Commercial Trail • Boca Raton, FL 33486

CONSULTING ENGINEERS • SURVEYORS • UTILITY LOCATORS

w w w . c r a i g a s m i t h . c o m

May 28, 2021

Board of Supervisors  
Sunshine Water Control District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33073

**RE: SWCD RIGHT-OF-WAY (ROW) PERMIT APPLICATION  
Riverside Dr Barrier Wall and Guardrail Installation – Canal “C”  
Broward County Board of County Commissioners  
Project Site: Riverside Dr/Sample Road  
CAS PROJECT NO. 15-1826**

Dear Board of Supervisors:

We have reviewed a ROW permit application submitted by Broward County for the proposed installation of a barrier wall, guardrail, and new sidewalk. The existing concrete slope protection surface under these improvements is to remain. The applicant has met SWCD applicable criteria and we recommend that the SWCD Board of Supervisors issue a Right-of-Way Permit to the applicant, subject to the following Special Conditions to be made part of the Permit:

1. All work must be in compliance with the latest SWCD Permit Criteria Manual.
2. Permittee will ensure that all necessary Sediment & Erosion Control devices will be utilized at the SWCD right-of-way during construction.
3. Trash bond (\$2,500) shall be submitted prior to permit issuance and the Contractor shall repair and replace any SWCD facilities damaged during construction at no cost to the District.
4. A copy of Record As-builts and Engineer Certification shall be provided to SWCD upon completion of all work.
5. All applicable permits and approvals for Work shall be obtained.
6. All disturbed areas are to be restored.
7. SWCD shall be notified at least 48 hours prior to construction.

Sincerely,

**CRAIG A. SMITH & ASSOCIATES**

Orlando A. Rubio, PE  
Sr. Supervising Engineer

cc: SWCD – Cory Selchan, Field Superintendent (via e-mail)  
WHA - Cindy Cerbone, Debbie Tudor, Daphne Gillyard, Jamie Sanchez (via e-mail)  
CAS – Stephen C. Smith, PE, (via e-mail)

\\cas-file\Projects\Districts\Sunshine\_Water\_Control\19-2064-1CP-SWCD Non recovery\01-RIGHT-OF-WAY\2021\15-1826-01RiversideDrBarrierwall\04-Correspondence\02-Letters\SWCD-RiversideDrBarrierwall\_2021.05.28.docx

# COMPONENTS OF CONTRACT PLANS SET

BRIDGE PLANS

## INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	CONSTRUCTION PLAN
4	DEMOLITION PLAN
5	CROSS SECTIONS (1 OF 3)
6	CROSS SECTIONS (2 OF 3)
7	CROSS SECTIONS (3 OF 3)
8	DETAILS

FY 2020-21 STANDARD PLANS INDEX 521-620 SHEET 3 OF 4  
CONCRETE BARRIER / RAISED SIDEWALK WALL COPING (MODIFIED)

FY 2021-22 STANDARD PLANS INDEX 536-001 SHEET 13 OF 24  
GUARDRAIL - APPROACH TRANSITION CONNECTION TO RIGID BARRIER - GENERAL, TL-3

## PUBLIC WORKS DEPARTMENT HIGHWAY AND BRIDGE MAINTENANCE DIVISION

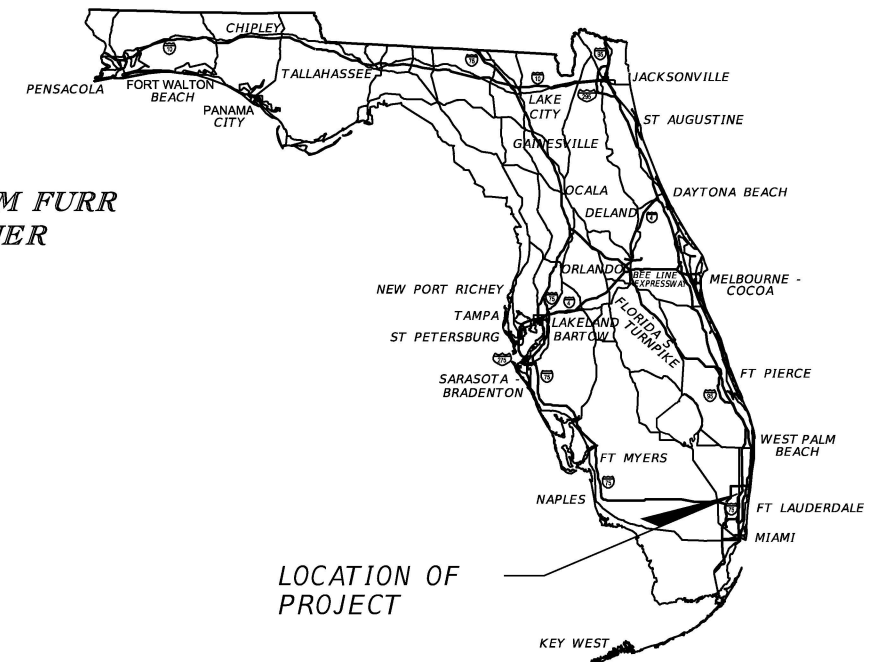
BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

NAN H. RICH MARK D. BOGEN MICHAEL UDINE STEVE GELLER BEAM FURR  
TIM RYAN BARBARA SHARIEF DALE V.C. HOLNESS LAMAR P. FISHER

# CONTRACT PLANS

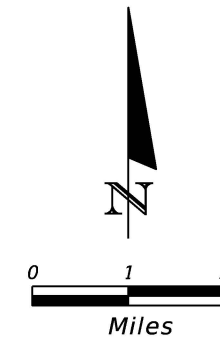
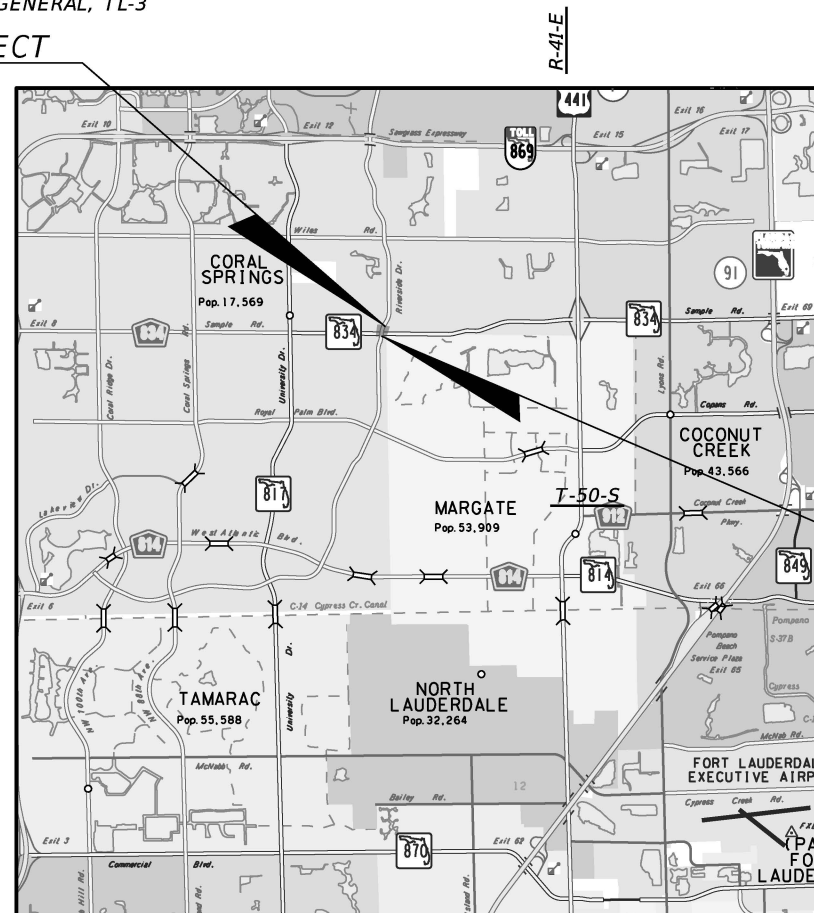
HBMD PROJECT No. 2020-1-199

SIDEWALK & ADA IMPROVEMENTS  
RIVERSIDE DRIVE AT SAMPLE ROAD



LOCATION OF PROJECT

BEGIN PROJECT



END PROJECT



### GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS FOR ROAD CONSTRUCTION, LATEST EDITION. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. BROWARD COUNTY MINIMUM STANDARDS, LATEST EDITION. ADA, LATEST EDITION.

FOR STANDARD PLANS FOR ROAD CONSTRUCTION CLICK ON THE INDEX NUMBER LINK ASSOCIATED WITH THE DESIRED STANDARD AT THE FOLLOWING WEB SITE:  
<http://www.fdot.gov/design/standardplans/current/default.shtm>

FOR THE STANDARD SPECIFICATIONS FOR ROAD CONSTRUCTION CLICK ON THE LINK AT THE FOLLOWING WEB SITE:  
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>

ALL MOT AND CONSTRUCTION WORK PERFORMED IN BROWARD COUNTY RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE GOVERNING STANDARDS AND SPECIFICATIONS: EXHIBIT 25A, BROWARD COUNTY ADMINISTRATIVE CODE, FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD CONSTRUCTION FISCAL YEAR 2020-21, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JANUARY 2020, AS AMENDED IN THE CONTRACT DOCUMENTS.

### PLANS PREPARED BY:

BROWARD COUNTY  
HIGHWAY AND BRIDGE MAINTENANCE DIVISION  
1600 BLOUNT ROAD, POMPANO BEACH, FL 33069

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

OCTOBER 20, 2020

ROADWAY PLANS  
ENGINEER OF RECORD: JOHN LOW  
P.E. NO.: 72784

FISCAL YEAR	SHEET NO.
20	1



GENERAL NOTES

1. UNLESS OTHERWISE NOTED IN THE TECHNICAL SPECIFICATIONS: INSTALLATION, ACCEPTANCE, AND PAYMENT FOR ALL ITEMS REQUIRED IN THESE PLANS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING, REFERENCED IN THE KEY SHEET: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (STANDARD SPECIFICATIONS), FDOT ROADWAY DESIGN STANDARDS (STANDARD INDEXES), BROWARD COUNTY MINIMUM STANDARDS, BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS AND SPECIFICATIONS, AND ANY OR ALL BROWARD COUNTY REQUIREMENTS THAT MEET OR EXCEED THOSE FOUND IN THE ABOVE REFERENCED DOCUMENTS.
2. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED.
3. PORTION OF UTILITIES, DRAINAGE PIPES AND DRAINAGE STRUCTURES MAY EXTEND INTO THE CONSTRUCTION ZONE. EXTREME CAUTION WILL BE NECESSARY IN STABILIZATION OPERATIONS AT THESE LOCATIONS.
4. EXISTING MAINTENANCE ACCESS STRUCTURES AND VALVES WITHIN CONSTRUCTION LIMITS SHALL BE ADJUSTED TO MEET ADJACENT SURFACE GRADE.
5. ALL STORM LINES AND INLETS AFFECTED BY CONSTRUCTION OR WITHIN CONSTRUCTION LIMITS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS BEFORE CONTRACT CLOSEOUT.
6. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROPER DRAINAGE AND GUTTER FLOW LINE WITHIN CONSTRUCTION LIMITS.
7. EROSION AND SEDIMENTATION CONTROL PROTECTION SHALL BE PROVIDED AT ALL INLETS IMPACTED BY THE PROJECT.
8. THE LOCATION OF EXISTING UTILITIES SHOWN IS APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR PRIOR TO BEGINNING ACTUAL CONSTRUCTION. ADDITIONALLY, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF "OTHER" UTILITIES (NOT SHOWN IN THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE COUNTY PROJECT ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNER TO RESOLVE ANY ADJUSTMENTS. ANY DAMAGES TO EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, SHALL BE REPAIRED BY THE CONTRACTOR AT ITS OWN EXPENSE.
9. IT IS THE INTENT OF THESE PLANS THAT THE PROPOSED EQUIPMENT TO BE INSTALLED IS TO BE PLACED IN SUCH A MANNER SO AS TO TOTALLY AVOID ANY CONFLICTS WITH EXISTING UTILITIES ALONG THE ROUTE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE NECESSARY INFORMATION TO PLAN THEIR WORK WITHIN THE DESIGN OR SPECIFIED PARAMETERS, AND THE SPECIFIED TIMEFRAME. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL ABOVEGROUND AND UNDERGROUND CONFLICTS IN ADVANCE OF THE PLACEMENT OF ANY CONDUIT OR OTHER FACILITIES.
10. THE CONTRACTOR SHALL USE HAND EXCAVATION METHODS WHEN EXCAVATING NEAR EXISTING UTILITIES, OR WHERE HAND-DIGGING IS SPECIFIED ON THE PLANS. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK. EXTREME CAUTION SHALL BE USED BY THE CONTRACTOR WHEN EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND EXISTING UTILITIES.
11. THE CONTRACTOR SHALL COORDINATE WITH BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (BCTED) MINIMUM OF 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION ON JOB SITE AND FIELD VERIFY LOCATION(S) OF BCTED SERVICE POINT PRIOR TO INSTALLING CONDUIT, DISCONNECT, AND PULL BOXES. BCTED CONTACT NUMBER (954) 847 - 2761 Mon -Fri. 6:00 AM - 2:00 PM.
12. ALL EXISTING SIGNALIZATION EQUIPMENT TO REMAIN, INCLUDING LOOP ASSEMBLIES, IS ASSUMED TO BE IN GOOD WORKING ORDER UNLESS BCTED IS NOTIFIED IN WRITING PRIOR TO THE START OF CONSTRUCTION. ANY SUBSEQUENT DAMAGE TO THE SIGNAL EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSES.
13. THE CONTRACTOR SHALL VERIFY THAT THE EXISTING LENGTH OF SIGNAL CABLE IN THE EXISTING CONDUIT TO BE RE-ROUTED IS OF SUFFICIENT LENGTH TO MATCH THE REQUIRED LENGTH OF THE CONDUIT RUN EXTENSION. IF NOT ENOUGH CABLE IS AVAILABLE TO MATCH BOTH CONDUIT RUNS, RE-CABLING WILL BE REQUIRED. NO ADDITIONAL SHARP TURNS ARE TO BE INSTALLED UNDERGROUND TO CHANGE THE CONDUIT DIRECTION. CONDUIT DIRECTION CHANGES GREATER THAN 30 DEGREES WILL NOT BE ALLOWED. DURING THE CONDUIT RELOCATION, COORDINATION WITH BCTED WILL BE REQUIRED.
14. PULL BOXES SHALL BE PLACED BEHIND CURB AND GUTTER. IF THERE IS NO CURB AND GUTTER, THEN PULL BOXES SHALL BE PLACED AT LEAST 10 FEET FROM THE EDGE OF PAVEMENT.
15. PULL BOXES SHALL NOT BE LOCATED AT THE BOTTOM OF ANY DITCH OR RETENTION AREA/POND.
16. PULL BOXES INSTALLED ALONG A SLOPED SURFACE SHALL MATCH THE SLOPE OF THE EXISTING SURFACE.
17. PULL BOXES SHALL NOT BE INSTALLED WITHIN THE LIMITS OF ANY CURB CUT RAMP.
18. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS A MINIMUM OF 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION ON JOB SITES. SUNSHINE CONTACT NUMBER 1800-432-4770.
19. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.551 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
20. CONSTRUCTION OR REPAIR OF SANITARY SEWER AND WATER LINES SHALL CONFORM TO THE APPLICABLE COUNTY OR CITY UTILITY STANDARD AND SPECIFICATIONS FOR CONSTRUCTION.
21. THE CONTRACTOR SHALL LOCATE AND ADJUST TO GRADE ALL EXISTING, ABOVE-GROUND UTILITY COVERS OR OTHER EXISTING INFRASTRUCTURE. PRIOR TO ADJUSTING, THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE REVISED.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF EXISTING PAVEMENT, PIPES, CONDUITS, SPRINKLER HEADS, CABLES, LANDSCAPE AREAS, AND ANY OTHER DAMAGED INFRASTRUCTURE AS A RESULT OF THE CONTRACTOR'S OPERATIONS. REPAIRS AND RESTORATION SHALL BE TO ORIGINAL CONDITION OR BETTER AT NO ADDITIONAL COST TO THE COUNTY.
23. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE COUNTY PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE. THE COUNTY PROJECT ENGINEER SHALL ISSUE WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED A MSDS SUBMITTAL.
24. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE COUNTY PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE COUNTY PROJECT ENGINEER WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE COUNTY PROJECT ENGINEER.

