

REGULAR MEETING AGENDA

June 8, 2022



June 1, 2022

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 8, 2022, 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. Administration of Oath of Office to Newly Appointed Supervisor, Ed Khouri, SEAT 3 (the following to be provided in a separate package)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B Memorandum of Voting Conflict
- 6. Consideration of Resolution 2022-06, Designating Certain Officers of the District, and Providing for an Effective Date
- 7. Ratification of Engagement Letter to Re-Establish District
- 8. Update: Legislative Matters

- 9. Consideration of NFP Investment Advisory Agreement and 408(b)(2) Disclosure
- 10. Update: PS1, PS2 and WOFC Phase 2B Project
- 11. Acceptance of Unaudited Financial Statements as of April 30, 2022
- 12. Approval of May 11, 2022 Regular Meeting Minutes
- 13. Supervisors' Communications
- 14. Staff Reports
 - A. District Counsel: Lewis, Longman & Walker, P.A.
 - I. Attorney General Opinion Addressing Tree Removal
 - II. Discussion: CS/HB 7049 Concerning Public Notice
 - B. District Engineer: Craig A. Smith & Associates
 - I. Presentation: Monthly Engineer's Report
 - II. Permit Applications
 - a. Florida, Power & Light 4100 NW 120th Avenue
 - b. Florida, Power & Light 12001 NW 35th Street
 - c. Florida, Power & Light South of West Sample Road
 - d. Florida, Power & Light South of Intersection of Wiles & NW 120th
 Avenue
 - C. District Engineering Consultant: John McKune
 - D. District Field Supervisor: Cory Selchan
 - E. District Manager: Wrathell, Hunt & Associates, LLC
 - NEXT MEETING DATE: July 13, 2022 at 6:30 P.M.
 - QUORUM CHECK

Joe Morera	IN PERSON	PHONE	No
Ivan Ortiz	In Person	PHONE	□No
Ed Khouri	IN PERSON	PHONE	No

Board of Supervisors Sunshine Water Control District June 8, 2022, Regular Meeting Agenda Page 3

15. Adjournment

Should you have any questions, please contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,

Cindy Cerbone
Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 801 901 3513

SUNSHINE WATER CONTROL DISTRICT

6

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNSHINE WATER CONTROL DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Sunshine Water Control District is a local unit of special-purpose government created and existing pursuant to Chapter 298, Florida Statues, being situated entirely within Broward County, Florida; and

WHEREAS, the Board of Supervisors of the Sunshine Water Control District desires to appoint the below recited persons to the offices specified.

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

SECTION 1.		is appointed President.
SECTION 2.		is appointed Vice President.
SECTION 3.		is appointed Secretary.
	Craig Wrathell	is appointed Assistant Secretary.
	Cindy Cerbone	is appointed Assistant Secretary.
	Jamie Sanchez	is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for President, Vice President, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this 8th day of June, 2022.

ATTEST:	SUNSHINE WATER CONTROL DISTRICT			
Secretary/Assistant Secretary	President/Vice President, Board of Supervisors			

SUNSHINE WATER CONTROL DISTRICT



Reply To: Tallahassee

May 25, 2022

Sunshine Water Control District Attn: Joe Morera, President 2300 Glades Road, Suite 410W Boca Raton, FL 33431

CONFIDENTIAL ATTORNEY/CLIENT **PRIVILEGED**

RE: Legislative Representation

Dear Mr. Morera:

On behalf of the law firm of Lewis, Longman & Walker, P.A. ("LLW"), I sincerely thank you for the opportunity to represent you on the above-referenced matter that is further defined in Section 2 of this Engagement Agreement ("Agreement"). A solid attorney-client relationship is built on a clear understanding of the terms of the relationship. Therefore, I ask that you review this letter with care and then either confirm your agreement to these terms or state any different or additional terms that you would like me to consider.

- Client. Unless and until agreed by all parties in writing, LLW's only client in this matter is Sunshine Water Control District, 2300 Glades Road, Boca Raton, FL 33431.
- Services. LLW will provide advice and representation to you only in the matter of seeking passage of legislation to re-establish the district as a result of the passage of SB 4C during Special Session 2022C.

Any additional matters that you may ask us to undertake must be covered by separate Engagement Agreements and will require additional conflict checks.

- Professional Fees. I will be the shareholder in charge of this matter and I will be primarily responsible for providing and supervising the legal services required. The fee for these services shall be a flat fee of \$77,000.00. The fee shall be paid in twelve equal installments of \$6,416.67 beginning June 1, 2022 through May 31, 2023.
- Communication and Cooperation. In order for us to serve as your counsel, it is essential 4. that we are able to contact you, and that you respond to our requests for information or documents as expeditiously and completely as possible. We may also require client personnel

JACKSONVILLE

245 Riverside Ave., Suite 510 100 Second Ave., South 315 South Calhoun St., Suite 830 301 West Platt St. Jacksonville, Florida 32202 T: 904.353.6410

F: 904.353.7619

ST. PETERSBURG Suite 501-S St. Petersburg, Florida T: 850.222.5702

33701 T: 727.245.0820 F: 727.290.4057

TALLAHASSEE

Tallahassee, Florida 32301

F: 850.224.9242

TAMPA

Suite 364 Tampa, Florida 33606

T: 813.775.2331

WEST PALM BEACH

515 North Flagler Dr., Suite 1500 West Palm Beach, Florida 33401 T: 561.640.0820

F: 561.640.8202

Joe Morera, President Sunshine Water Control District May 25, 2022 Page 2

be made available to meet with us in relation to representing you in this matter. Please bear in mind that if we do not obtain such cooperation, the quality of our representation may suffer and we may feel constrained to withdraw from any further work.

- 5. <u>Costs.</u> LLW will charge you for direct costs incurred on your behalf for this representation. We may advance these costs and seek reimbursement in our billings or we may, at our discretion, require you to deposit these costs with us before the costs are incurred.
- 6. <u>Billing and Payment</u>. We will bill you on a monthly basis for professional services rendered and expenses incurred in connection with this matter. You agree to pay the amount of each invoice in full within twenty (20) days of the billing date. For the convenience of our clients, LLW accepts credit card payments for invoices. Payments received will be applied to the outstanding invoices specified by the payment. If a specific invoice is not specified, the payment will be applied to the oldest outstanding invoice. If you have any questions about the invoice or if you dispute any items or any invoice, you agree to notify me in writing within fifteen (15) days of the billing date of your question or concern. If no issues are raised within this time period, the firm will assume you do not have any dispute with the invoice. Any amount of fees and costs due remaining unpaid for more than thirty (30) days from the date of billing shall bear interest at the rate of twelve (12%) percent per annum, compounded daily, until paid.
- 7. <u>Default</u>. If you fail to abide by the terms of this Agreement, you will be considered in default of this Agreement and we may terminate our representation. In the event any suit or action is brought to enforce the provisions of this Agreement in any arbitration, or administrative or judicial proceeding, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in such proceedings, including appeals.
- 8. <u>Client Documents</u>. During the course of your matter, you may provide us with original or sensitive documents such as tax records, expense records, bank records, deeds, etc. We will hold these records, in our office, during the pendency of your action. At the conclusion of your matter and after all outstanding legal fees, costs and expenses, have been paid in full, you may arrange for the return of the original documents to you. It is your responsibility to secure the return of your original or sensitive documents. If you want a copy of all the matter files you will need to pay for the organization, copying/scanning and provision of same. We will retain all documents related to your matter for seven (7) years following the closure of your matter. At the conclusion of which the documents will be destroyed.
- 9. <u>Liens</u>. You agree that LLW shall have a charging lien, an equitable lien and retaining lien against all sums of money, property, client documents and files in this matter, if any, as security for any legal fees, costs and expenses owed by you to LLW.
- 10. <u>Venue.</u> If any arbitration or enforcement action or any other litigation arises regarding this Agreement, venue will be in Leon County, Florida and the parties hereby waive their right to a jury trial.

Joe Morera, President Sunshine Water Control District May 25, 2022 Page 3

Sincerely,

11. <u>Binding and Entire Agreement</u>. This Agreement and any concurrent attachments represent the entire Agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this Agreement without the written consent of all the parties hereto.

We sincerely thank you for choosing LLW to assist you in this most important matter. If you agree with the foregoing terms and conditions, please sign in the space provided at the bottom of this Agreement. Please return the original to me with the agreed-upon Advance Fee in the enclosed self-addressed, stamped envelope, and retain a copy for your records. On behalf of LLW, I look forward to assisting you in this matter.

+M (Q)
Chris Lyon, Shareholder
Lewis, Longman & Walker, P.A.
ACCEPTED BY:
SUNSHINE WATER CONTROL DISTRICT
[SIGNATURE]
[SIGNATURE]
[PRINT NAME]
[TITLE]
[DATE]
Email Address:
Work Telephone Number:
Coll Phone Number:

SUNSHINE WATER CONTROL DISTRICT

9



Investment Advisory Agreement and 408(b)(2) Disclosure

This Investment Advisory Agreement ("Agreement") is made on the Effective Date identified below by and between NFP Retirement, Inc., a California corporation and a registered investment adviser with the SEC, ("Adviser") and Sunshine Water Control District ("Client").

The Client sponsors and maintains Sunshine Water Control District 401(a) ("Plan") for the benefit of its employees. The Plan is a qualified employee benefit plan, which is intended to comply with all applicable state and federal laws and regulations, including the Internal Revenue Code of 1986, as amended

In connection with and in discharge of its duties with respect to the Plan, Client desires to engage the services of the Adviser for the purposes specifically set forth below. By this Agreement, Client hereby engages Adviser to provide the investment advisory and other services described by this Agreement:

1. Services

Investment Management (Plan Level):

The Adviser shall be responsible, and maintains discretion, for the selection, mapping, and ongoing monitoring, of investments offered within the Plan sponsored by the Client. The Adviser hereby accepts fiduciary responsibility for such duties. The Client engages the Adviser for management of Plan assets and shall delegate specified authority and discretion to the Adviser for the selection, mapping, and ongoing monitoring (including replacement, as prudent), of investments offered within the plan. However, services provided by the Adviser under this Agreement will not include any services with respect to employer securities, company stock, or the design and monitoring of asset allocation model glide paths or other custom asset allocation management services or solutions, whether available through the Adviser or an affiliate thereof. The Adviser shall also provide documentation supporting the investment due diligence in a regularly prepared Fiduciary Investment Review report. The Adviser will have an established investment due diligence process that is logical, technical, and comprehensive and that is consistently employed in the selection, de-selection, and ongoing monitoring of funds for plan sponsors and individuals, accompanied by an investment policy statement, that defines the process utilized to guide decision making in the management of the Plan investments offered to plan sponsors and individuals.

The Adviser may employ many different calculations, processes, and screening techniques, to arrive at specific recommended individual investments within the array of investments offered by each investment provider that is being analyzed.

Adviser will not and cannot engage in proxy voting for the Client.

Services provided by the Adviser under the Agreement will not include any services with respect to employer securities or company stock, or investments offered through a self-directed brokerage account or brokerage window, or any similar investment vehicle.

Adviser will provide the analysis quarterly .

Employee Plan and Investment Education

The Adviser may provide group employee enrollment, re-enrollment, and investment education support. The goal of this process is to help employees make educated and informed choices about the plan and investment allocation under the investment education guidelines set forth by the U.S. Department of Labor.

Plan Sponsor Service Provider Due Diligence Service Provider Search, Presentation, and Finalist Review

The Adviser may assist Clients with the selection of a plan provider or providers for their plan, based on detailed research and analysis of several retirement plan service providers. The service provider review process includes an evaluation of administrative, recordkeeping, compliance, and employee communications services, administrative and investment-related fees, and an investment overview that incorporates a very similar analysis to the investment due diligence process described above. In performing service provider search support services, the Advisor acts solely in an advisory capacity; the Client shall be responsible for selecting the Plan's investment platform provider and other plan service vendors and determining whether their agreement and compensation is reasonable. The Advisor will assist in the Client's determination of reasonableness.

Adviser will provide a benchmarking once every 3 years.

Fiduciary Fitness Program™

The Adviser provides a full program overlay to systemize and document steps taken to meet fiduciary best practices and compliance requirements for qualified plans. The overlay includes an on-going gap analysis of Client's fiduciary and administrative responsibilities, fiduciary education, an annual Fiduciary Plan Review, and documentation of all best practices steps taken to meet fiduciary responsibilities. In particular the Fiduciary Plan Review includes an analysis of relevant design features, developments in the qualified plan landscape, educational modules, benchmarking of plan fees against national averages, documentation processes for fiduciary responsibilities, administrative compliance checklists and reviews. The Adviser will also deliver a Reference Guide to assist the Client in understanding responsibilities and taking the proper steps to meet those responsibilities. The overlay will be documented in the Fiduciary Fitness Program Report Card, which will be updated as appropriate throughout the relationship between the Adviser and the Client.

Adviser will provide an annual face-to-face plan review.

Newsletter Campaign

Monthly plan sponsor newsletter includes industry and marketplace updates, plan design and compliance suggestions, and legislative updates.

General Plan Consulting

The Adviser will assign a Plan Consultant, who is responsible for responding to ongoing questions, concerns, and issues raised by the Client that are related to Client's qualified retirement plan.

2. Fiduciary Role

For those services, and only those services, described in Section 1, Investment Management (Plan Level) Advisor shall be a fiduciary to the Plan in accordance with the requirements of Section 112.656, *Florida Statutes* with respect to the selection, mapping, monitoring and replacement of plan investment options for which it has explicit authorized discretionary control. The Adviser will not be responsible for investment decisions made by individual Plan participants with respect to the investment of their accounts. The Adviser is not responsible for any fiduciary duties or responsibilities imposed on the Plan's fiduciaries under *Florida Statutes* not explicitly contemplated in Section 1.

3. Information to be provided by Client

For those services described in Section 1, the Client will be responsible for informing the Adviser of the investment objectives of the account and of any changes herein in writing. Adviser will base its investment decisions on the totality of information provided by the Client at the initial meeting and as updated from time to time by the Client.

4. Reports to Client

For those services described in Section 1, based on the results of the periodic quarterly analysis, the Adviser may recommend changes to the core group of investment options offered by one or more of the investment managers included in the analysis. As such, the Adviser will provide plan fiduciaries with a periodic report that includes fund rankings in each category. Adviser does not assume responsibility for the accuracy of information furnished by Client, or, unless the information is clearly inaccurate, any other person.

5. Communications

Any notices required to be given under this Agreement will be delivered by hand or by overnight mail or sent by certified mail and will be deemed given when received at the Client's address as specified and provided by the Client. Adviser may rely on any notice from any person reasonably believed to be genuine and authorized.

6. Custody

All assets in Client's account will be held for safekeeping with a designated custodian as selected by the Client. Adviser will not act as custodian for any assets in the Client's account and will not take possession of cash and/or securities of the Client's account. Adviser will not be liable to Client for any act, conduct or omission by custodian. Adviser is not authorized or empowered to issue instructions to custodian or to request information about the Account from custodian.

7. Non-Discretion

The Adviser does not have any other discretionary authority over the Client's account other than with respect to those services described in Section 1. The Adviser has no discretionary authority over the Client's plan design features including, but not limited to, selection of a Qualified Default Investment Alternative (QDIA).

8. Intentionally omitted.

9. Non-Exclusive Agreement

Client understands that Adviser acts as an adviser to other clients, and may publish or give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as the Plan) which may differ from the advice given, or in the timing or nature of action taken, with respect to the Client and the Plan. Nothing in this Agreement will be deemed to impose on Adviser any obligation to advise Client with respect to the Plan in the same manner as Adviser may advise any other clients. Client further understands that Adviser will not have any obligation to make any recommendation(s) for any Client account if in their opinion such transaction appears inadvisable for the Client's account.

10. Standard of Care

In performing its duties hereunder, the Adviser will act in a manner consistent with the requirements of a fiduciary under Section 112.656, Florida Statutes, that is charged with performing the duties specified in this Agreement. Accordingly, the Client acknowledges that the standard of care imposed on the Adviser and its agents hereunder is to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use.

The Client agrees that the only responsibilities of the Adviser hereunder are to render the services described by this Agreement, and the Adviser shall have no other responsibility with respect to the Client or the Plan. Neither the Adviser nor any "person associated with" the Adviser, as such term is defined in Section 202(a)(17) of the Advisers Act, shall have the authority to take custody or possession of any assets of the Plan.