25. SILT FENCE, TURBIDITY BARRIERS, AND OTHER EROSION AND SEDIMENTATION CONTROLS SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
26. BEST MANAGEMENT PRACTICES FOR EROSION AND TURBIDITY CONTROL SHALL BE UTILIZED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) AND FDPE (NPDES).
27. SILT FENCE TO BE PLACED AT CONSTRUCTION AREAS NEXT TO TREES.
28. SEDIMENT BARRIER TO BE PLACED NEXT TO THE CANALS AND OTHER RIVERINE BODIES.
29. ANY SURVEY MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF ANY CONFLICT IS ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY:  
  
BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION  
ONE N. UNIVERSITY DRIVE, SUITE 300B  
PLANTATION, FLORIDA 33324-2038  
PHONE: (954) 577-4555
30. SIDEWALKS SHALL BE CONSTRUCTED OF 6" THICK CONCRETE (CLASS NS) 3000 PSI MIN. 28-DAY COMPRESSIVE STRENGTH UNLESS OTHERWISE NOTED.
31. CURB RADII DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
32. ALL SOD MATERIALS SHALL BE SUBJECT TO INSPECTION PRIOR TO PLACEMENT. ANY SOD WITH NOXIOUS WEEDS AND GRASSES, INCLUDING TROPICAL SODA APPLE, SHALL BE REJECTED FOR USE ON THE PROJECT.
33. TOP OF SOD TO BE FLUSH WITH TOP OF SIDEWALK, AND EDGE OF PAVEMENT.
34. ALL PERMANENT GRASS AREAS DAMAGED DURING CONSTRUCTION ARE TO RECEIVE A 2-IN TOP SOIL AND SOD TO MATCH EXISTING.
35. ALL TREES, BUSHES OR VEGETATION REMAIN UNLESS OTHERWISE NOTED.
36. PLACEMENT OF ROOT BARRIERS AROUND TREES SHOULD BE 15' TO EACH SIDE OF TREES.
37. THE CONTRACTOR SHALL FOLLOW PROPER ROOT TRIMMING AS PER ARBORIST RECOMMENDATION.
38. THE MAINTENANCE OF TRAFFIC (MOT) FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS; THE STATE OF FLORIDA MANUAL OF ROADWAYS & TRAFFIC DESIGN STANDARDS; 600 SERIES INDEX OF THE FDOT DESIGN STANDARDS CURRENT EDITION, AND THE BROWARD COUNTY TRAFFIC ENGINEERING REQUIREMENTS.
39. THE CONTRACTOR SHALL SUBMIT MOT PLANS, APPLICABLE TO THE WORK AREAS FOR THE ROADWAY AND THE SIDEWALK, TO HIGHWAY BRIDGE MAINTENANCE DIVISION FOR REVIEW AND APPROVAL.
40. THE CONTRACTOR SHALL HAVE ON-SITE AND AVAILABLE FOR IMMEDIATE REFERENCE, IF REQUESTED: MOT PLANS, MOT PERMIT, PROJECT PLANS, CONTACT INFORMATION FOR PRIME CONTRACTOR (IF SUB-CONTRACTOR), COUNTY PROJECT MANAGER, AND COPY OF PRE-CONSTRUCTION CHECKLIST.
41. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ADJACENT PROPERTIES AND DRIVEWAYS AT ALL TIMES AS APPROVED BY THE COUNTY, AND THE COUNTY PROJECT ENGINEER.
42. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CURRENT EDITION OF BROWARD COUNTY ENGINEERING DIVISION MINIMUM STANDARDS, FDOT ROADWAY DESIGN STANDARDS, AND FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
43. THE CONTRACTOR SHALL NOTIFY DESIGNATED INSPECTOR WITH AMPLE NOTICE TO INSPECT FORMS PRIOR TO PLACING CONCRETE. CONCRETE PLACED WITHOUT A FORM INSPECTION SATISFACTORY COMPLETED IS AT CONTRACTOR'S OWN RISK AND ANY REWORK NECESSARY TO RECTIFY DEFICIENCIES WILL BE AT CONTRACTOR'S COST TO FIX.
44. BASES: LIMEROCK OF THE MIAMI FORMATION SHALL BE USED, HAVING A MINIMUM PERCENTAGE OF CARBONATES OF CALCIUM AND MAGNESIUM OF 70%, AND A MINIMUM LBR OF 100. LIMEROCK BASES SHALL BE TWELVE (12) INCH THICK CONSTRUCTED IN LIFTS NOT TO EXCEED SIX (6) INCHES. BASE MATERIAL SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 98% OF MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180. ALTERNATIVE BASE MATERIALS MAY PROPOSED FOR USE IN LIEU OF LIMEROCK; SUCH PROPOSAL SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
45. MILL EXISTING ASPHALTIC CONCRETE (1" AVG. DEPTH) AND RESURFACE MATCHING WITH EXISTING ASPHALTIC CONCRETE.
46. THE CONTRACTOR SHALL WORK CAREFULLY AROUND THE EXISTING GUARDRAIL POSTS ON NEAR THE BRIDGE. ANY GUARDRAIL DAMAGE DURING CONSTRUCTION WILL NEED TO BE REPLACED. PLEASE REFER TO FDOT DESIGN STANDARD INDEX 400.
47. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONCRETE FINISH. SURFACES MUST COMPLY WITH REQUIREMENTS DESCRIBED IN FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
48. PAVEMENT MARKINGS SHALL BE ALKYD BASED THERMOPLASTIC AND FULLY RETROREFLECTORIZED WITH UNIFORM REFLECTIVITY AND REFLECTIVE BEADS ACROSS THE ENTIRE STRIPE RESULTING IN A MINIMUM READING OF 250 MILLICANDELAS FOR WHITE STRIPING.
49. 24"STOP BARS SHALL BE A MINIMUM OF 4' BACK OF AND PARALLEL WITH 12"CROSSWALK STRIPES.
50. REMOVE EXISTING MARKINGS BY SAND OR WATER BLASTING ONLY.
51. ANY DAMAGED PAVEMENT MARKINGS DUE TO CONSTRUCTION SHALL BE REPLACED AT CONTRACTORS EXPENSE.

\$USER\$ \$DATE\$ \$TIME\$ \$FILE\$

REVISIONS				
DATE	NO.	REMARKS	BY	DATE

**BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION**  
1600 BLOUNT ROAD  
POMPANO BEACH, FL 33069



SIDEWALK & ADA IMPROVEMENTS RIVERSIDE DRIVE AT SAMPLE ROAD	
ROAD	HBMD PROJ. NO.
RIVERSIDE DRIVE	2020-1-199

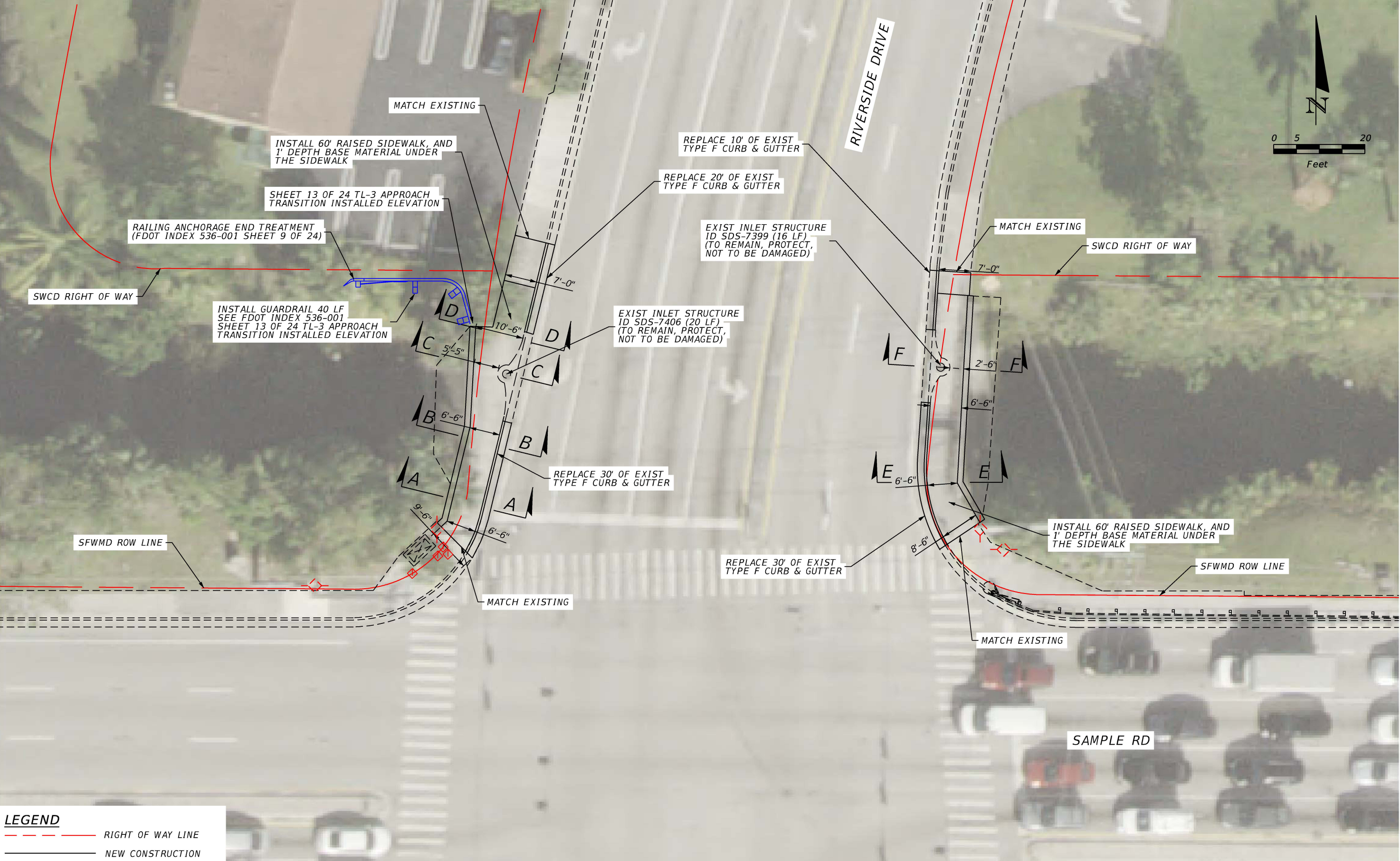
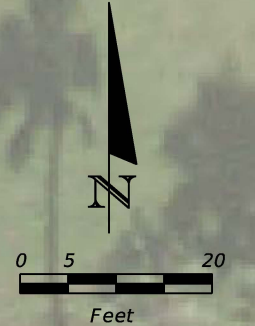
**GENERAL NOTES**

SHEET NO.

2



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**LEGEND**

	RIGHT OF WAY LINE
	NEW CONSTRUCTION

REVISIONS				
DATE	NO.	REMARKS	BY	DATE

**BROWARD COUNTY HIGHWAY AND  
 BRIDGE MAINTENANCE DIVISION**  
 1600 BLOUNT ROAD  
 POMPANO BEACH, FL 33069

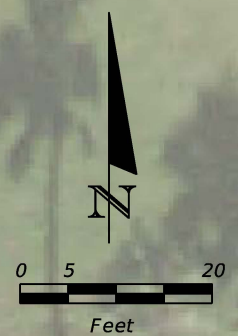


SIDEWALK & ADA IMPROVEMENTS RIVERSIDE DRIVE AT SAMPLE ROAD	
ROAD	HBMD PROJ. NO.
RIVERSIDE DRIVE	2020-1-199

CONSTRUCTION PLAN

SHEET NO.  
 3





AT EXISTING JOINT OR FULL DEPTH SAWCUT

REMOVE 20' OF EXIST TYPE F CURB & GUTTER

REMOVE 10' OF EXIST TYPE F CURB & GUTTER

EXIST INLET STRUCTURE ID SDS-7399 (16 LF) (TO REMAIN, PROTECT, NOT TO BE DAMAGED)

EXIST INLET STRUCTURE ID SDS-7406 (20 LF) (TO REMAIN, PROTECT, NOT TO BE DAMAGED)

REMOVE 50' OF EXIST GUARDRAIL AND END UNITS

REMOVE 30' OF EXIST TYPE F CURB & GUTTER

EXIST FDOT CURB RAMP TYPE A TO REMAIN

AT EXISTING JOINT OR FULL DEPTH SAWCUT

REMOVE CULVERT HEADWALL AND CONCRETE SLOPE PROTECTION TO ACCOMMODATE NEW CONCRETE TRAFFIC BARRIER / RAISED SIDEWALK WALL COPING. (SEE SHEET No. 5 & No. 6)

REMOVE 47 SQ YD EXIST SIDEWALK AND 25"± EXIST BASE MATERIAL BELOW RAISED SIDEWALK

AT EXISTING JOINT OR FULL DEPTH SAWCUT

REMOVE (68 SQ YD) EXIST SIDEWALK AND 25"± EXIST BASE MATERIAL BELOW RAISED SIDEWALK

REMOVE CULVERT HEADWALL AND CONCRETE SLOPE PROTECTION TO ACCOMMODATE NEW CONCRETE TRAFFIC BARRIER / RAISED SIDEWALK WALL COPING. (SEE SHEET No. 4, No. 5 & No. 6)

AT EXISTING JOINT OR FULL DEPTH SAWCUT

SWCD RIGHT OF WAY

SWCD RIGHT OF WAY

SFWMD ROW LINE

SFWMD ROW LINE

RIVERSIDE DRIVE

SAMPLE RD

**LEGEND**

	RIGHT OF WAY LINE
	DEMOLITION LIMITS

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REVISIONS				
DATE	NO.	REMARKS	BY	DATE

**BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION**  
 1600 BLOUNT ROAD  
 POMPANO BEACH, FL 33069

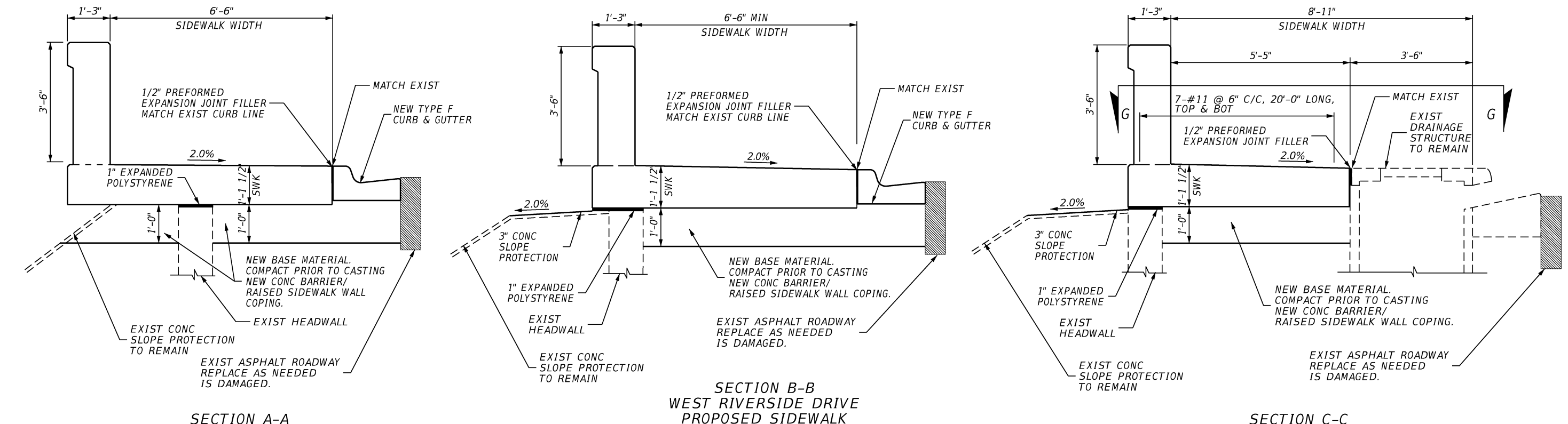
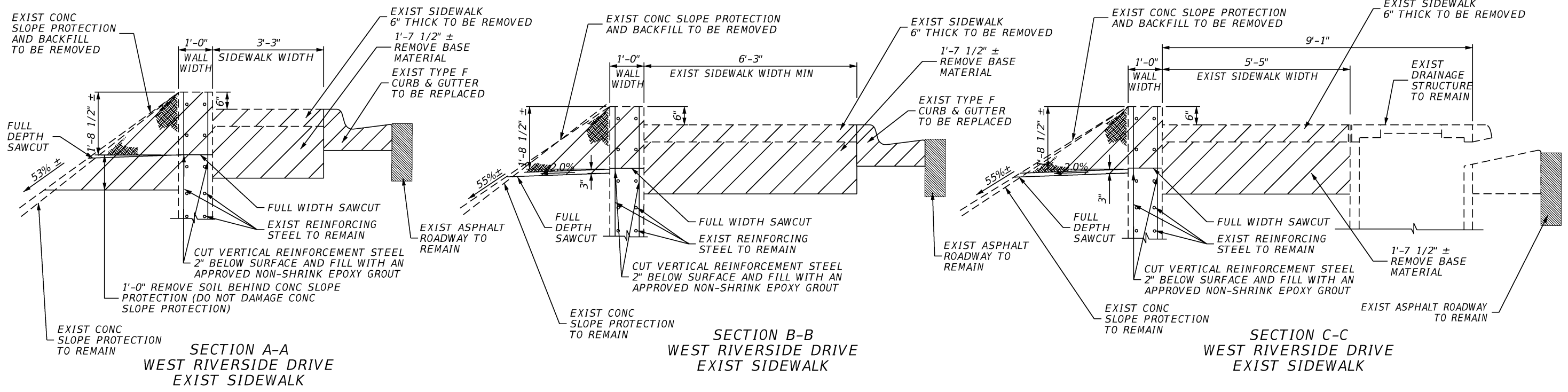


SIDEWALK & ADA IMPROVEMENTS RIVERSIDE DRIVE AT SAMPLE ROAD	
ROAD	HBMD PROJ. NO.
RIVERSIDE DRIVE	2020-1-199

**DEMOLITION PLAN**

SHEET NO.  
4

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 JBLANKENSHIP



- NOTES:**
1. NEW BASE MATERIAL SHALL BE AS PER FDOT AND BROWARD COUNTY MINIMUM STANDARDS AND COMPACTED TO 100% OF MAXIMUM DENSITY PER AASHTO T-99.
  2. THE NEW CONCRETE BARRIER/RAISED SIDEWALK WALL COPINGS AND SIDEWALKS SHALL MATCH EXISTING SIDEWALK ELEVATIONS, GRADES AND CURB LINES AND SHALL ALSO MEET ADA AND BROWARD COUNTY MINIMUM STANDARDS.
  3. ALL CONCRETE SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS 346:  
 CLASS I 3,000 PSI - SIDEWALKS  
 CLASS IV 5,500 PSI - TRAFFIC BARRIER/RAISED SIDEWALK WALL COPINGS.
  4. SLOPES AND GRADES SHALL MEET ADA STANDARDS.

**LEGEND**

EXIST	---
NEW	—
REMOVAL	▨

REVISIONS				
DATE	NO.	REMARKS	BY	DATE

**BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION**  
 1600 BLOUNT ROAD  
 POMPANO BEACH, FL 33069



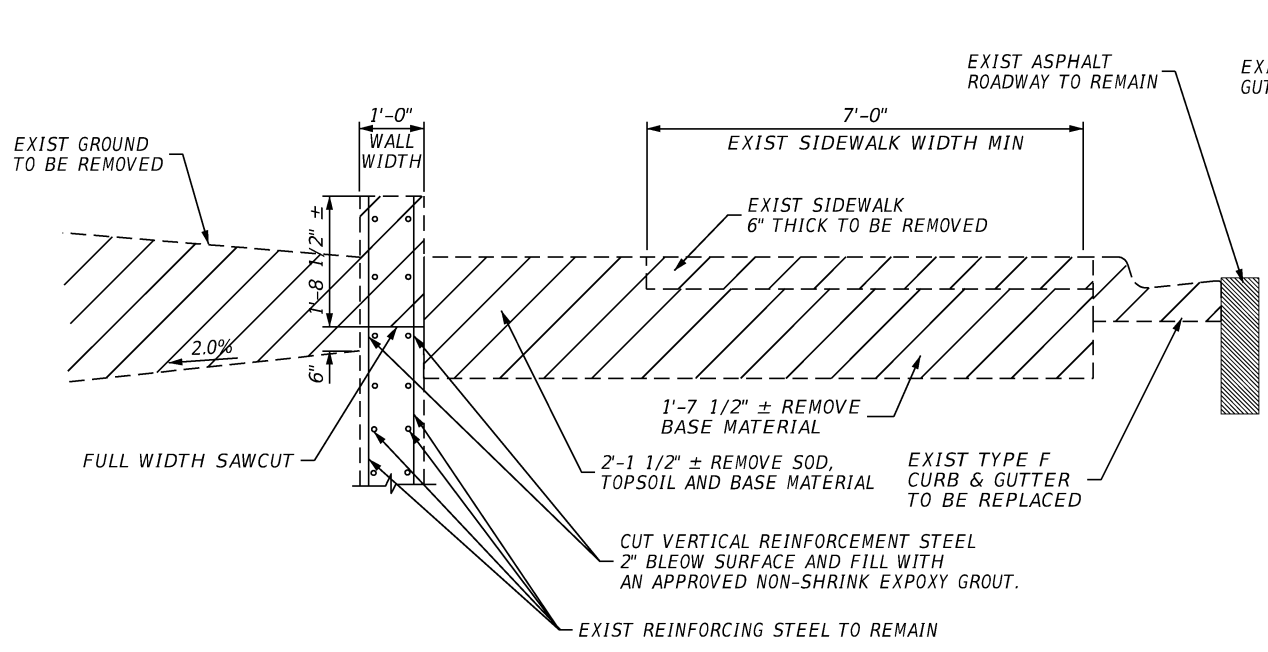
SIDEWALK & ADA IMPROVEMENTS RIVERSIDE DRIVE AT SAMPLE ROAD	
ROAD	HBMD PROJ. NO.
RIVERSIDE DRIVE	2020-1-199

**CROSS SECTIONS**  
 (1 OF 3)

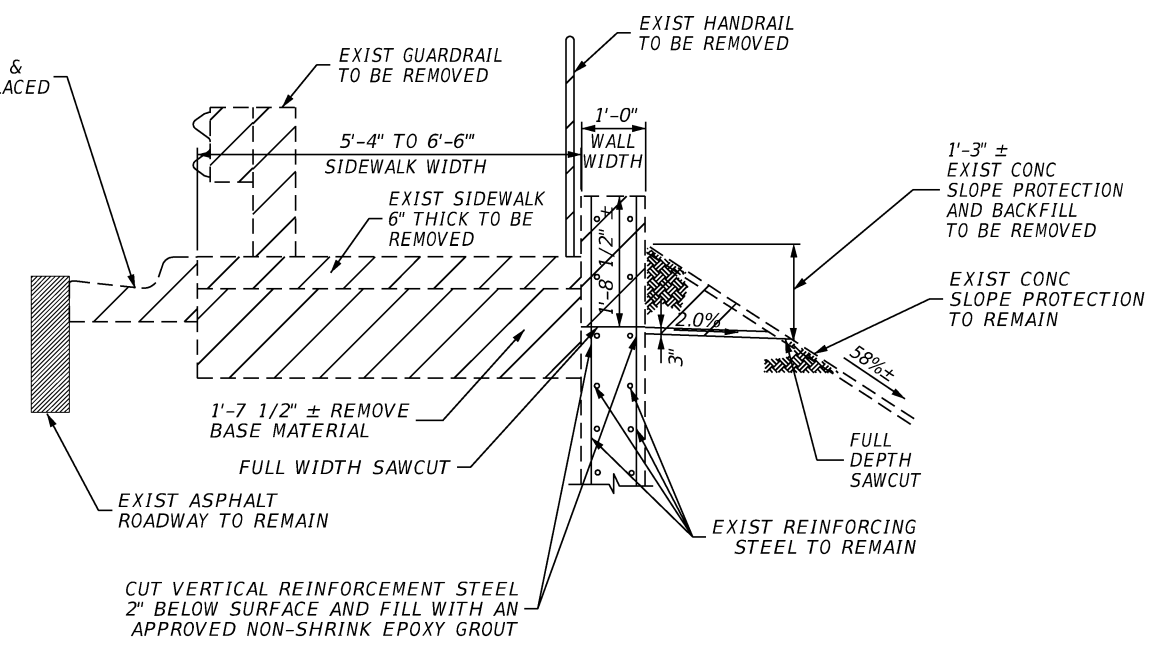
SHEET NO.  
5



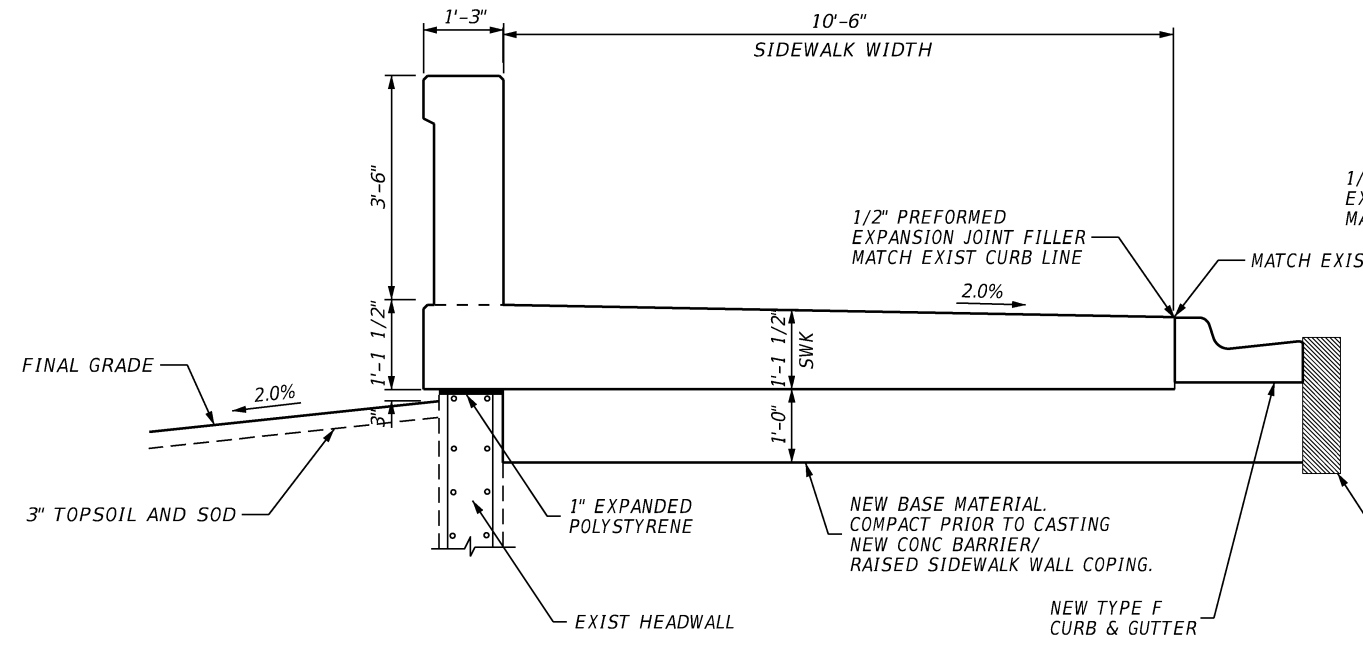
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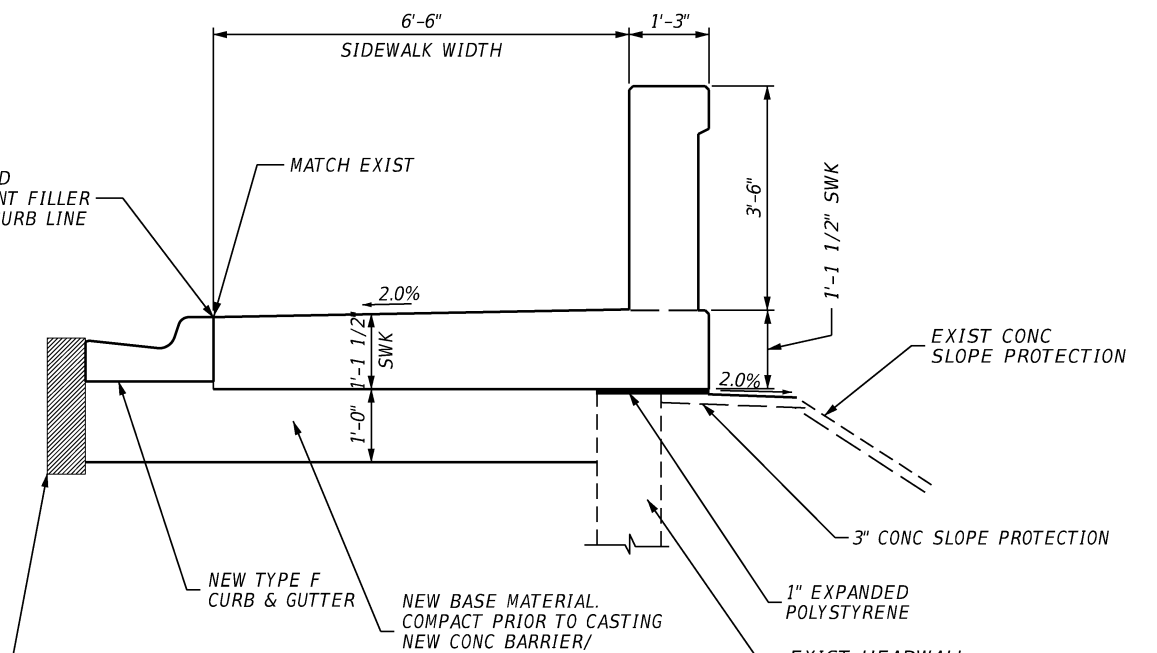
SECTION D-D  
WEST RIVERSIDE DRIVE  
EXIST SIDEWALK