11. Representations

Adviser represents and warrants that: (i) Adviser is registered as an investment adviser with the SEC, (ii) such registration is currently effective, (iii) all personnel assigned by Adviser to render services hereunder will be licensed as required by law, (iv) Adviser has the power and authority to enter into and perform this Agreement, (v) it has no material affiliation or contractual relationship with any other party in the development of the investment advice program, and (vi) it has no material affiliation or contractual relationship with any other party in the selection of the investment options under the Plan

Client represents and warrants that: (i) it is solely responsible for the voting and proxies and exercise of other shareholder rights with respect to securities held by the Plan and the Adviser does not provide any advice with respect to such matters, (ii) it has been advised by the Adviser that investments fluctuate in value and the value of the investments when sold may be greater or lesser than the original cost, (iii) it

acknowledges that the Adviser does not warrant or guarantee any level of performance by any of the investments or that any investment will be profitable over time, (iv) the Plan and its participants are assuming the market risk involved in the investment of Plan assets, (v) past performance does not necessarily guarantee any level of future investment performance, (vi) it acknowledges that the Adviser shall not, and cannot, provide legal, accounting or tax advice to the Client or the Plan, (vii) the Client is responsible for maintaining the Plan in compliance with applicable qualification requirements of the Internal Revenue Code including where applicable receipt of favorable determination letters and the Adviser will have no responsibility for such matters, it will seek the advice of its legal advisor as to matters that might arise relating to the operation and administration of the Plan, (viii) it is solely responsible for the administration of the Plan, including without limitation the timely transmission of plan contributions, the filling of required government reports and the provision of all required notices and communications to the Plan's participants in accordance with all applicable law and regulation, and (ix) it acknowledges receipt of the Adviser's Brochure (Part 2A and 2B of Form ADV) prior to, or contemporaneously with, execution of this Agreement.

12. Indemnification

The Adviser will not be subject to liability for any act or omission in the course of, or connected with, its performance of this agreement, except the Adviser will indemnify, hold harmless and handle at its own expense, any claim or against Client in the case of willful misfeasance, bad faith or negligence on the part of the Adviser, or the reckless disregard by the Adviser of its obligations and duties under this Agreement, but nothing herein will in any way constitute a waiver or limitation of any rights which Client, the Plan, or Plan participants may have under any federal or state securities law or under Section 768.28, *Florida Statutes.*, if applicable.

Client will defend, indemnify, hold harmless and handle at its own expense, any claim or action against Adviser, its affiliates, or any of its officers, directors, employees or agents, for Client's actual or alleged breach of fiduciary duties not explicitly designated to the Adviser pursuant to this Agreement. Client's indemnification obligations under this provision do not apply to claims that arise primarily from matters for which the Adviser is either required to indemnify Client pursuant to this section. Nothing in this sections deemed a waiver of the Client's sovereign immunity beyond the limited waiver provided in Section 768.28, *Florida Statutes*.

In any action or proceeding under this Indemnification Section 12, the indemnifying party shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise unless otherwise mutually agreed to in writing between the parties hereto, provided that the indemnifying party shall not have the right to execute any agreement, document or pleading that names the indemnified party as a party, or that imposes additional costs or obligations upon, or makes statements regarding, the indemnified party without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

Each party shall give the other party prompt notice of any written threat, warning, or notice of any such claim or action indemnifiable under this Agreement as it becomes known to such party, and provide copies of all papers served upon or received by such party relating to such indemniable claim or action. The indemnified party shall provide reasonable assistance to the indemnifying party (at the indemnifying party's expense) regarding the defense of such claim or action.

The indemnified party has the right to be represented (at its own expense) by counsel of its choosing any proceeding or settlement discussions held with respect to an indemnifiable claim hereunder.

13. Duration of Agreement

The contract will be in place for a minimum of one (1) year and remain in place unless and until terminated by either party on not less than sixty (60) days written notice to the other party.

14. Termination of Agreement (Disclosed pursuant to and in accordance with the 408(b)(2) regulation)

This agreement may be terminated by either party upon providing written notification to the other party. Adviser will not accept any termination instructions, including account liquidation instructions, unless

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provided in writing by Client. In the event of termination of this agreement, Adviser will have no obligation whatsoever to recommend any action with respect to the assets in Client's account.

If services are terminated within five (5) business days from the Effective Date of this Agreement (shown below) services will be terminated without penalty. After the initial (5) business days, Adviser is entitled to fees in connection with its services provided hereunder for the period to such termination. The Client will be responsible for a pro rata portion of its (quarterly, semi-annual) fee for such additional period. Any such additional fee will be paid concurrently with the notice of termination if given by Client and within 5 business days following the notice of termination by Adviser.

15. Compensation

An annual flat fee of \$10,000 will billed on a quarterly basis.

Any compensation received from Client's service provider, directly attributable to Client's plan will be used to offset the above fee. Such compensation may include commissions and/or additional compensation; commissions are a percentage of the account invested in a particular product, additional discretionary compensation may be paid by a recordkeeper (from their corporate assets, not the plan's assets) based on the type of work and size/scale of business handled by an advisor. In no event will the compensation received be greater than the above stated fee level.

16. Acknowledgement of Disclosure Statement

Client hereby acknowledges receipt of Adviser's Disclosure Statement as required pursuant to Rule 204-3 (17CFR 275.204-3) under the Investment Advisers Act of 1940 prior to or contemporaneously with execution of this Agreement.

17. Venue, Jurisdiction, Attorneys fees

Any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, or the United States Federal District Court for the Southern District of Florida and venue for litigation arising out of this Contract shall be exclusively in such state or federal courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event of such action, each party shall bear its own costs, expenses and attorney's fees.

18. Entire Agreement

This agreement and undertaking set forth herein constitute the entire agreement between the parties hereto with respect to the investment and management of the Client's account and supersedes all prior negotiations and agreements.

19. Amendments.

No modifications, amendments or attempted waiver of any provisions of this Agreement will be valid unless in writing and signed by both parties hereto.

20. Assignment

Neither party to this Agreement may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other. Further, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

21. Headings.

All headings used in this Agreement are for convenience of reference only and will not form part of or affect the construction or interpretation of any of its provisions.

22. Severability.

If any term or condition of this Agreement will be held or made invalid or unenforceable to any extent or in any application, whether by statute, rule, regulation, decision of tribunal or otherwise, then the remainder of this Agreement, and such term or condition except to the extent or in such application, will not be affected

thereby, and each and every term and condition of this Agreement will be valid and enforceable to the fullest extent and in the broadest application permitted by law.

23. Governing Law.

This agreement and the rights and obligations of the parties hereunder will be construed and interpreted under the laws of the state of Florida.

24. Public Records. In accordance with Florida Public Records law (Section 119.0701, Florida Statutes,), Advisor shall:

- A. Keep and maintain public records required by the Client to perform the service.
- B. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Board.
- D. Upon completion of the contract, transfer, at no cost, to the Client all public records in possession of the Advisor or keep and maintain public records required by the Client to perform the service. If the Advisor transfers all public records to the Board upon completion of the contract, the Advisor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Advisor keeps and maintains public records upon completion of the contract, the Advisor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

IF THE ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

SUNSHINE WATER CONTROL DISTRICT ATTN: Cindy Cerbone1 (877) 276-0889 info@sunshinewcd.net

The Parties int	tend and hereby cause thi	s Agreement to be effect	ve as of	(the
Agreed and Ad	ccepted by:			
Name of Clie	nt Representative	Signature	Date	
Accepted by:	NFP Retirement, Inc. 120 Vantis, Suite 400 Aliso Viejo, CA 92656			
Signature of	Representative	Title	Date	
Signature (Au	uthorized Officer)	Title	 Date	

Privacy Policy

NFP Retirement requires that you provide current and accurate financial and personal information. NFP Retirement will protect the information you have provided in a manner that is safe, secure and professional. NFP Retirement and its employees are committed to protecting your privacy and to safeguarding that information.

Safeguarding Customer Documents

We collect non-public customer data in checklists, forms, in written notations, and in documentation provided to us by our customers for evaluation, registration, licensing or related consulting services. We also create internal lists of such data.

During regular business hours access to customer records is monitored so that only those with approval may access the files. During hours in which the company is not in operation, the customer records will be locked.

No individual who is not so authorized will obtain or seek to obtain personal and financial customer information. No individual with authorization to access personal and financial customer information will share that information in any manner without the specific consent of a firm principal. Failure to observe NFP Retirement procedures regarding customer and consumer privacy will result in discipline and may lead to termination.

Sharing Nonpublic Personal and Financial Information

NFP Retirement is committed to the protection and privacy of its customers' and consumers' personal and financial information. NFP Retirement will not share such information with any affiliated or nonaffiliated third party except:

- When necessary to complete a transaction in a customer account, such as with the clearing firm or account custodians:
- When required to maintain or service a customer account;
- To resolve customer disputes or inquiries;
- With persons acting in a fiduciary or representative capacity on behalf of the customer;
- With rating agencies, persons assessing compliance with industry standards, or to the attorneys, accountants and auditors of the firm;
- In connection with a sale or merger of NFP Retirement business;
- To protect against or prevent actual or potential fraud, identity theft, unauthorized transactions, claims or other liability;
- To comply with federal, state or local laws, rules and other applicable legal requirements;
- In connection with a written agreement to provide investment management or advisory services when the information is released for the sole purpose of providing the products or services covered by the agreement;
- In any circumstances with the customer's instruction or consent; or
- Pursuant to any other exceptions enumerated in the California Information Privacy Act.

Opt-Out Provisions

It is not a policy of NFP Retirement to share nonpublic personal and financial information with affiliated or unaffiliated third parties except under the circumstances noted above. Since sharing under the circumstances noted above is necessary to service customer accounts or is mandated by law, there are no allowances made for clients to opt out.

SUNSHINE WATER CONTROL DISTRICT

SUNSHINE
WATER CONTROL DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2022

SUNSHINE WATER CONTROL DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS APRIL 30, 2022

	General	Debt Service Fund	Debt Service Fund	Total Governmental
	Fund	Series 2018	Series 2021	Funds
ASSETS				
Centennial Bank	\$ 2,831,166	\$ -	\$ -	\$ 2,831,166
Centennial Bank - escrow	80,844	-	-	80,844
DS - Series 2021	-	-	790,644	790,644
Investments				
State Board of Administration				
A Investment account	5,132	-	-	5,132
A Bank maintenance reserve account	2,688	-	-	2,688
A Renewal & replacement reserve account	2,000	-	-	2,000
A Equipment replacement reserve account	211	_	-	211
Centennial Bank - MMA	259,441	-	-	259,441
FineMark Bank - MMA	249,014	_	-	249,014
FineMark Bank - ICS	13,052,271	_	-	13,052,271
Iberia Bank - MMA	5,531	_	-	5,531
Undeposited funds	1,506	_	-	1,506
Due from general fund	-	_	57,114	57,114
Total assets	\$16,489,804	\$ -	\$ 847,758	\$ 17,337,562
LIABILITIES				
Liabilities:				
	\$ 1,268	\$ -	\$ -	\$ 1,268
Accounts payable Retainage payable	94,632	Ф -	φ -	э 1,200 94,632
Due to debt service	•	-	-	,
	57,114	-	-	57,114
Deposits payable/trash bonds	182,000	-	-	182,000
Cost recovery deposits Total liabilities	48,855			48,855
i otai liabilities	383,869			383,869
FUND BALANCES				
Assigned:				
3 months working capital	1,438,513	-	-	1,438,513
Disaster recovery	3,500,000	-	-	3,500,000
Truck replacement	142,000	-	-	142,000
Restricted for				
Debt service	-	-	847,758	847,758
Unassigned	11,025,422			11,025,422
Total fund balances	16,105,935		847,758	16,953,693
Total liabilities and fund balances	\$16,489,804	\$ -	\$ 847,758	\$ 17,337,562

SUNSHINE

WATER CONTROL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

GENERAL FUND

FOR THE PERIOD ENDED APRIL 30, 2022

	Current Month	Year to Date	Adopted Budget	% of Budget
REVENUES	4 470 040			0.00/
Assessments	\$ 172,019	\$ 3,348,935	\$ 3,480,348	96%
Interest and miscellaneous	996	2,924	9,000	32%
Permit review fees	700	3,150	4,900	64%
Cost recovery Total revenues	173,715	3,355,009	17,500 3,511,748	0% 96%
Total revenues	173,713	3,355,009	3,311,740	9070
EXPENDITURES				
Administrative				
Supervisors	150	900	1,800	50%
Supervisors reimbursement	-	-	7,500	0%
Management/accounting/recording	5,318	37,228	63,819	58%
DSF & CPF accounting	1,242	8,696	14,908	58%
Dissemination fee	83	583	1,000	58%
Arbitrage rebate calculation	-	-	750	0%
Trustee	-	-	5,000	0%
Audit	-	-	11,200	0%
Legal	10,515	42,505	95,000	45%
Human resource services	611	4,280	7,337	58%
Communication	-	- 4 175	7,500	0%
Dues/subscriptions	- 2.027	4,175	4,500	93%
Rent - operations facility	3,937	27,564	47,249	58%
Insurance	-	23,365	32,543	72%
Legal advertising	83	699 666	2,500	28% 44%
Office supplies and expenses	168		1,500	44% 46%
Postage POW clearing	100	546	1,200 500	46% 0%
Postage-ROW clearing	- 117	- 817	1,400	58%
Printing and binding Website	117	1,109	3,000	37%
ADA website compliance	-	1,109	210	0%
Contingencies	-	2,673	5,000	53%
Total administrative expenses	22,224	155,806	315,416	49%
Total administrative expenses	22,224	100,000	313,410	. 4370
Field operations				
Salaries and wages	31,817	220,617	438,375	50%
FICA taxes	2,432	16,984	33,536	51%
Special pay	-	1,435	2,000	72%
Bonus program	-	-	1,500	0%
401a retirement plan	3,179	22,042	43,838	50%
Health insurance	22,355	141,655	278,434	51%
Workers' compensation insurance	269	12,551	15,000	84%
Engineering	-	12,122	100,000	12%
Engineering - capital outlay ps1 & ps2	-	12,381	200,000	6%
Engineering - wofo phase 2b	-	76,801	219,900	35%
Engineering - sw 20 yrs reporting	-	3,024	-	N/A

SUNSHINE

WATER CONTROL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

FOR THE PERIOD ENDED APRIL 30, 2022

	Current	Year to	Adopted	% of
	Month	Date	Budget	Budget
Consulting engineer services	_	-	25,000	0%
Cost recovery	-	2,369	17,500	14%
Water quality testing	1,108	2,240	5,224	43%
Telephone	121	834	1,800	46%
Electric	-	19,906	85,000	23%
Insurance	-	54,411	46,949	116%
Repairs and maintenance				
Canal banks	588	7,218	50,000	14%
Canal dredging	-	-	50,000	0%
Culvert inspection & cleaning	-	-	100,000	0%
Dumpster service	731	3,384	13,000	26%
Truck & tractor	1,640	3,833	21,000	18%
Other	2,369	6,392	21,000	30%
Operating supplies				
Chemicals	-	27,131	90,000	30%
Fuel	2,234	5,746	20,000	29%
Fuel-pump station generator	-	-	35,000	0%
Triploid carp	-	-	19,755	0%
Uniforms	117	827	3,217	26%
Other	-	2,095	4,000	52%
Permit fees, licenses, schools	-	4,680	5,000	94%
Capital outlay - westchester	1,269	2,034	-	N/A
Capital outlay - pump station 1 & 2	72,092	72,092	1,500,000	5%
Capital outlay - wofc phase 2B	-	946,319	1,840,000	51%
Field equipment	-	-	35,000	0%
Pump station telemetry	515	2,079	40,000	5%
Contingencies	56	194	5,000	4%
Total field operations	142,892	1,683,396	5,366,028	31%
Other fees and charges				
Tax collector	1,720	33,489	36,254	92%
Property appraiser	1,720	33,489	36,254	92%
Property tax bills - fire & EMS assessment		38	100	38%
Total other fees & charges	3,440	67,016	72,608	92%
Total expenditures	168,556	1,906,218	5,754,052	33%