SECTION E-E  
EAST RIVERSIDE DRIVE  
EXIST SIDEWALK



SECTION D-D  
WEST RIVERSIDE DRIVE  
PROPOSED SIDEWALK



SECTION E-E  
EAST RIVERSIDE DRIVE  
PROPOSED SIDEWALK

**LEGEND**

EXIST	-----
NEW	_____
REMOVAL	//////

REVISIONS				
DATE	NO.	REMARKS	BY	DATE

BROWARD COUNTY HIGHWAY AND  
BRIDGE MAINTENANCE DIVISION  
1600 BLOUNT ROAD  
POMPANO BEACH, FL 33069

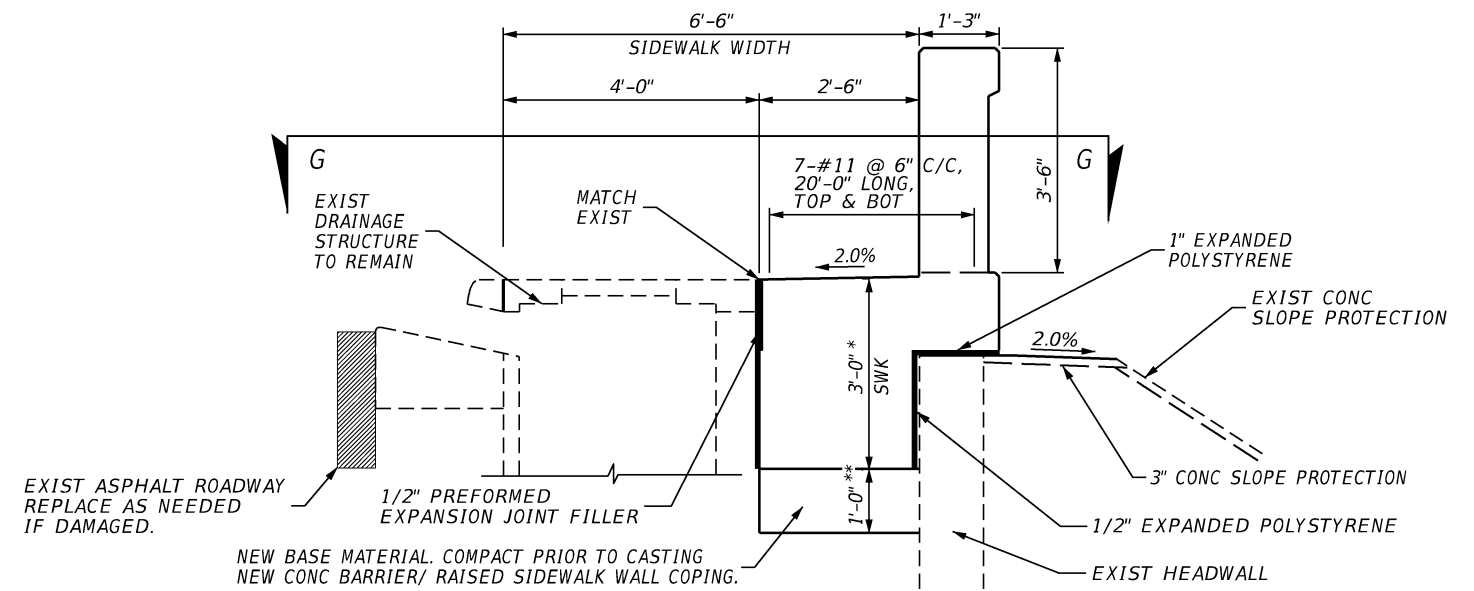
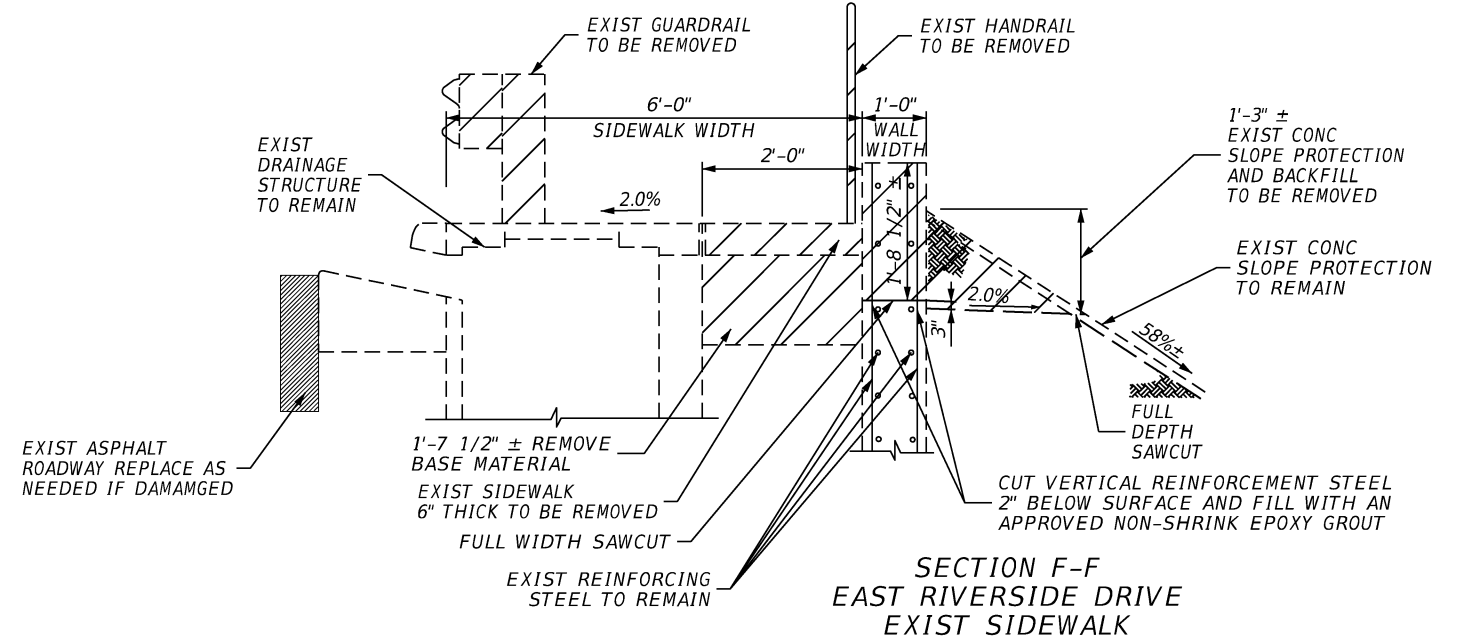
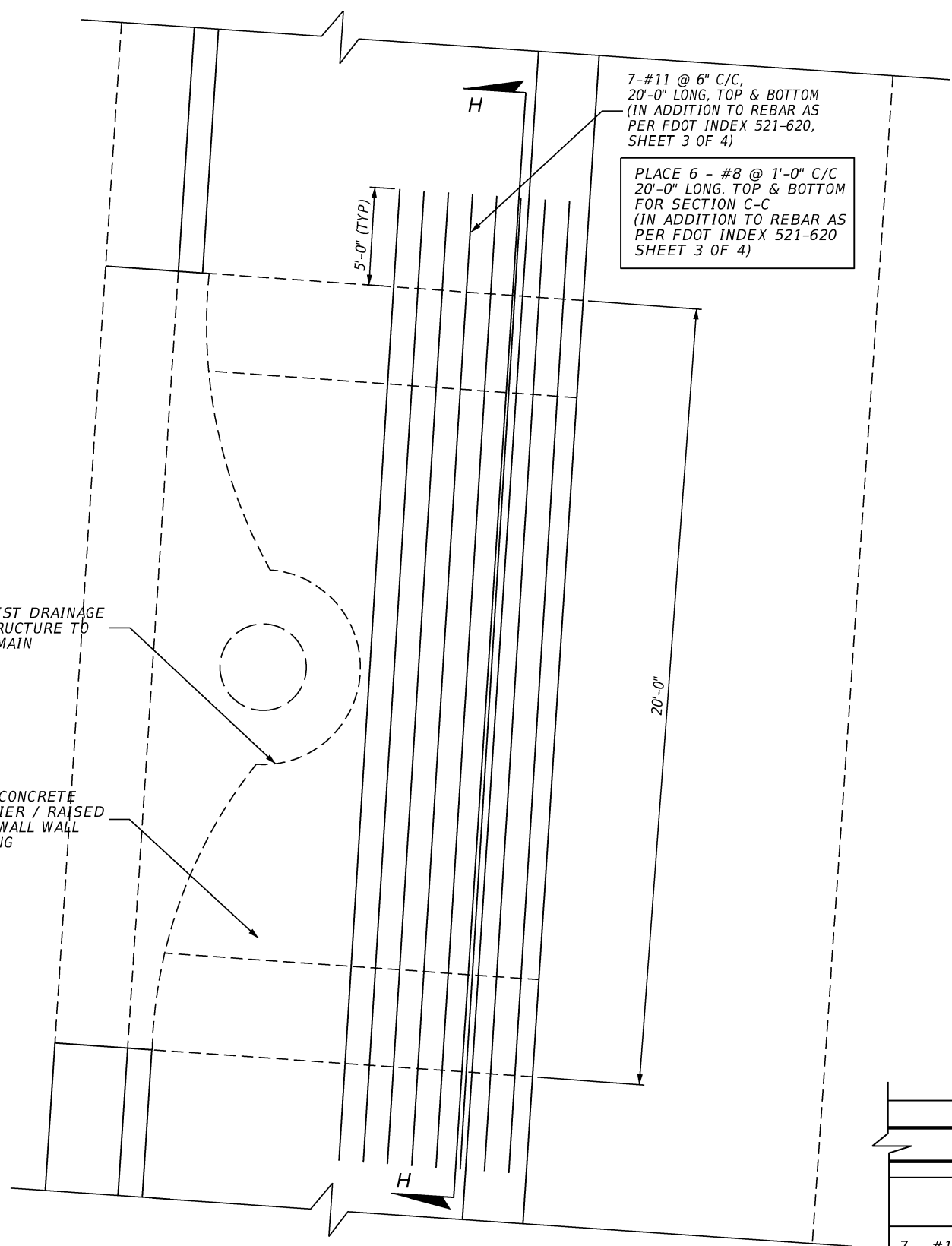


SIDEWALK & ADA IMPROVEMENTS RIVERSIDE DRIVE AT SAMPLE ROAD	
ROAD	HBMD PROJ. NO.
RIVERSIDE DRIVE	2020-1-199

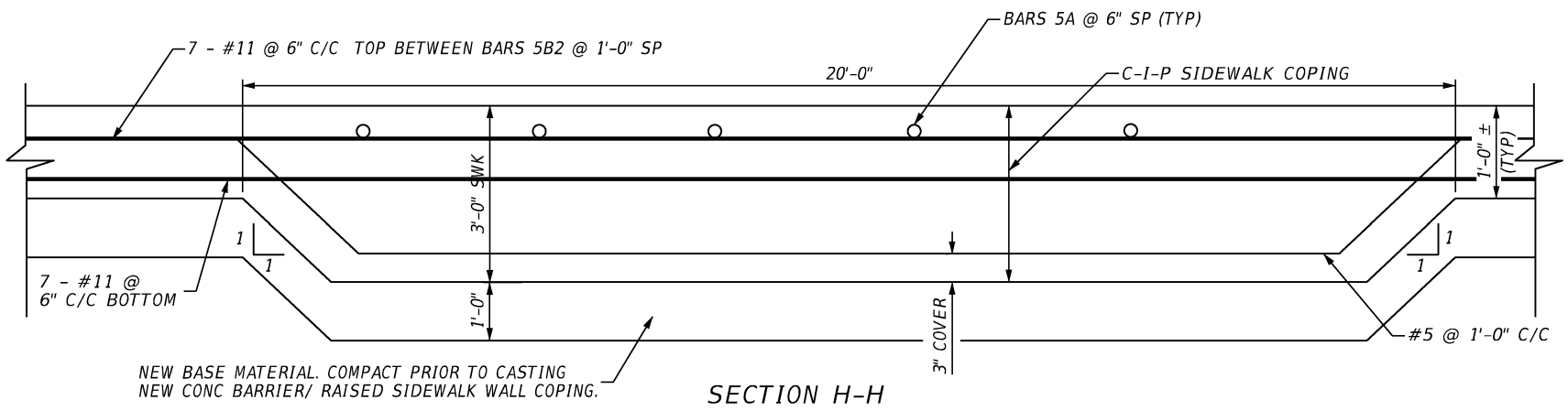
**CROSS SECTIONS**  
**(2 OF 3)**

SHEET NO.  
6

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\* 3'-0" DEPTH NEW SIDEWALK TO EXTEND LONGITUDINALLY FOR 20'-0" CENTERED IN CENTERLINE OF INLET  
 \*\* 1'-0" DEPTH NEW BASE MATERIAL TO EXTEND LONGITUDINALLY FOR 20'-0" CENTERED IN CENTERLINE OF INTLET



**LEGEND**

EXIST	---
NEW	—
REMOVAL	▨

SECTION G-G  
(SECTION C-C SIMILAR)

SECTION H-H

**CROSS SECTIONS**  
(3 OF 3)

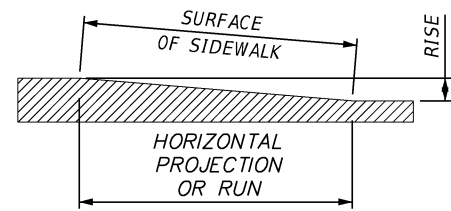
DATE		NO.		REVISIONS	REMARKS	BY	DATE

BROWARD COUNTY HIGHWAY AND  
 BRIDGE MAINTENANCE DIVISION  
 1600 BLOUNT ROAD  
 POMPANO BEACH, FL 33069



SIDEWALK & ADA IMPROVEMENTS RIVERSIDE DRIVE AT SAMPLE ROAD	
ROAD	HBMD PROJ. NO.
RIVERSIDE DRIVE	2020-1-199

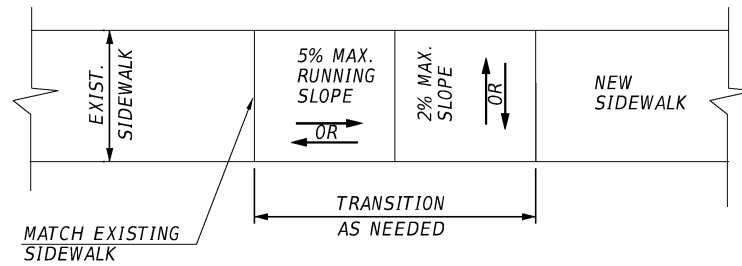
SHEET NO.  
7



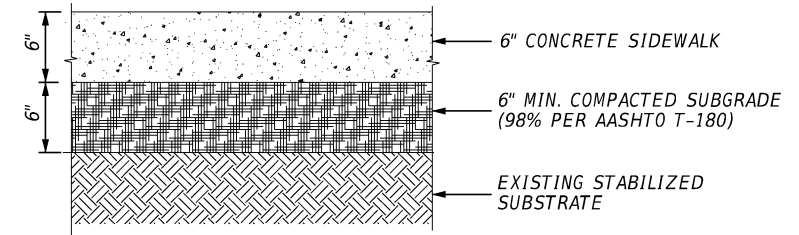
SLOPE	RISE	HORIZONTAL PROJECTION
1:12	6"	6'-0"
1:20	6"	10'-0"
1:50	6"	25'-0"

COMPONENTS AND SAMPLE DIMENSIONS OF A SLOPED SIDEWALK

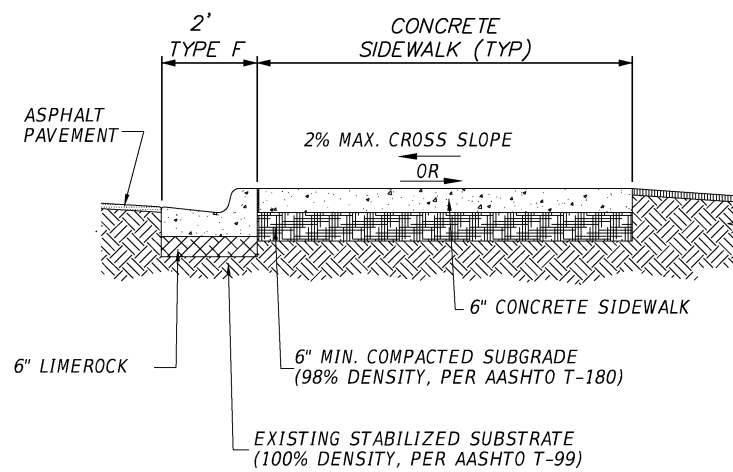
SIDEWALK SLOPE DETAIL  
N.T.S.