SUNSHINE WATER CONTROL DISTRICT STATEMENT OF REVENUES, EXPENDITURES,

AND CHANGES IN FUND BALANCES GENERAL FUND

FOR THE PERIOD ENDED APRIL 30, 2022

	Current	Year to	Adopted	% of
	Month	Date	Budget	Budget
Excess/(deficiency) of revenues				
over/(under) expenditures	5,159	1,448,791	(2,242,304)	
OTHER FINANCING SOURCES/(USES)				
Transfers in - from DSF Series 2018	-	48,941	-	N/A
Transfers in - from DSF Series 2021	-	-	300,000	0%
Transfer out - to DSF Series 2021	-	-	(107,946)	0%
Total other financing sources/(uses)		48,941	192,054	25%
Net increase/(decrease) of fund balance	5,159	1,497,732	(2,050,250)	•
Fund balance - beginning	16,100,776	14,608,203	14,022,163	
Fund balance - ending				
Assigned:				
3 months working capital	1,438,513	1,438,513	1,438,513	
Disaster recovery	3,500,000	3,500,000	3,500,000	
Truck replacement	142,000	142,000	142,000	
Unassigned	11,025,422	11,025,422	6,891,400	
Total fund balance - ending	\$ 16,105,935	\$ 16,105,935	\$11,971,913	•
•				I

SUNSHINE WATER CONTROL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2018 FOR THE PERIOD ENDED APRIL 30, 2022

	Current Month		Year To Date	
REVENUES Interest	\$	_	\$	6
Total revenues		_		6
EXPENDITURES Debt service				_
Total debt service		_		
Excess/(deficiency) of revenues over/(under) expenditures		-		6
OTHER FINANCING SOURCES/(USES) Transfers (out) Total other financing sources/(uses)		<u>-</u>		(156,887) (156,887)
Net increase/(decrease) in fund balance Fund balances - beginning Fund balances - ending	\$	- 	\$	(156,881) 156,881 -

SUNSHINE WATER CONTROL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2021 FOR THE PERIOD ENDED APRIL 30, 2022

Current Month			Year To Date		Adopted Budget	% of Budget	
REVENUES Assessment levy: on-roll	\$	41,935	\$	816,406	\$	848,359	96%
Interest	Ψ	- 1,900	Ψ	1	Ψ	-	N/A
Total revenues		41,935		816,407		848,359	96%
EXPENDITURES							
Debt service							
Principal		-		-		135,000	0%
Interest				107,946		291,251	37%
Total debt service		<u>-</u>		107,946		426,251	25%
Other fees and charges							
Tax collector		839		16,327		8,837	185%
Property appraiser		-		-		8,837	0%
Cost of issuance		-		3,000			N/A
Total other fees and charges		839		19,327		17,674	109%
Total expenditures		839		127,273		443,925	29%
Excess/(deficiency) of revenues							
over/(under) expenditures		41,096		689,134		404,434	
OTHER FINANCING SOURCES/(USES)							
Transfers in		_		107,946		107,946	100%
Transfers (out)		-		, -		(300,000)	0%
Total other financing sources/(uses)				107,946		(192,054)	-56%
Net increase/(decrease) in fund balance		41,096		797,080		212,380	
Fund balances - beginning		806,662		50,678		, -	
Fund balances - ending	\$	847,758	\$	847,758	\$	212,380	

SUNSHINE

Water Control District Special Assessment Revenue Improvement Bonds, Series 2018 \$11,685,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021		-	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
Total	\$11,685,000.00	-	\$5,375,290.00	\$17,060,290.00

SUNSHINE WATER CONTROL DISTRICT

DRAFT

1 2 3	MINUTES OF MEETING SUNSHINE WATER CONTROL DISTRICT			
4	The Board of Supervisors of the Sunshine Water Control District held a Regular Meeting			
5	on May 11, 2022 at 6:30 p.m., at the La Quinta Inn Coral Springs, 3701 N. University Drive, Coral			
6	Springs, Florida 33065.			
7				
8 9	Present were:			
10	Joe Morera	President		
11	Ivan Ortiz	Vice President		
12				
13	Also present were:			
14 15	Cindy Carbana	District Manager		
16	Cindy Cerbone Jaimie Sanchez	District Manager Wrathell, Hunt and Associates, LLC		
10 17	Al Malefatto	District Counsel		
18	Chris Lyon	Lewis, Longman & Walker, P.A.		
19	Orlando Rubio	District Engineer		
20	Cory Selchan	Field Superintendent		
21	John McKune	Engineering Consultant		
22	Mark Sirchio	Rio-Bak Corporation (Rio-Bak)		
23	Brad Larsen	NFP		
24	5.44 24.56.11	••••		
25				
26	FIRST ORDER OF BUSINESS	Call to Order		
27				
28	Mr. Morera called the meeting to	order at 6:30 p.m.		
29				
	CECOND ODDED OF BUILDINGS	Dell Cell		
30	SECOND ORDER OF BUSINESS	Roll Call		
31 32	Supervisors Morera and Ortiz were present, in person. One seat was vacant.			
33	Supervisors Morera and Ortiz Wei	e present, in person. One seat was vacant.		
33				
34	THIRD ORDER OF BUSINESS	Pledge of Allegiance		
35				
36	All present recited the Pledge of Allegiance.			
37				
38 39	FOURTH ORDER OF BUSINESS	Public Comments [3-Minute Time Limit] (Comments should be made from the		

40 41 42			microphone to ensure recording. Please state your name prior to speaking)	
43	No n	nembers of the public spoke.		
44				
45 46 47 48 49 50	FIFTH ORDE	R OF BUSINESS	Consideration of Resolution 2022-05, Declaring a Vacancy on the Board of Supervisors; Consider Appointment to Fill Unexpired Term of Seat 3 (Term Expires at Next Landowners' Meeting, March 2023); and Providing an Effective Date	
52	Ms.	Cerbone presented Resolution 2022	-05. This Resolution declares the vacancy and	
53	appoints so	appoints someone to fill the vacant seat.		
54	Mr. I	Mr. Morera nominated Mr. Ed Khouri to fill the vacant seat.		
55	No o	ther nominations were made.		
56				
57 58 59 60	арро	-	vacant seat, Term Expires March 2023,	
61 62	Ms.	Cerbone stated she contacted Mr. I	Khouri and he would attend the next meeting,	
63	wherein he	would be sworn in.		
64	A. Adm	Administration of Oath of Office to Newly Appointed Supervisor (the following to be		
65	prov	provided in a separate package)		
66	l.	Guide to Sunshine Amendment	and Code of Ethics for Public Officers and	
67	Emp	Employees		
68	II.	Membership, Obligations and Re	sponsibilities	
69	III.	Financial Disclosure Forms		
70		a. Form 1: Statement of Fina	incial Interests	
71		b. Form 1X: Amendment to	Form 1, Statement of Financial Interests	
72		c. Form 1F: Final Statement	of Financial Interests	
73	IV.	Form 8B – Memorandum of Voti	ng Conflict	

This item was deferred.
 SIXTH ORDER OF BUSINESS
 Consideration of Resolution 2022-06,
 Designating Certain Officers of the District,
 and Providing for an Effective Date

This item was deferred to the next meeting.

SEVENTH ORDER OF BUSINESS Update: PS1, PS2 and WOFC Phase 2B Project

- Mr. Rubio gave the following update:
- The project is almost complete. The contractor is sodding the canal banks and should be done by Friday.
 - There was an issue at the intake a few weeks ago. A bar was being installed and the pump was pulled out horizontally instead of vertically and hit a bar. A few adjustments had to be made to the beams and pumps, which involved some dissembling and re-assembling.
- Parameter Picture Pict
 - > Because of the necessary disabling and re-assembling, Rio-Bak submitted a change order to the subcontractor.

In response to Mr. Morera's question, Mr. Selchan stated that the retrofits were extended for a much larger motor in order to keep the water level down because the District is down two pumps. There are no issues; operations are continuing with the old motors and he was assured that the two motors that are gone would be back before or upon the start of hurricane season.

In response to Ms. Cerbone's question regarding his update, Mr. Rubio stated the Rio-Bak project is fine, the Current Connections Inc. (CCI) electrical work is delayed until after November because of product delivery issues. Mr. Selchan stated Staff has learned how to manage the situation and would await the dry season to complete the electrical upgrades. Mr. Morera thanked Mr. Sirchio for Rio-Bak's quick response and collaboration with the District Engineer to maintain the project and to keeping it moving forward.

Mr. Sirchio left the meeting.

EIGHTH ORDER OF BUSINESS

Presentation: NFP Pension Plan Review

Ms. Cerbone recalled previous discussions about the existing pension plan and the Board's request for additional information regarding different options to consider. A few firms that provide fiduciary consulting services were contacted and, from that effort, Mr. Brad Larsen, of NFP, was invited to give a presentation.

Referencing a Retirement Plan Consulting document, Mr. Larsen reviewed NFP's Retirement Plan Consulting Services, background, clientele list and qualities that make NFP different from similar firms, such as proactive problem solving, providing new ideas and its unique services. Mr. Larsen discussed investment options, automatic enrollment, plan design, Employee Retirement Income Security Act (ERISA) best-practices, fiduciary governance, 404C regulations and compliance, educating pension plan participants, bonds and insurance, conflicts of interest, prohibited transactions and plan costs. Mr. Larsen stated that, if NFP is engaged to be the District's fiduciary, the District's plan costs would be reduced.

Mr. Larsen responded to questions regarding the net difference between NFP's costs versus the current retirement plan, how the increasing interest rates would impact the rate of return on investment, automatic contribution, fiduciary responsibility, NFP's educational services and the total plan costs.

Discussion ensued regarding Mission Square's asset allocation, switching to NFP, a target-dated fund, investment options, basis points, cost savings, annuities and employee benefits.

Mr. Larsen voiced his opinion that the plan will more than pay for itself but it will take a renovation of the existing plan, which will help NFP design the best plan for District employees. Ms. Cerbone stated perhaps the goal is that, in the next three to five years, the District bears the expense of a consultant directly, builds up the plan value and then transitions to having the plan cover part of the third-party consultant.

134		Mr. Morera asked about the timeline for tr	ransitioning to NFP. Mr. Larsen replied 60 to
135	90 days. District Counsel suggested that Mr. Larsen draft paperwork and transmit it District		
136	Staff for consideration at the next meeting.		
137	Mr. Larsen left the meeting.		
138	•	Acceptance of Unaudited Financial Stateme	ents as of March 31, 2022
139		This item, previously the Tenth Order of Bu	siness, was presented out of order.
140		Ms. Sanchez presented the Unaudited Finan	cial Statements as of March 31, 2022.
141			
142 143		On MOTION by Mr. Ortiz and seconded b Unaudited Financial Statements as of Marc	•
144 145			
146	 Approval of April 13, 2022 Regular Meeting Minutes 		
147		This item, previously the Eleventh Order of	Business, was presented out of order.
148		Ms. Sanchez presented the April 13, 2022	Regular Meeting Minutes. She stated Staff
149	received edits from District Counsel and the District Engineer, which have yet to be		
150	incorporated.		
151		District Counsel edits:	
152	Line 189: change "denied" to "recommended denial of"		
153	Line 222: Insert "but it was decided that would not be necessary" after "remediation"		
154	District Engineer edit:		
155	Line 212: Change "Worth" to "Werth"		
156	The following additional change was made:		
157	Line 178: Chang "an" to "a Lynn Johnson"		
158			
159 160 161	On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, the April 13, 2022 Regular Meeting Minutes, as amended and incorporating edits previously submitted to Management, were approved.		
162 163 164 165 166	NINTH	I ORDER OF BUSINESS	Consideration of Resolution 2022-07, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public

467		Harada e Marana e Barana e de Maria e de Maria			
167 168		Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and			
169		Publication Requirements; Addressing			
170		Severability; and Providing an Effective			
171		Date			
172					
173	Ms. Cerbone presented Resolution	2022-07 and read the title. She reviewed the			
174	proposed Fiscal Year 2023 budget, highlighting any line item increases, decreases and				
175	adjustments, compared to the Fiscal Year 2022 budget, and explained the reasons for any				
176	adjustments. Ms. Cerbone stated that there would be an increase in assessments.				
177	Mr. Rubio elaborated on the status	s of the Engineering projects listed under the			
178	"Engineering - capital outlay" line item.				
179	Ms. Cerbone noted the following chan	ges that would be made:			
180	Under "Professional & administration": Insert \$10,000 "Fiduciary Consultant" line item				
181	Under "Professional & administration"	: Insert \$25,000 "Supervisor Healthcare" line item			
182	Fund balance would be adjusted to rer	nain at a 3% increase.			
183					
184	On MOTION by Mr. Ortiz and seco	nded by Mr. Morera, with all in favor,			
185		osed Budget for Fiscal Year 2022/2023, as			
186	_	ing Thereon Pursuant to Florida Law for			
187		the La Quinta Inn Coral Springs, 3701 N.			
188		la 33065; Addressing Transmittal, Posting			
189	and Publication Requirements; Addre	ssing Severability, was adopted.			
190 191					
192	TENTH ORDER OF BUSINESS	Acceptance of Unaudited Financial			
193	TERMI ONDER OF DOSINESS	Statements as of February 28, 2022			
194		, , , , , , , , , , , , , , , , , , ,			
195	This item was presented following the	Eighth Order of Business.			
196					
197	ELEVENTH ORDER OF BUSINESS	Approval of April 13, 2022 Regular Meeting			
198		Minutes			
199 200	This item was presented following the	Fighth Order of Rusiness			
201					
202					

TWELFTH ORDER OF BUSINESS

Supervisors' Communications

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Mr. Morera stated he was glad that a new Board Member was appointed who would provide a new perspective. He stated that, overall, the WOFC Phase 2B Project is progressing smoothly. He thanked the Engineering team including Mr. Rubio, Mr. Selchan and Rio-Bak for their hard work and dedication.

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THIRTEENTH ORDER OF BUSINESS

Staff Reports

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

Mr. Malefatto stated that, during the recent Legislative Special Session, Senate Bill 4C was passed. As a result of this, effective June 1, 2023, the SWCD will be dissolved. Fortunately, there is a provision in the Bill that allows the District to be re-established on or after June 1, 2023.

Mr. Lyon gave the backstory of the Florida Governor's issue surrounding the Reedy Creek Improvement District (RCID) and stated the current Bill specifies that any District established prior to 1968 that has not been re-established, will be dissolved, effective June 1, 2023. Six Districts are in this category and the Sunshine Water Control District (SWCD) and the Reedy Creek Improvement District are among them. While the legislation was not aimed at the SWCD, it was passed at the State level because it could not be done as a local bill, which is how five other Districts became involved, in addition to the RCID. Mr. Lyon voiced his opinion that the Legislature will re-establish the RCID because Disney is too important to the State.

- Mr. Lyon outlined the following steps the SWCD must take to get re-established:
- Pass a local bill through the Broward County Delegation to be re-established.
- 227 Advertisements must be placed in the local newspapers before it can be filed in Tallahassee.
- 229 Conce filed, it goes through the normal committee process in the Legislature.
- 230 > Staff would attend Delegation meetings.
 - Mr. Lyon stated that his firm has been lobbying, preparing local bills and representing Special Districts in the Legislature for over 20 years and he already conferred with the House Staff in charge of the matter, and they are anticipating the local Bill. He recently met with

Representative Daley, who is committed to helping the SWCD; however, there are obstacles and the legislative process is fraught with danger.

Mr. Lyon responded to questions regarding the referendum, coordinating with the other affected Districts, the SWCD's charter, timeline for re-establishment, getting help from politicians, Disney and the RCID, the Delegation that would consider the re-establishment request, legislative contacts and next steps. The consensus was to engage Lewis, Longman & Walker, P.A., to re-establish the District.

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240

On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, entering into an Agreement with Lewis, Longman & Walker, P.A., for

representation to re-establish the Sunshine Water Control District, on or about June 1, 2023, in a no- to-exceed amount of \$77,000, authorizing the Chair to execute an Engagement Letter, subject to ratification at the next meeting, was

247 approved.

248249

250

- B. District Engineer: Craig A. Smith & Associates
- Presentation: Monthly Engineer's Report
- 252 This item was presented during the Seventh Order of Business,
- 253 C. District Engineering Consultant: John McKune
- There was no report.
- 255 D. District Field Supervisor: Cory Selchan
- 256 Mr. Selchan reported the following:
- 257 Water levels were low.
- 258 Pumping was performed to maintain the low water level.
- 259 The current canal project is going very smoothly; there were a few setbacks but the
- team came together to overcome them very quickly.
- The contractor stripped away a few plants in the right-of-way (ROW) to install fencing to
- keep individuals out of the project area, which resulting in resident complaints. Staff worked
- with the homeowners and everything was rectified.
- 264 Sodding should be completed by Friday.