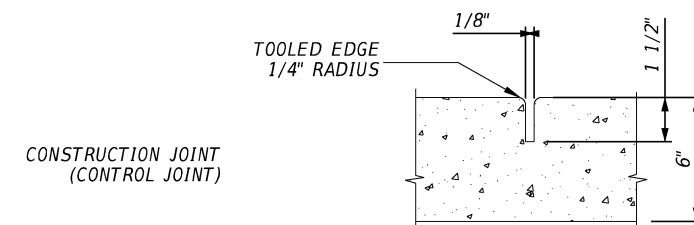
SIDEWALK TRANSITION SLOPE DETAIL  
N.T.S.



CONCRETE SIDEWALK  
N.T.S.



SIDEWALK SECTION NEXT TO CURB AND GUTTER  
N.T.S.



SIDEWALK JOINT DETAILS  
N.T.S.

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REVISIONS				
DATE	NO.	REMARKS	BY	DATE

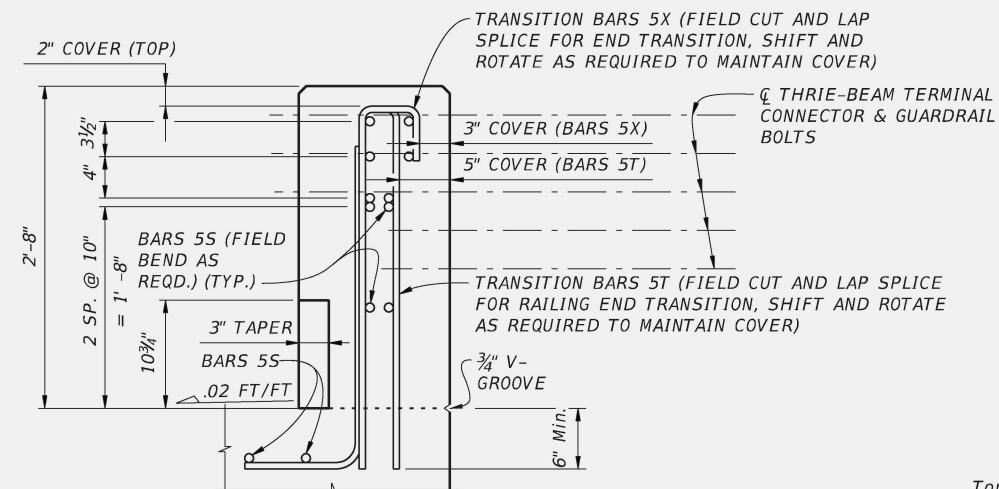
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BRIDGE MAINTENANCE DIVISION  
1600 BLOUNT ROAD  
POMPANO BEACH, FL 33069



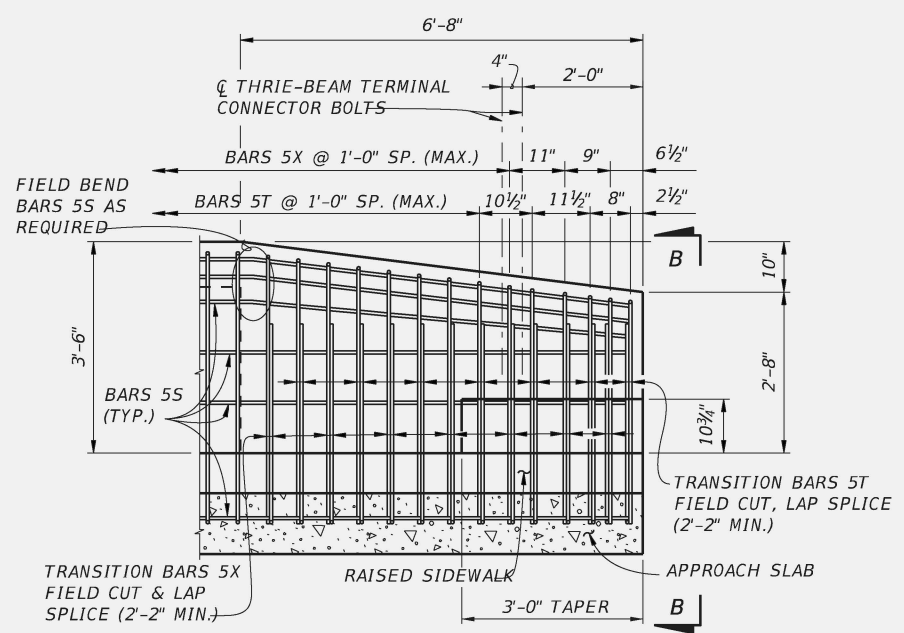
SIDEWALK & ADA IMPROVEMENTS RIVERSIDE DRIVE AT SAMPLE ROAD	
ROAD	HBMD PROJ. NO.
RIVERSIDE DRIVE	2020-1-199

<i>DETAILS</i>	
8	

SHEET NO.
8



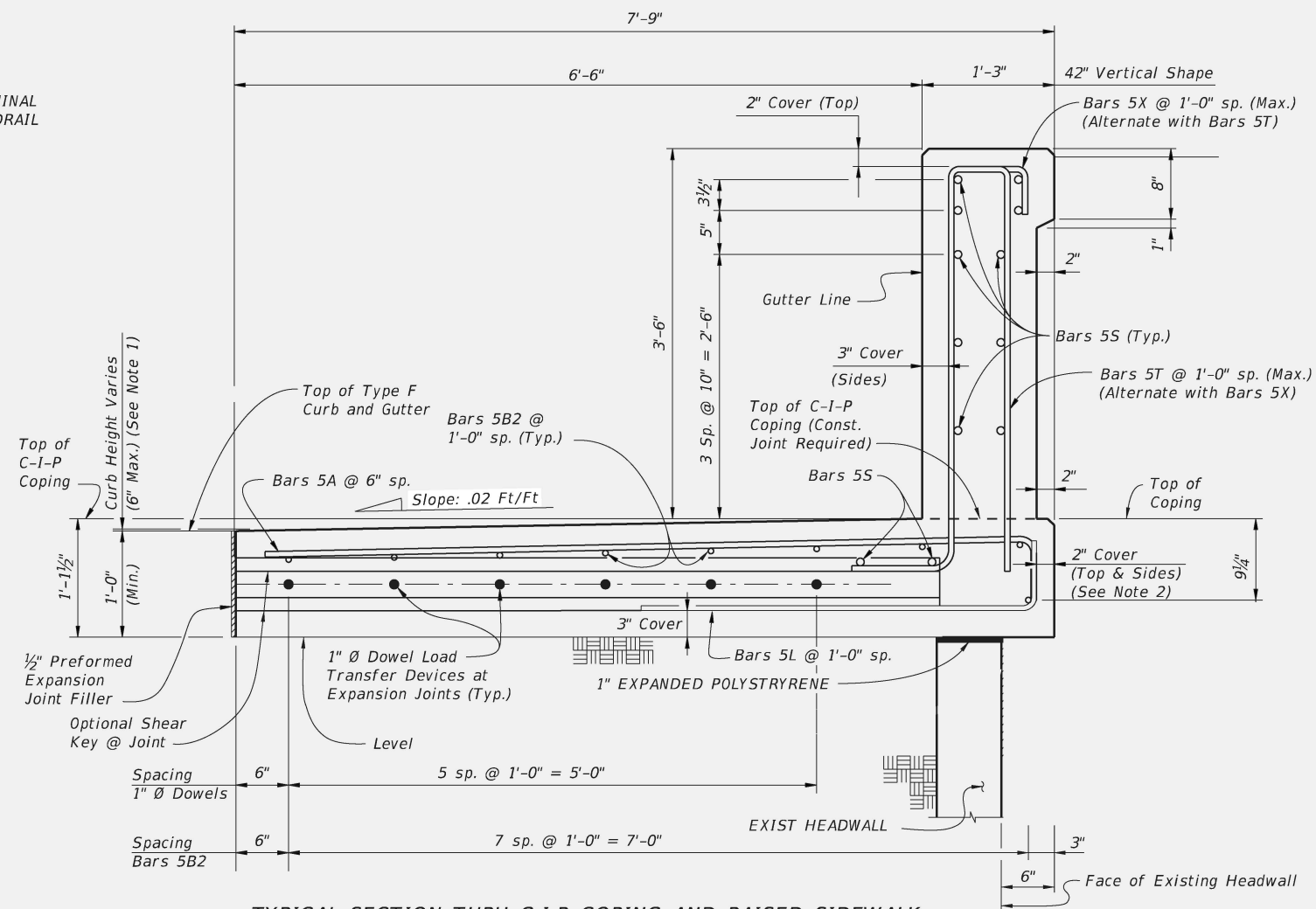
END VIEW OF VERTICAL FACE END TRANSITION



ELEVATION END TRANSITION (GUARDRAIL NOT SHOWN FOR CLARITY)

ESTIMATED QUANTITIES FOR C-I-P COPING		
ITEM	UNIT	QUANTITY
CONCRETE	CY/LF	0.326
REINFORCING STEEL (TYPICAL) EXCLUDING BARS 5T, 5X AND 5S (TYP.)	LB/LF	35.38
ADDITIONAL REINF. @ EXPANSION JOINTS (STEEL DOWELS)	LB	32.04

THE ABOVE CONCRETE QUANTITIES ARE BASED ON A TYPE D CONCRETE CURB ON A LEVEL RETAINING WALL (SEE NOTE 1).



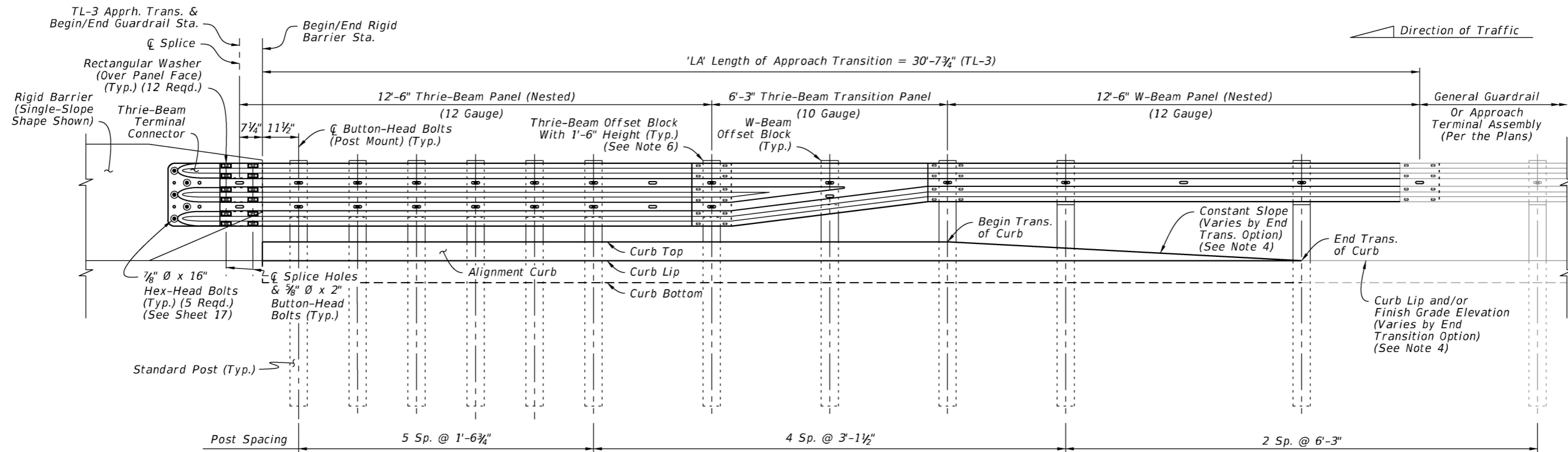
TYPICAL SECTION THRU C-I-P COPING AND RAISED SIDEWALK AND RETAINING WALL AT EXPANSION JOINTS (42" Vertical Face Shown, 32" Vertical Face Similar)

NOTES:

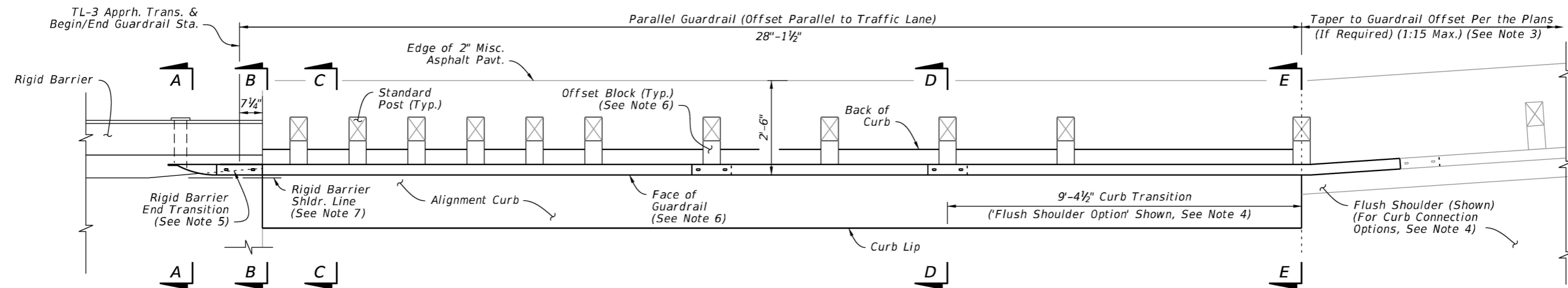
1. MATCH ROADWAY CURB SHAPE (TYPE) AND HEIGHT. SEE ROADWAY PLANS AND INDEX 520-001. 6'-6" DIMENSION IS BASED ON A 42" VERTICAL SHAPE WITH A TYPE D CURB ADJACENT TO A 6'-0" WIDE SIDEWALK. ADJUST THIS DIMENSION AS REQUIRED FOR OTHER CURB TYPES OR TRANSITIONS AT BEGIN OR END RETAINING WALL.
2. IF SLIP FORMING IS USED, SUBMIT SHOP DRAWINGS FOR APPROVAL SHOWING 3" SIDE COVER WITH THE TYPICAL SECTION DIMENSIONS ADJUSTED.
3. BEGIN PLACING RAILING BARS 5T AND 5X AT THE RAILING END AND PROCEED TOWARD RETAINING WALL TO AVOID CONFLICT WITH GUARDRAIL BOLT HOLES. IF REQUIRED, ADJUSTMENTS TO THE BAR SPACING FOR BARS 5T AND 5X SHALL BE MADE IMMEDIATELY ADJACENT TO BEGIN OR END RETAINING WALL. CUT, SHIFT AND ROTATE BARS 5T AND 5X AS REQUIRED TO MAINTAIN COVER IN END TRANSITION.