265		• Consideration of Estimates for Removal of Dead Palm Tree from District's Canal
266		Bank – 3801 Lancewood Drive
267		I. NTTI Acquisition, LLC, Estimate 1019
268		II. Just Call James, Inc., Estimate 1115
269		Mr. Selchan presented the proposals to remove a dead palm tree in the District's ROW.
270	The re	ecommendation was to engage NTTI, as the \$300 estimate is the most affordable.
271		
272 273		On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, NTTI Acquisition, LLC, Estimate 1019, in the amount of \$300, was approved.
274 275		
276	E.	District Manager: Wrathell, Hunt & Associates, LLC
277		• NEXT MEETING DATE: June 8, 2022 at 6:30 P.M.
278		O QUORUM CHECK
279		The next meeting would be held on June 8, 2022.
280		
281 282	FOUR	TEENTH ORDER OF BUSINESS Adjournment
283		There being no further business to discuss, the meeting adjourned.
284		
285 286 287		On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, the meeting adjourned at 9:02 p.m.
288		
289 290		
291		
292		[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

293			
294			
295			
296			
297			
298	Secretary/Assistant Secretary	President/Vice President	

DRAFT

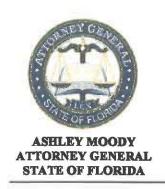
May 11, 2022

SUNSHINE WATER CONTROL DISTRICT

SUNSHINE WATER CONTROL DISTRICT

144

OFFICE OF THE ATTORNEY GENERAL Opinions Division



PL-01 The Capitol Tallahassee, FL 32399-1050 Phone (850) 245-0140 Fax (850) 487-2564 http://www.myfloridalegal.com

May 9, 2022

Terry E. Lewis
Kathryn B. Rossmell
Lewis Longman & Walker, P.A.
Counsel for Coral Springs Improvement District
360 South Rosemary Ave., Suite1100
West Palm Beach, F1 33401

On behalf of the Coral Springs Improvement District ("District"), you have requested an Attorney General opinion addressing the following questions:

- 1) May the City of Coral Springs require the District to obtain a tree removal permit and pay for tree mitigation when the District removes trees obstructing the District's rights-of-way as part of a canal maintenance program?
- 2) Without an express statutory authorization or authorization by special act, is the District prohibited from spending district revenue for tree removal mitigation pursuant to the Coral Springs tree removal ordinance?
- 3) Pursuant to Section 163.045, Florida Statutes, as amended by CS/SB 518, may the Coral Springs Improvement District remove trees and other vegetation from its water management rights-of-way that are zoned residential by the City of Coral Springs without City approval or mitigation if a residential property owner consents to tree removal and a certified arborist or landscape architect documents that the trees present a danger to persons or property?

After reviewing the information submitted, it does not appear that this is a matter upon which this office will formally comment. Your inquiry integrally relates to enforceability of the tree protection ordinance adopted by the City of Coral Springs. This office will not comment on matters involving a dispute between governmental entities unless all entities involved join in the opinion request. The City of Coral Springs has been contacted and it has declined to join in your request for an opinion.

Under these circumstances, I regret that this office cannot be of more assistance to you in this matter. I trust you will understand that our action in not commenting further results from the considerations I have described.

Sincerely,

Teresa L. Mussetto

Senior Assistant Attorney General

Mundle

TLM/tcc

SUNSHINE WATER CONTROL DISTRICT



June 1, 2022

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 8, 2022 Board Meeting) May 4, 2022 – June 1, 2022 CAS PROJECT NO. 15-1826

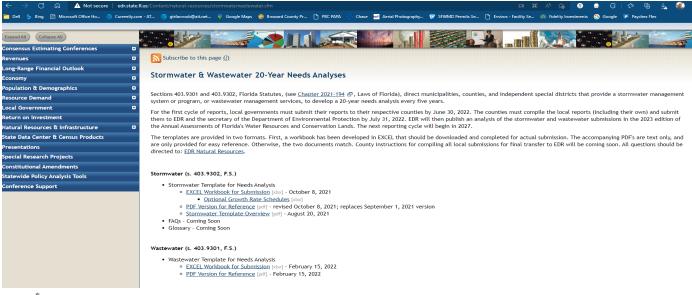
Dear Board of Supervisors:

Craig A. Smith & Associates, Inc. (CAS) is pleased to provide you with the MER summarizing activity performed by our team 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 8, 2022 BOS meeting.

Stormwater Needs Analysis

Pursuant to Section 5 of Section 403.9302, F.S., the Legislature recognized the need for a long-term planning process for stormwater and wastewater which requires a 20-year needs analysis from the local governments providing these services. SWCD is an agency that provides stormwater services. The provided document for local governments to complete is forward-looking and as such, recognizes that future actions are assumed projections which are subject to change.

Briefly, the needs analysis required information about SWCD's function as they pertain to water quantity (flood control) and water quality, existing infrastructure (pumps, canals, pipes, etc.), operation and maintenance budgets and their projections (assumed), future infrastructure projects and their projections (assumed), and funding sources. The document will be updated upon receiving feedback from the state as necessary.











Board of Supervisors

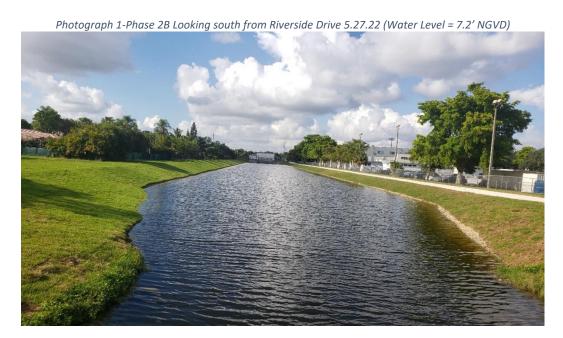
RE: SUNSHINE WATER CONTROL DISTRICT - MONTHLY ENGINEER'S REPORT (MER)

June 8, 2022 Board Meeting

Page | 2

West Outfall Canal Phase 2B Improvements

The project is substantially completed. On May 27, 2022, team members performed a final walk-through and found no issues that require action from the contractor. Items pending for review are the record drawings for final quantities reconciliation and pay application. It is the intent to keep the contract open for issuance of a change order to perform similar work at Pump Station No. 1; concrete intake bay modification, channel modification, and installation of vortex suppression devices. Coordination with team members on this future work is on-going.





Board of Supervisors

RE: SUNSHINE WATER CONTROL DISTRICT - MONTHLY ENGINEER'S REPORT (MER) June 8, 2022 Board Meeting

Page | 3

Construction photographs can be viewed at the following link for a limited time.

https://smartinfrastructure-my.sharepoint.com/:fr/g/personal/orubio_craigasmith_com/EhXNCgn7D0lHh5uXrAZ4DXQB-yUO3ah2bGNrtxGWFA-PRQ?e=RCaUlh

Electrical Repairs at Pump Station Nos. 1 and 2

No updates to report at this time.

Right-of-Way Permits

Four applications were submitted by Florida, Power & Light Co. and are recommended for approval.

- Directional bore of 2 6" HDPE conduits located south of the intersection of Wiles Road and NW 120th Ave crossing under a 70' wide SWCD canal known as Canal "RR".
- Directional bore of 2 6" HPDE conduit located south of West Sample Rd. crossing under a 70' wide SWCD canal known as Canal "MM".
- Directional bore of 2 6" HPDE conduits located at 12001 NW 35th Ave, crossing under a 70' wide SWCD canal known as Canal "NN".
- Directional bore of 2 6" HPDE conduits located at 4100 NW 120th Ave, crossing under a 50' SWCD canal ROW known as Canal "18-1".

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.