**MODIFIED**

10/14/2019 11:13:52 AM



**TL-3 APPROACH TRANSITION  
INSTALLED ELEVATION**




**TL-3 APPROACH TRANSITION  
INSTALLED PLAN**

**NOTES:**

1. **INSTALLATION:** Construct the Approach Transition segment where indicated in the plans. For example Layouts showing the Approach Transition's fit among other guardrail segments, see Sheet 19.  
For existing bridge connection options, see Indexes 536-002, 521-404, and 521-405.
2. **SECTION VIEWS & DETAILS:** For cross sections and details, including the barrier mounting hardware, curb transition, adjacent grading, and installation dimensions, see Sheet 17.
3. **GUARDRAIL TAPER:** The connecting guardrail may require a different lateral offset if shown in the plans. At the location shown herein, taper the guardrail to the connecting guardrail offset. If the adjacent guardrail segment has the same offset as the Approach Transition segment, then no taper is required.
4. **END TRANSITION OF CURB OPTIONS:** The Plan and Elevation views depict an example Curb Transition to Flush Shoulder from Section D-D to E-E, but this transition may require a different shape depending on the End Transition option shown in the plans (Either a 'Shoulder Gutter Option', 'Raised Curb Option', or 'Flush Shoulder Option'). See Sheet 14 for additional curb options and Sheet 17 for curb shape details.
5. **RIGID BARRIER END TRANSITION:** Taper the Rigid Barrier toe as shown. See Concrete Barrier, Index 521-001, and Traffic Railing, Indexes 521-422 and 521-428, for details.
6. **OFFSET BLOCKS:** For Thrie-Beam post locations within the Length of Approach Transition segment, use the Timber Offset Blocks with 1'-6" height shown on Sheet 5.  
For the midspan of the Thrie-Beam Transition Panel and for all other W-Beam locations shown herein, use the W-Beam Offset Blocks with 1'-2" height.
7. **OFFSET:** The required offset difference between the Face of Guardrail and Rigid Barrier Shoulder Line is considered negligible and may not be shown in the guardrail offset callouts in the plans. A consistent guardrail offset deviation of up to 4 inches outside of the Rigid Barrier Shoulder Line is permitted over the length 'LA'.
8. **GENERAL GUARDRAIL:** General Guardrail typically includes Panels and Post Spacing as shown on Sheet 2, including parallel and tapered segments. Approach Terminals, Low-Speed Guardrail, or Reduced Post Spacing Guardrail segments may be substituted for the General Guardrail shown herein if indicated in the plans.

**APPROACH TRANSITION CONNECTION  
TO RIGID BARRIER - GENERAL, TL-3**

10/12/2020 8:04:51 AM

LAST REVISION 11/01/19	REVISION	DESCRIPTION:	 <b>FY 2021-22 STANDARD PLANS</b>	<b>GUARDRAIL</b>	INDEX <b>536-001</b>	SHEET <b>13 of 24</b>
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**SUNSHINE  
WATER CONTROL DISTRICT**

**13B11c**



June 8, 2021

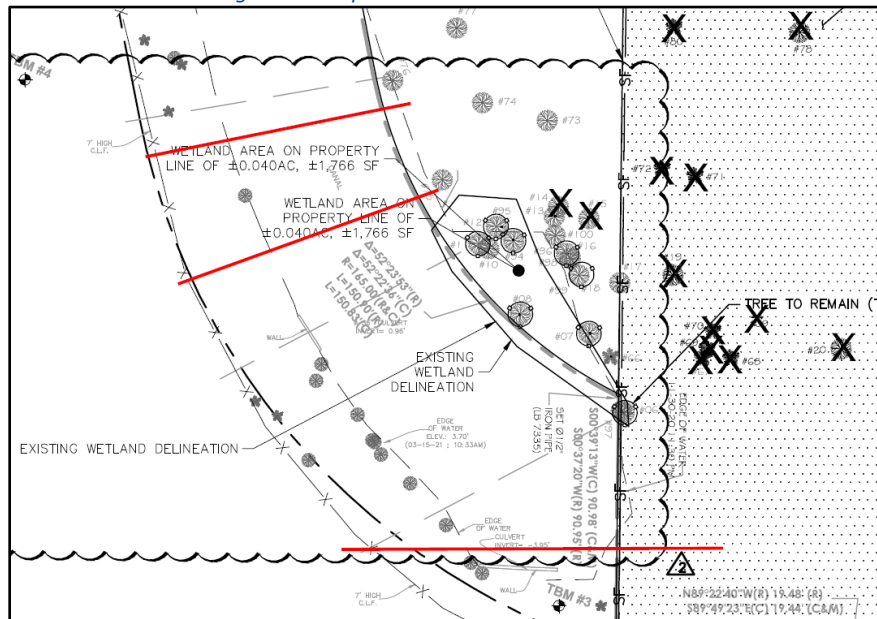
Board of Supervisors  
Sunshine Water Control District (SWCD)  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33073

**RE: SWCD Right-of-Way (ROW) Permit Application  
NW 126<sup>th</sup> Avenue – Off-site Parking adjacent to SWCD Canal “EE”  
CAS PROJECT NO. 15-1826-P28**

Dear Board of Supervisors (BOS):

We have reviewed the ROW permit application submitted by Kimley Horn & Associates on behalf of 441/595 Inc., for the construction of off-site parking lot to serve the property on 4000 NW 126 Avenue. The latter also had on-site improvements which was eventually signed off as a letter of no objection from SWCD since no canal ROW was affected. This parking lot is north of Sample Road and east of Canal “EE”. Canal cross sections were requested which followed subsequent reviews in April. Based on SWCD staff field review, additional sections were needed. Note that the purpose of the adjacent canal survey is to determine where the canal needs demucking in accordance with SWCD Permit criteria. At this time and as to avoid delays in construction, we recommend as requested by Kimley Horn & Associates that the SWCD BOS conditionally to issue a Right-of-Way Permit to the applicant for the proposed parking lot adjacent to Canal “EE” subject to the following Special Conditions which are to be made part of the Permit on the scheduled June 9, 2021, BOS meeting:

Figure 1 – Requested Canal “EE” Cross Sections



1. Prior to the commencement of construction, the permittee shall provide the requested cross sections as shown in Figure 1. The permittee shall comply with demucking request pending the review of the provided sections.
2. All work must be in compliance with the latest SWCD Permit Criteria Manual.
3. Permittee will ensure that all necessary Sediment & Erosion Control devices will be utilized at the SWCD right-of-way during construction.

4. Trash bond (\$2,500) shall be submitted prior to permit issuance and the Contractor shall repair and replace any SWCD facilities damaged during construction at no cost to the District.
5. A copy of Record As-builts and Engineer Certification shall be provided to SWCD upon completion of all work with elevations shown in NAVD datum.
6. All applicable permits and approvals for Work shall be obtained.
7. SWCD shall be notified at least 48 hours prior to construction.

Sincerely,

**CRAIG A. SMITH & ASSOCIATES**



Orlando A. Rubio, PE  
Sr. Supervising Engineer

Enclosures: select Kimley Horn & Associates Engineering Plans

cc: SWCD – Cory Selchan (via e-mail)  
WHA – Cindy Cerbone, Jamie Sanchez, Debbie Tudor, Daphne Gillyard (via e-mail)  
CAS – Stephen C. Smith, PE (via e-mail)

\\cas-file\Projects\Districts\Sunshine\_Water\_Control\15-1826-COST-RECOVERY-PROJECTS\15-1826-P28-126th-Ave-Off-Site-Pkg\04-Correspondence\02-Letters\NW126thAveOffsitePkg\_Engr\_Recommendation.docx



Drawing name: \\verifp01\FL\_ORL\Civil\149817028-DFH8 4000 NW 126th Ave Coral Spgs FL\CADD\CONST\DFH8 OFFSITE PARKING\PlanSheets\CO.0 - COVER SHEET.dwg CO.0 COVER SHEET May 04, 2021 2:03pm by: Keisha Vallejo  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

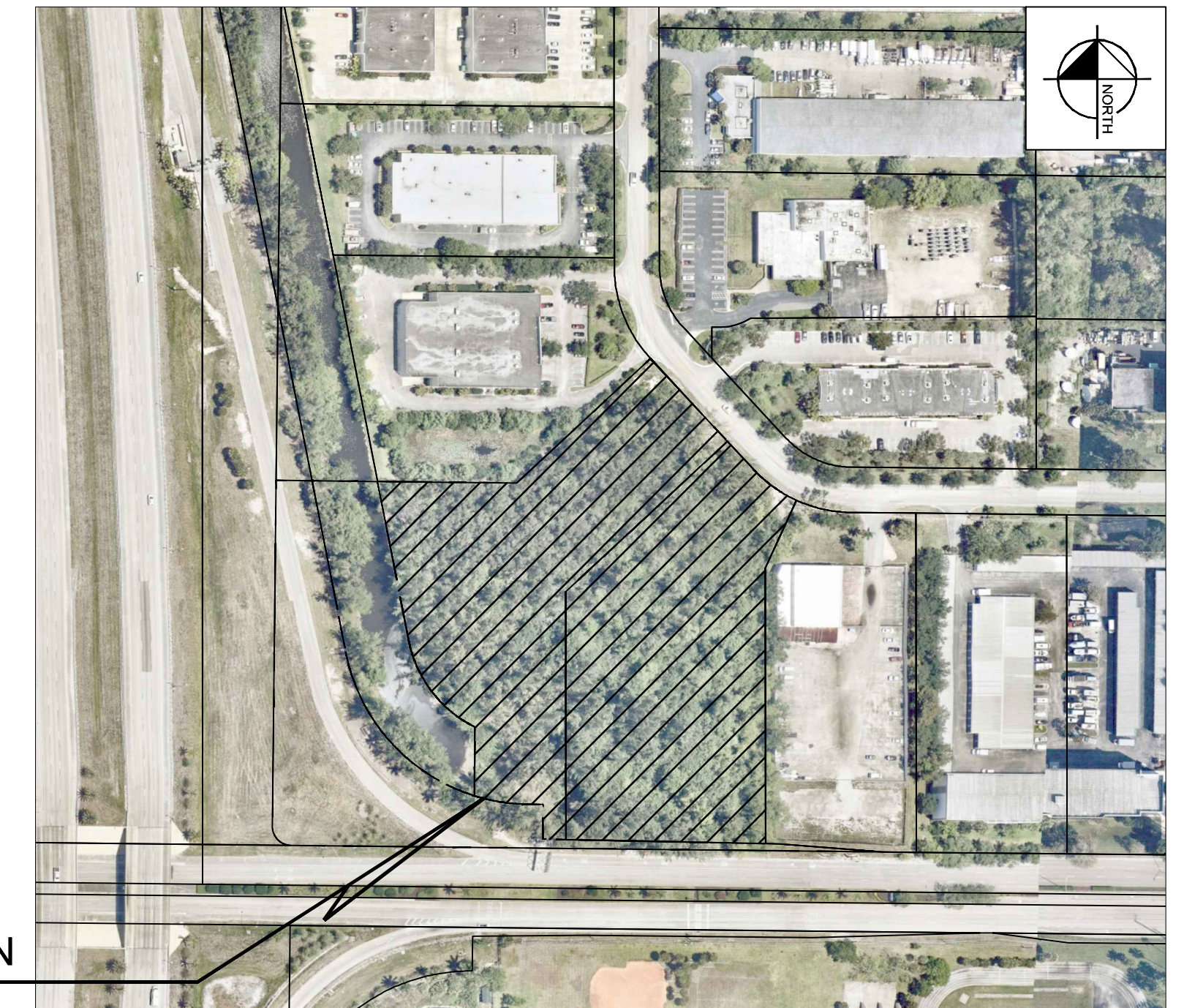


PROJECT LOCATION

# CONSTRUCTION PLANS FOR 4000 NW 126TH AVENUE OFF-SITE PARKING

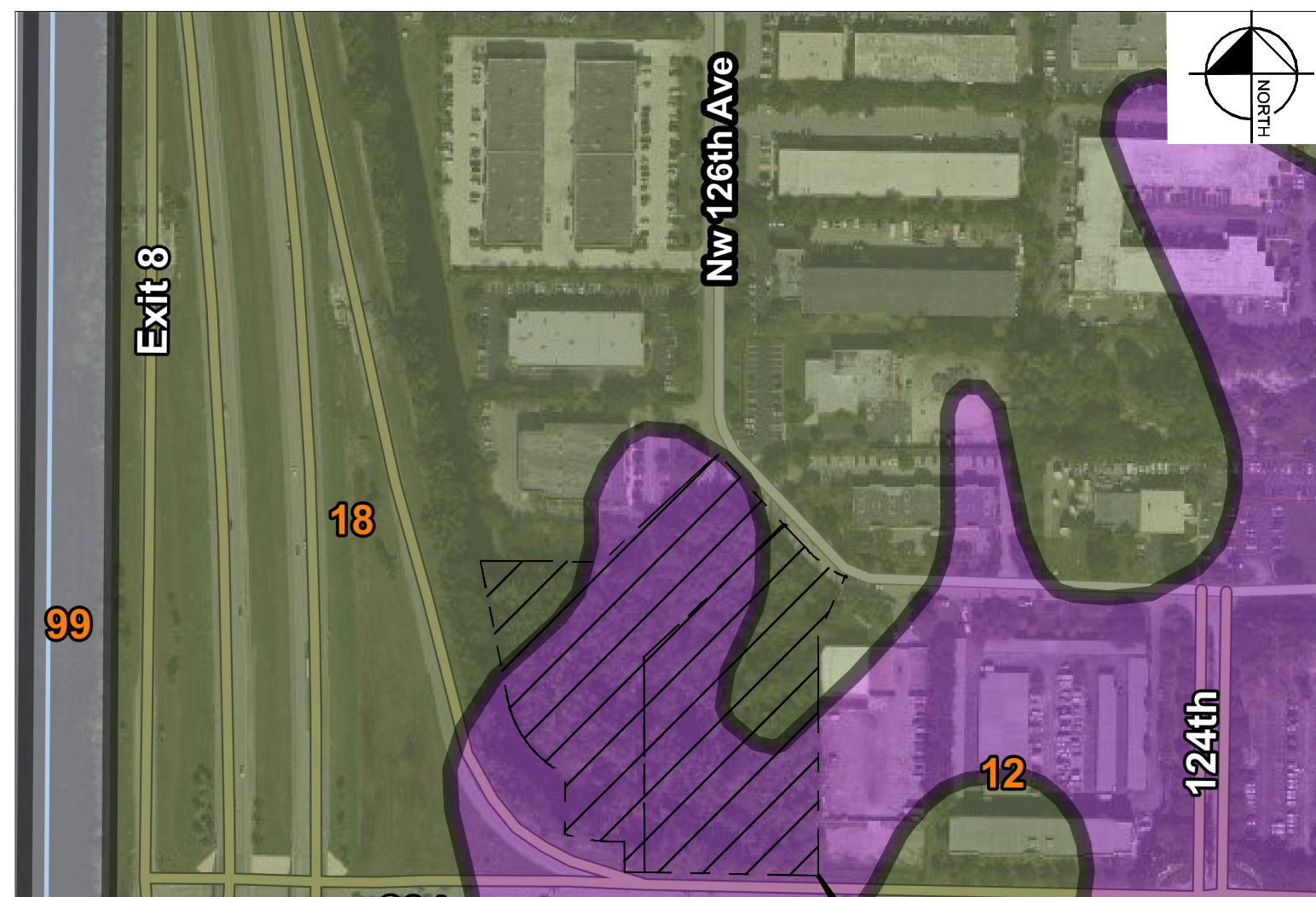
PARCEL # 4841-18-02-0070 & 4841-18-02-0080

CORAL SPRINGS, FLORIDA



PROJECT LOCATION

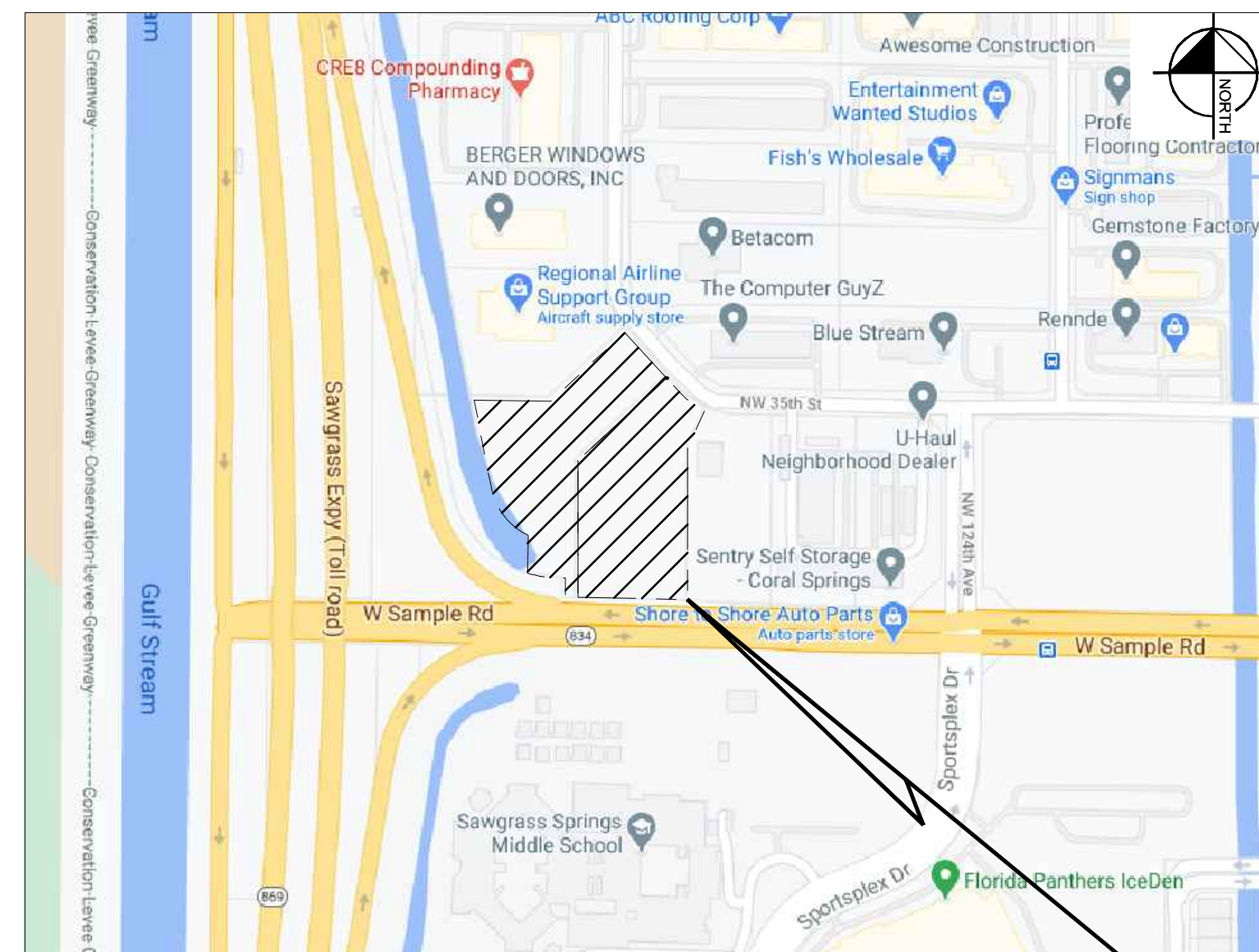
AERIAL PHOTOGRAPH



**SOILS LEGEND**  
 12 HALLANDALE FINE SAND  
 18 LAUDERHILL MUCK

SOILS MAP  
N.T.S.

PROJECT LOCATION



VICINITY MAP  
N.T.S.

PROJECT LOCATION

**LEGAL DESCRIPTION - 3550 SW 126TH STREET**

LOTS 7 & 8, BLOCK "A" OF THE "GREATER CORAL SPRINGS RESEARCH AND DEVELOPMENT PARK, ADDITION" AS RECORDED IN PLAT BOOK 66 AT PAGE 50; LESS RIGHTS OF WAY OF RECORD

**PROJECT TEAM**

**OWNER/DEVELOPER**  
 441 / 595 INC TRSTEE  
 3300 N 29 AVE., SUITE 101 HOLLYWOOD,  
 FL 33020

**SURVEYOR**  
 LONGITUDE SURVEYORS, LLC  
 7769 NW 48 STREET, SUITE 375  
 DORAL, FL 33166  
 CONTACT: EDUARDO M. SUAREZ  
 PHONE: (305) 463-0912  
 EMAIL: ESuarez@LongitudeFL.com

**CIVIL ENGINEER**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 189 S. ORANGE AVE., SUITE 1000  
 ORLANDO, FL 32801  
 CONTACT: BROOKS A. STICKLER, P.E.  
 PHONE: (407) 898-1511  
 EMAIL: brooks.stickler@kimley-horn.com

**LANDSCAPE ARCHITECT**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 189 S. ORANGE AVE., SUITE 1000  
 ORLANDO, FL 32801  
 CONTACT: MATTHEW FRANKO, PLA  
 PHONE: (407) 898-1511  
 EMAIL: matt.franko@kimley-horn.com

**UTILITY PROVIDERS**

**WATER & SEWER:**  
 CITY OF CORAL SPRINGS  
 3800 NW 85 AVE.  
 CORAL SPRINGS, FL 33065  
 PH: 954-345-2188  
 EMAIL: NZERROUKI@CORALSPRINGS.ORG  
**GAS:**  
 TECO PARTNERS  
 5101 NW 21ST AVE. #460  
 FORT LAUDERDALE, FL 33309  
 PHONE: 954-931-9742  
 EMAIL: DLHUFFMAN@TECOENERGY.COM

**ELECTRIC:**  
 FLORIDA POWER & LIGHT  
 4401 NW 112TH AVE  
 SUNRISE, FL 33323  
 PH: (954) 382-5147  
 EMAIL: Jorge.Carrasquillo@fpl.com  
**TELEPHONE:**  
 AT&T  
 5395 NE 14TH AVE  
 FORT LAUDERDALE, FL 33334  
 PH: 954.562.9174  
 EMAIL: VP607G@ATT.COM

**STORMWATER PERMIT SET**  
 APRIL 23, 2021

BROOKS A. STICKLER, P.E.  
 FL. P.E. NO. 74031

Sheet List Table	
Sheet Number	Sheet Title
C0.0B	COVER SHEET
1 OF 2	ALTA SURVEY
2 OF 2	ALTA SURVEY
C1.0B	GENERAL NOTES
C1.1B	STORMWATER POLLUTION PREVENTION PLAN
C1.2B	EROSION CONTROL DETAILS
C1.3B	CITY OF CORAL SPRINGS DETAILS
C2.0B	EXISTING CONDITIONS AND DEMOLITION PLAN
C3.0B	OVERALL SITE PLAN
C3.1B	SITE PLAN
C3.2B	SITE PLAN
C3.3B	PARKING DETAILS
C3.10B	OVERALL SITE PLAN ALTA SURVEY OVERLAY
C4.0B	OVERALL PAVING, GRADING & DRAINAGE PLAN
C4.1B	PAVING, GRADING, AND DRAINAGE PLAN
C4.2B	PAVING, GRADING, AND DRAINAGE PLAN
C4.3B	CROSS SECTIONS
C6.0B	GENERAL CONST DETAILS
C6.1B	GENERAL CONSTRUCTION DETAILS
C7.0B	CONTECH DETAILS
C7.1B	CONTECH DETAILS
C7.2B	CONTECH DETAILS
C7.3B	CONTECH DETAILS
C7.4B	CONTECH DETAILS
C7.5B	CONTECH DETAILS
C7.6B	CONTECH DETAILS
C7.7B	CONTECH DETAILS
C7.8B	CONTECH DETAILS
C7.9B	CONTECH DETAILS
C7.10B	CONTECH DETAILS
C8.0B	CITY OF CORAL SPRINGS DETAILS
C8.1B	CITY OF CORAL SPRINGS DETAILS
L0.50B	TREE DISPOSITION PLAN
L0.51B	TREE DISPOSITION NOTES
L1.00B	OVERALL LANDSCAPE PLAN
L1.01B	LANDSCAPE PLAN
L1.02B	LANDSCAPE PLAN
L1.03B	LANDSCAPE PLAN
L1.04B	LANDSCAPE PLAN
L1.50B	LANDSCAPE DETAILS
L1.51B	LANDSCAPE SPECIFICATIONS
L2.00B	OVERALL IRRIGATION PLAN
L2.01B	IRRIGATION PLAN
L2.02B	IRRIGATION PLAN
L2.03B	IRRIGATION PLAN
L2.04B	IRRIGATION PLAN
L2.50B	IRRIGATION DETAILS
L2.51B	IRRIGATION SPECIFICATIONS

4000 NW 126TH AVENUE OFF-SITE PARKING  
 April 23, 2021  
 ENGINEER'S PROJECT No. 149817028

REVISIONS:	DATE	DESCRIPTION

PREPARED BY  
**Kimley»Horn**

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 189 S Orange Ave, Suite 1000, Orlando, FL 32801  
 Phone: (407) 898-1511  
 WWW.KIMLEY-HORN.COM CA 00000696





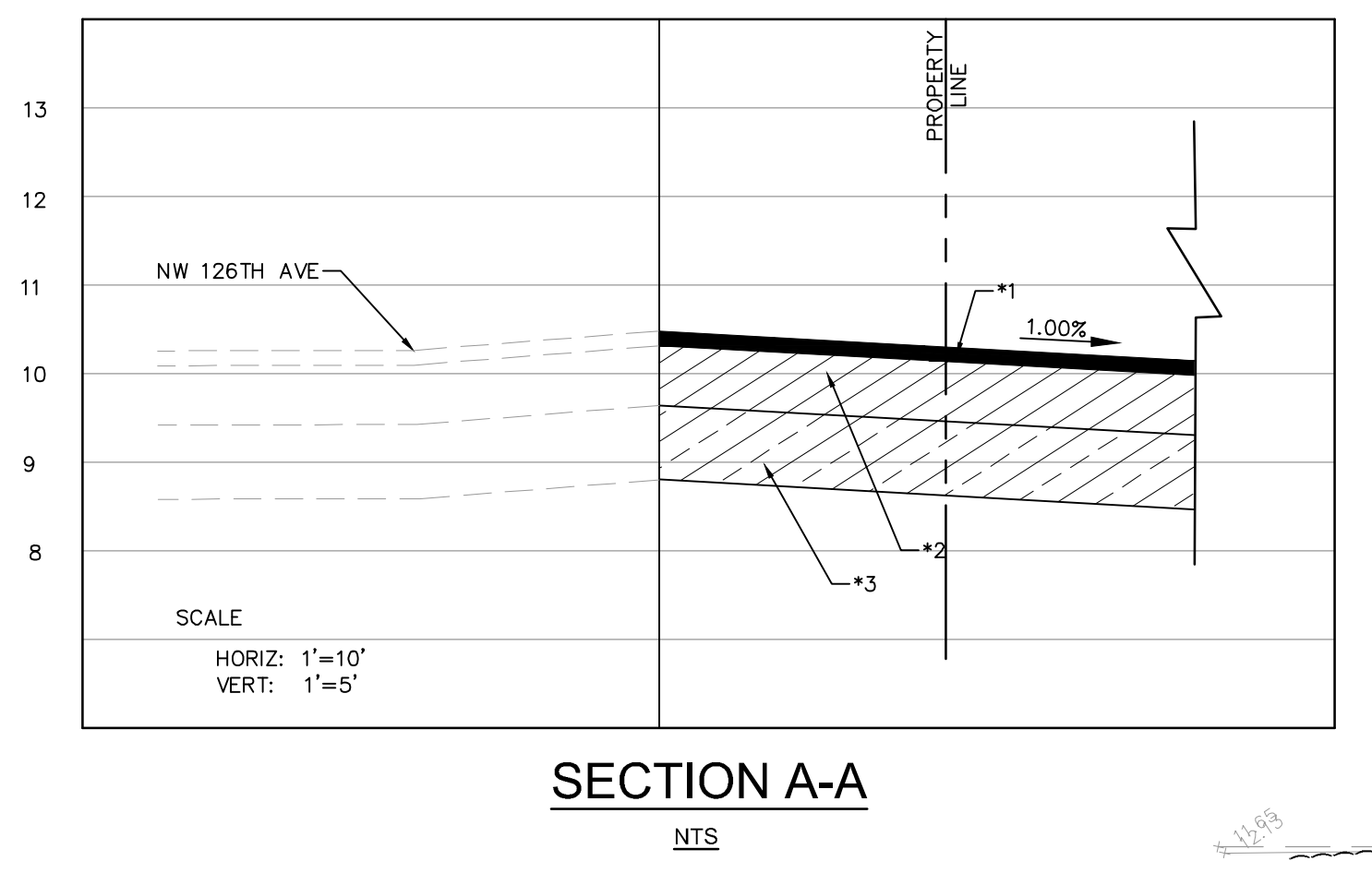




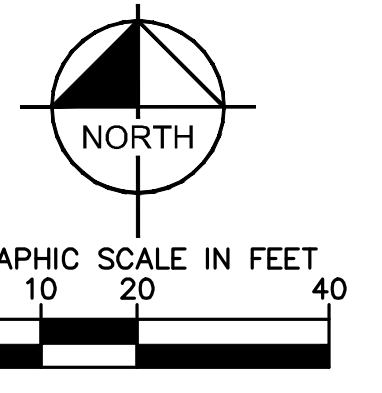


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STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
CS	MH RIM: 10.89 INV IN: 6.00
D-6	TYPE "C" INLET PER FDOT INDEX #425-052 RIM: 10.30 INV OUT: 6.00
D-7	TYPE "C" INLET PER FDOT INDEX #425-052 RIM: 9.80 INV IN: 6.00 INV OUT: 6.00
D-8	TYPE "C" INLET PER FDOT INDEX #425-052 RIM: 9.80 INV IN: 6.00 INV OUT: 6.00
D-9	TYPE "C" INLET PER FDOT INDEX #425-052 RIM: 9.95 INV OUT: 6.00
D-10	TYPE "C" INLET PER FDOT INDEX #425-052 RIM: 0.00 INV OUT: -4.57
D-11	TYPE "C" INLET PER FDOT INDEX #425-052 RIM: 11.06
D-12	TYPE "C" INLET PER FDOT INDEX #425-052 RIM: 10.90
HW	HEADWALL TOW ELEV.: 7.00 INV OUT: 4.00



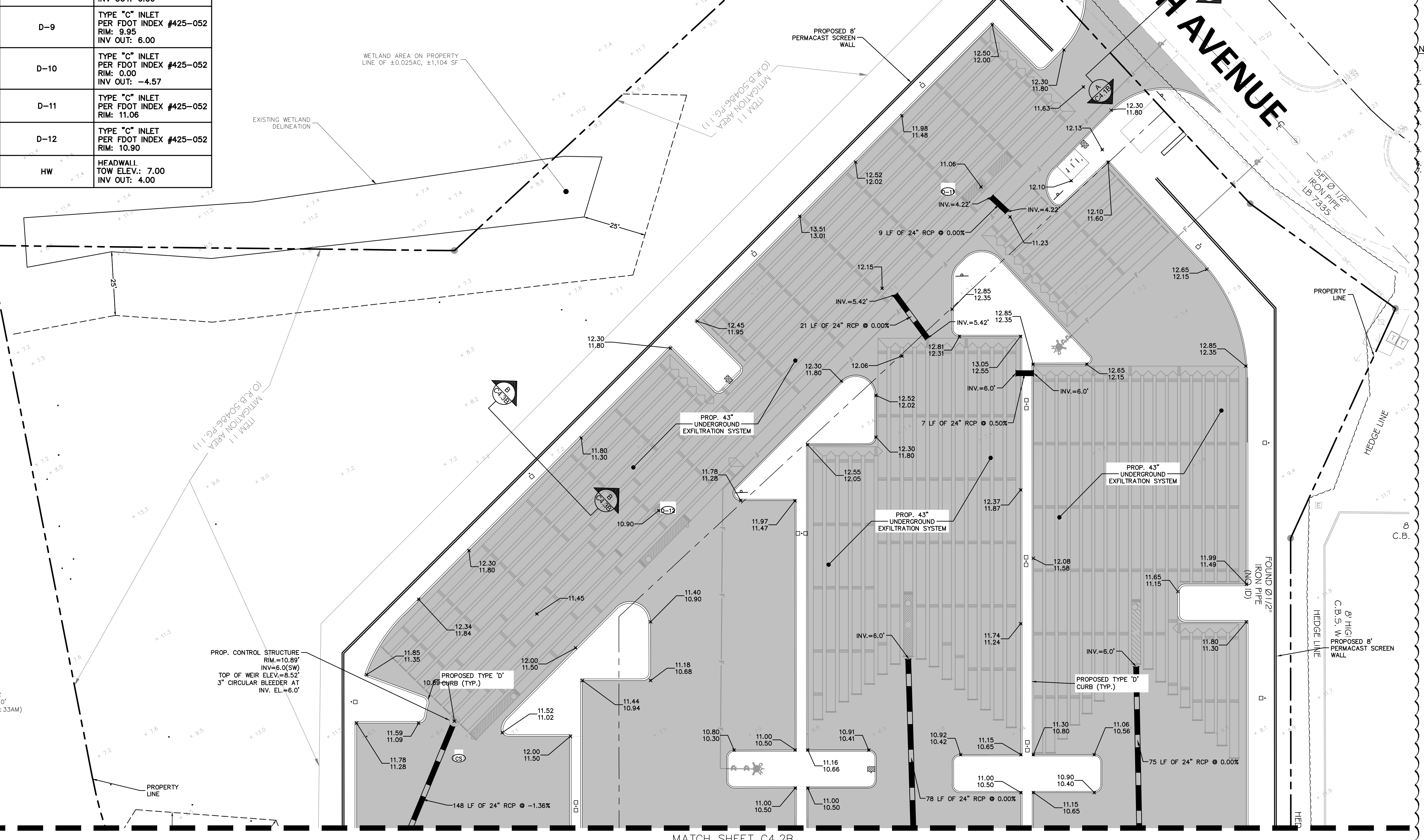
- \*1- 2" OF SP 12.5 ASPHALT PAVEMENT
- \*2- 8" LIMEROCK BASE (LBR 100) COMPACTED TO A MIN. OF 98% OF MAX. DENSITY PER ASTM D-1557 MODIFIED PROCTOR
- \*3- 10" STABILIZED SUB BASE (LBR 40) SHALL BE COMPACTED TO A MINIMUM OF 98% OF MAX. DENSITY PER ASTM D-1557 MODIFIED PROCTOR



- LEGEND**
- PROPERTY LINE
  - 110.00 EXISTING SPOT ELEVATION
  - 22.00 PROPOSED SPOT ELEVATION
  - 22.50 PROPOSED TOP OF CURB/PAVEMENT ELEVATION
  - EXISTING STORM PIPE
  - PROPOSED STORM INLET
  - EXISTING STORM MANHOLE
  - ▨ PROPOSED SIDEWALK
  - ▨ PROPOSED UNDERGROUND STORAGE BY CONTECH

**NOTES:**

1. SIDEWALKS TO HAVE A 5% MAXIMUM SLOPE AND A 2% MAXIMUM CROSS SLOPE.
2. GRADES AND SPOT ELEVATIONS SHOWN ARE TO BE FINISHED ELEVATIONS. CONTRACTOR TO TAKE INTO CONSIDERATION WHEN ROUGH GRADING AND LAYING SOIL.
3. ALL INLETS TO BE SUMPED 1 FOOT TO COLLECT SEDIMENT AND AID SYSTEM CLEANING.
4. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH FY 2018-19 DESIGN STANDARDS, 2018 ROAD AND BRIDGE CONSTRUCTION AND 2017 UTILITY ACCOMMODATION MANUAL.
5. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON.
6. ALL EXCESS FILL IS TO BE HAULED OFFSITE.
7. ALL ELEVATIONS ARE IN NAVD88.

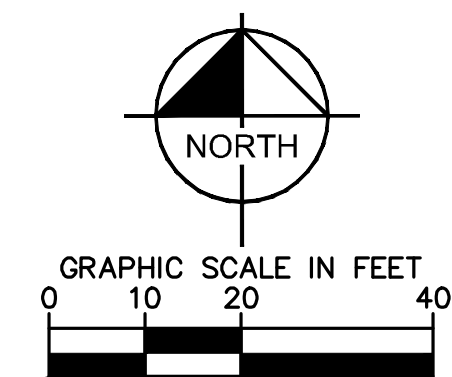
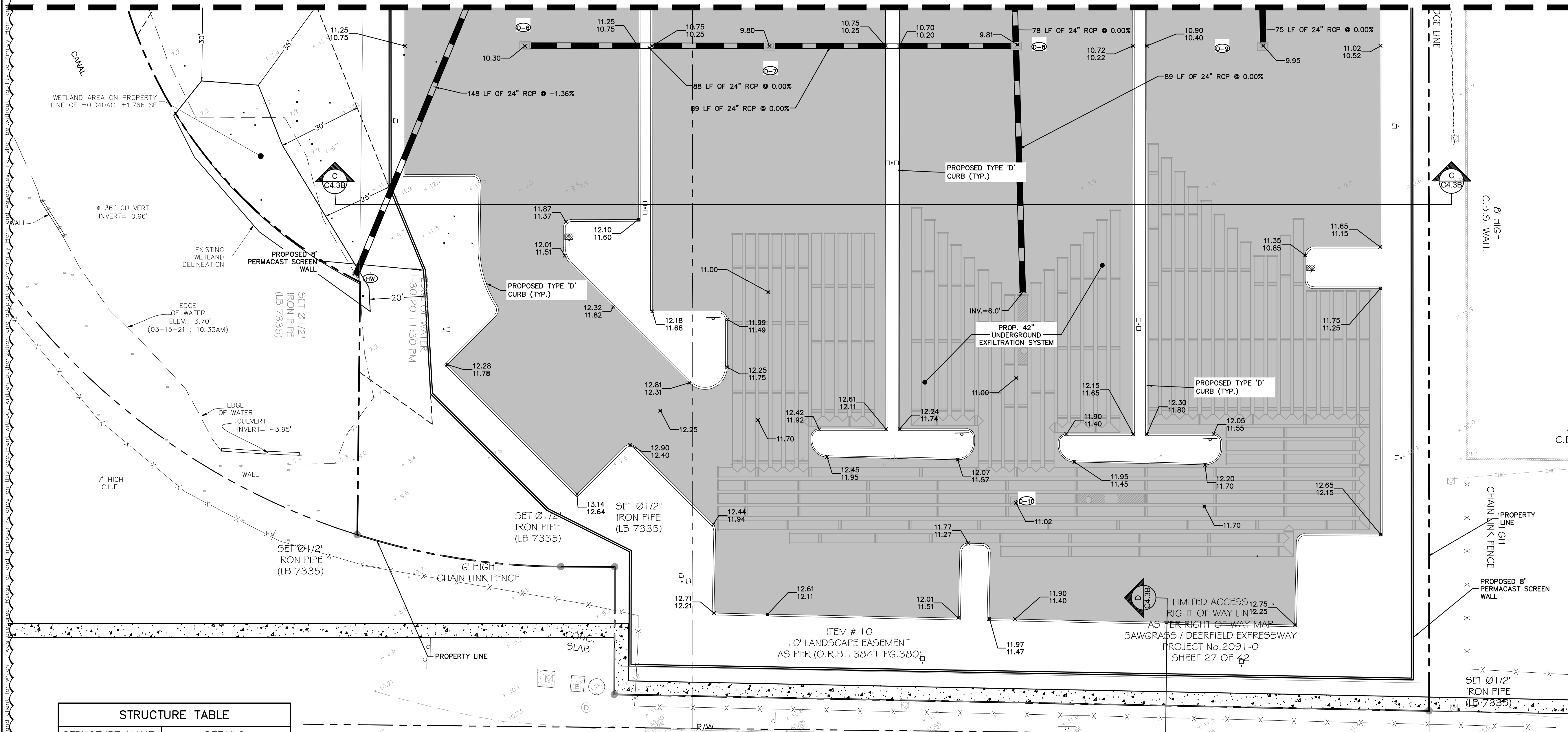


MATCH SHEET C4.2B

DATE	4/23/2021	SY		REVISIONS	
BY		DATE		BY	
© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803 PHONE: 407-888-1511 FAX: 407-894-4791 WWW.KIMLEY-HORN.COM CA 00000696					
LICENSING PROFESSIONAL	BROOKS A. STICKLER, P.E.				
KHA PROJECT	149817028	DATE	5/4/2021		
SCALE	AS SHOWN	DESIGNED BY	CJW	DRAWN BY	CJW
CHECKED BY	BAS	DATE	5/4/2021		
<b>PAVING, GRADING, AND DRAINAGE PLAN</b>					
<b>4000 NW 126TH AVENUE OFF-SITE PARKING</b>					
SHEET NUMBER					
C4.1B					



MATCH SHEET C4.1B



**LEGEND**

---	PROPERTY LINE
110.00	EXISTING SPOT ELEVATION
22.00	PROPOSED SPOT ELEVATION
22.50	PROPOSED TOP OF CURB/ PAVEMENT ELEVATION
---	EXISTING STORM PIPE
□	PROPOSED STORM INLET
○	EXISTING STORM MANHOLE
---	PROPOSED SIDEWALK
---	PROPOSED UNDERGROUND STORAGE BY CONTECH

- NOTES:**
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  - MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON.
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HW	HEADWALL TOW ELEV.: 7.00 INV OUT: 4.00

**W SAMPLE ROAD**

DATE: 5/4/2021

REVISIONS

DATE

BY

NO.

DATE: 5/4/2021

CHECKED BY: BAS

DRAWN BY: CLW

DESIGNED BY: CLW

SCALE: AS SHOWN

DATE: 5/4/2021

PROJECT: KHA PROJECT 149817028

LICENSED PROFESSIONAL: BROOKS A. STICKLER, P.E.

FLORIDA LICENSE NUMBER: 74031

3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803  
WWW.KIMLEY-HORN.COM CA 00000696  
PHONE: 407-898-1511 FAX: 407-894-4791

**Kimley-Horn**

4/23/2021 SV

STORMWATER AGENCY'S COMMENTS

4000 NW 126TH AVENUE OFF-SITE PARKING

PAVING, GRADING, AND DRAINAGE PLAN

SHEET NUMBER C4.2B

**SUNSHINE  
WATER CONTROL DISTRICT**

**13EI**

RETURN TO:  
Sunshine Water Control District  
2300 Glades Road, Suite 410W  
Boca Raton FL 33431

**OBSTRUCTIONS REMOVAL AGREEMENT – OPTION 2**

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of June, 2021, by and between **Juan & Silvina Salazar** (hereinafter referred to as “Owner”) whose address is **3904 Sanctuary Drive Coral Springs Drive, Coral Springs, FL 33065** and the SUNSHINE WATER CONTROL DISTRICT (hereinafter referred to as “District”) whose address is 2300 GLADES ROAD, SUITE 410W, BOCA RATON FL 33431

**WITNESSETH:**

WHEREAS, Owner holds title to a certain parcel of real estate more particularly described as:

**WOODSIDE ESTATES 127-10 B LOT 80**

(hereinafter referred to as the “Property”), and

WHEREAS, the Property is encumbered by a certain right-of-way/easement (hereinafter referred to as the “ROW/Easement”), such Easement being for the benefit of the District and its drainage system, and

WHEREAS, the ROW/Easement has been obstructed by the unauthorized growth of vegetation and/or construction of structures within said ROW/Easement; and

WHEREAS, Owner, pursuant to Option 2 of the District’s Right-of-Way/Easement Clearing Policy, elects to have the District remove said obstructions at the District’s expense; and

WHEREAS, because of the width of the ROW/Easement at this particular location, the District will remove obstructions within the ROW/Easement fifteen (15) feet inward from the edge of water, except that any protected native tree species which may exist within the ROW/Easement will be left in place, as per the requirements of the City of Coral Springs.

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The District will remove all obstructions located in the ROW/Easement fifteen (15) feet inward from the edge of water, except for any protected native tree species, at the District’s expense subject to the terms herein. For purposes of this Agreement, “obstructions” shall be defined as all vegetation (except as noted below) and all structures located on District property fifteen (15) feet inward from the edge of water

that prevent required maintenance and present a threat to human life, property, public health and safety, as depicted on Attachment A hereto. The District shall have sole discretion to determine what constitutes an obstruction pursuant to this Agreement, except that protected native tree species shall not be removed, as per the requirements of the City of Coral Springs.

3. The District's obligations pursuant to this Agreement are limited to a single, one-time-only removal of obstructions existing within the ROW/Easement fifteen (15) feet from the edge of water at the time of this Agreement. The District shall not be obligated to remove, at its expense, obstructions placed within the ROW/Easement by Owner subsequent to the execution of this Agreement.
4. Subsequent to District's removal of existing obstructions from the ROW/Easement, Owner shall be required to maintain and mow the grassy areas within the ROW/Easement that remain adjacent to his/her property and keep the same free from all structures and growth of vegetation which may become obstructions of the ROW/Easement, except that Owner is not required to remove protected native tree species which may exist within the ROW/Easement. Failure of Owner to comply with this requirement shall constitute a material breach of this Agreement and Owner shall be liable to the District for all costs associated with District's having to remove any subsequent obstructions or perform required maintenance.
5. If the District notifies Owner that he/she is in material breach of this Agreement and Owner fails to remedy the identified breach by removing the obstruction or performing the required maintenance within 30 days of receipt of notice, the District shall take all necessary steps to resolve the obstruction and Owner shall be invoiced and/or assessed on the Broward County tax roll the cost for the removal of all obstructions and/or performance of required maintenance, as well as any related administrative or legal fees that may be incurred by the District.
6. This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement shall run with the title to the Property and shall forever benefit the District and bind the Owner and all future owners of the Property, including without limitation, their heirs, successors, legal representatives and assigns. This Agreement shall be recorded in the property records of Broward County, Florida and will become a legal obligation of the Property in perpetuity.
7. Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold the District harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorney's fees, which may be imposed upon or asserted against the District arising from or in any way connected with the District's removal of obstructions within the ROW/Easement and/or related to Owner's subsequent maintenance of the ROW/Easement.



8. To the extent the terms of this Agreement vary from the District's Right-of-Way/Easement Policy, the terms of this Agreement shall prevail.
9. This Agreement may only be amended by written mutual consent of the District and Owner.
10. This Agreement shall be governed by the laws of the State of Florida. Venue for enforcement of this Agreement shall be in Broward County, Florida.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

**OWNER:**

[Signature]  
Owner Signature

Juan Salazar  
Owner Name (Printed)

[Signature]  
Owner Signature

Silvina Salazar  
Owner Name (Printed)

**WITNESS:**

[Signature]  
Witness Signature

Roxana Verges  
Witness Name (Printed)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of JUNE, 2021, by JUAN SALAZAR AND SILVINA SALAZAR of who is/are personally known to me and who did not take an oath.

[Signature]  
Notary Signature

LUANA RICHARDSON  
Print Name  
Notary Public - State of Florida  
Commission No.



My Commission Expires: JUNE 28, 2022

**SUNSHINE WATER CONTROL DISTRICT:**

\_\_\_\_\_  
District Manager Signature

\_\_\_\_\_  
District Manager Name (Printed)

**WITNESS:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (Printed)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of the Sunshine  
Water Control District who is personally known to me and who did not take an oath.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name  
Notary Public - State of Florida  
Commission No.

My Commission Expires:



**SUNSHINE  
WATER CONTROL DISTRICT**

**13E11**

**SUNSHINE WATER CONTROL DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE**

**LOCATION**

*La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 14, 2020</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>November 4, 2020*</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>December 9, 2020</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>January 13, 2021</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>February 10, 2021</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>March 10, 2021</b>	<b>Landowners' Meeting &amp; Regular Meeting</b>	<b>6:30 PM</b>
<b>April 14, 2021</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>May 12, 2021</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>June 9, 2021</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>July 14, 2021</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>August 11, 2021</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>September 8, 2021</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>6:30 PM</b>

***Exceptions:\****

November meeting is one week earlier to accommodate Veteran's Day Holiday