Sincerely,

CRAIG A. SMITH & ASSOCIATES

Orlando A. Rubio, PE

VP of Stormwater Engineering

Enclosures: Stormwater Needs Analysis, ROW Permits (4)

cc: SWCD - Cory Selchan, John McKune, PE (via e-mail)

WHA - Jamie Sanchez, Cindy Cerbone, Debbie Tudor, Daphne Gillyard, Gianna Denofrio, Caryn Kupiec (via e-mail)

CAS - Steve C. Smith, PE, (via e-mail)

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: https://www.flsenate.gov/Laws/Statutes/2021/403.031). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (i.e., dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0. The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:
Background Information
Part 1
Part 2
Part 3
Part 4
Part 5
Part 6
Part 7
Part 8
Additional Projects - This table contains additional rows for projects that do not fit into the main tables in
Parts 5 and 6

ackground Informati	on	
Please provide y	our contact and location inform	nation, then proceed to the template on the next sheet.
Name of Local G	overnment:	Sunshine Water Control District
Name of stormy	ater utility, if applicable:	
Contact Person		
Name:		Jamie Sanchez
Position	/Title:	District Manager
Email A	ddress:	sanchezj@whhassociates.com
Phone N	lumber:	561.571.0010
Indicate the Wa	ter Management District(s) in w	hich your service area is located.
	Northwest Florida Water Mar	nagement District (NWFWMD)
	Suwannee River Water Mana	gement District (SRWMD)
	St. Johns River Water Manage	ement District (SJRWMD)
	Southwest Florida Water Mar	nagement District (SWFWMD)
7	South Florida Water Manager	ment District (SFWMD)
Indicate the type	e of local government:	
	Municipality	
	County	
J	Independent Special District	

Page 3

operati	on and n	naintena	nce, and	control	of storm	ed in the Introduction, includes those activities associated with the management, nwater and stormwater management systems, including activities required by state on is divided into multiple subparts consisting of narrative and data fields.
1.1 Narra	ative De	scription	:			
any misother in The Sur protect utilizes services	sion star oformationshine with ion. The a combi	tement, on that be ater conformation of	divisions lest desc trol distr s charge f its own	or depai ribes you ict (SWC d with pi field em	rtments ur appro D) has 5 rovision ployees	institutional strategy for managing stormwater in your jurisdiction. Please include dedicated solely or partly to managing stormwater, dedicated funding sources, and pach to stormwater: 5,422 acres of canals and right-of-way property providing draiange and flood of infrastructure and services fo the purpose of surface water control. SWCD along with contracted third party vendors to provide stormwater maangement asse indicate the importance of each of the following goals for your program:
	Ш		Ш		/	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
			7			Water quality improvement (TMDL Process/BMAPs/other)
					4	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
					J	Other: Water quality treatmment is primarily provided w/the limits of private and municipal projects

Part 1.2 Current Stormwater Program Activities: Please provide answers to the following questions regarding your stormwater management program. Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit? No If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program: • Does your jurisdiction have a dedicated stormwater utility? No If no, do you have another funding mechanism? Yes If yes, please describe your funding mechanism. Funding is through non-advolerum assessments. Yes • Does your jurisdiction have a Stormwater Master Plan or Plans? If Yes: How many years does the plan(s) cover? 5-yr Cycles Are there any unique features or limitations that are necessary to understand what the plan does or does not address? SWCD mainains a Water Control Plan an is updated every 5 yrs per FS Chapter 298 Please provide a link to the most recently adopted version of the document (if it is published online): • Does your jurisdiction have an asset management (AM) system for stormwater infrastructure? No If Yes, does it include 100% of your facilities? If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

Page 5

Does v	and the fall of the second of	
= 1	our stormwater management program implement the following (answer Yes/No):	
	A construction sediment and erosion control program for new construction (plans review	
	and/or inspection)?	No
	An illicit discharge inspection and elimination program?	No
	A public education program?	No
	A program to involve the public regarding stormwater issues?	No
	A "housekeeping" program for managing stormwater associated with vehicle maintenance	
	yards, chemical storage, fertilizer management, etc. ?	Yes
	A stormwater ordinance compliance program (i.e., for low phosphorus fertilizer)?	No
	Water quality or stream gage monitoring?	No
	A geospatial data or other mapping system to locate stormwater infrastructure (GIS,etc.)?	Yes
	A system for managing stormwater complaints?	Yes
	Other specific activities?	
	The SWCD website provides links to inform the public on capital projects and about t	he importance of
	The SWCD website provides links to inform the public on capital projects and about t canal maintenance. Flooding complaints are received by the Manager's office and ar Staff and District Engineer to address.	•
.3 Current Stor	canal maintenance. Flooding complaints are received by the Manager's office and ar	•
Please provide	canal maintenance. Flooding complaints are received by the Manager's office and ar Staff and District Engineer to address.	e directed to SWCD
Please provide stormwater ma	canal maintenance. Flooding complaints are received by the Manager's office and ar Staff and District Engineer to address. mwater Program Operation and Maintenance Activities answers to the following questions regarding the operation and maintenance activities undertains.	aken by your
Please provide stormwater ma	canal maintenance. Flooding complaints are received by the Manager's office and are Staff and District Engineer to address. mwater Program Operation and Maintenance Activities answers to the following questions regarding the operation and maintenance activities undertainagement program. our jurisdiction typically assume maintenance responsibility for stormwater systems associated.	aken by your
Please provide stormwater ma	canal maintenance. Flooding complaints are received by the Manager's office and are Staff and District Engineer to address. mwater Program Operation and Maintenance Activities answers to the following questions regarding the operation and maintenance activities undertainagement program.	aken by your

• Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	Yes
Sediment removal from the stormwater system (vactor trucks, other)?	No
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	Yes
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	Yes
Non-structural programs like public outreach and education?	No
Other specific routine activities?	

SWCD does not perform sediment removal of stormwater systems as it does not own tertiary drainage systems; just canals and canal crossing-culverts. It does require canal demucking/desilting from proposed developments adjacent to canal rights-of-way as part of the ROW permit approval process.

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of
	Number	Measurement
Estimated feet or miles of buried culvert:	20,943.00	Feet
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the		
stormwater program:	22.00	Miles
Estimated number of storage or treatment basins (i.e., wet or dry ponds):	n/a	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle		
boxes, hydrodynamic separators, etc. :	n/a	
Number of chemical treatment systems (e.g., alum or polymer injection):	n/a	
Number of stormwater pump stations:	2	
Number of dynamic water level control structures (e.g., operable gates and weirs that control canal		
water levels):		
Number of stormwater treatment wetland systems:]
Other:		_
]
]
Notes or Comments on any of the above:		_

Tree boxes No No No Rain gardens No No No Rain gardens No No No Rain gardens No No No No Reer roofs No No No No No Littoral zone plantings No No No No Living shorelines No No No No Other Best Management Practices: Compared to the compa			Best Management Practice	Current	Planned		
ease indicate which resources or documents you used when answering these questions (check all that apply). Asset management system GIS program MS4 permit application Aerial photos Pervious pavement/pavers No No No No No No No Other Best Management Practices: Asset management system GIS program MS4 permit application Aerial photos Past or ongoing budget investments				No	No		
Pervious pavement/pavers No No No Littoral zone plantings No No No Living shorelines No No No Other Best Management Practices:			Rain gardens	No	No		
Littoral zone plantings No No No Living shorelines No No No Other Best Management Practices:			Green roofs	No	No		
Living shorelines No No Other Best Management Practices:			Pervious pavement/pavers	No	No		
Other Best Management Practices:			Littoral zone plantings	No	No		
ease indicate which resources or documents you used when answering these questions (check all that apply). Asset management system GIS program MS4 permit application Aerial photos Past or ongoing budget investments			Living shorelines	No	No		
 ☐ Asset management system ☐ GIS program ☐ MS4 permit application ☑ Aerial photos ☐ Past or ongoing budget investments 		Othe	r Best Management Practices:				
 □ Asset management system □ GIS program □ MS4 permit application ☑ Aerial photos □ Past or ongoing budget investments 							
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GIS program MS4 permit application Aerial photos Past or ongoing budget investments	se indicate	which resources or documents	you used when answering these questions	(check all that apply	/).		
GIS program MS4 permit application Aerial photos Past or ongoing budget investments							
 MS4 permit application ✓ Aerial photos Past or ongoing budget investments 		Asset management system					
Aerial photos Past or ongoing budget investments	J	GIS program					
Past or ongoing budget investments		MS4 permit application					
-	~	Aerial photos					
☐ Water quality projects		Past or ongoing budget invest	ments				
		Water quality projects					
Other(s):		Other(s):					
		G tille! (G)!					

depe	endent Special Districts:
	If an independent special district's boundaries are completely aligned with a county or a municipality, identify that
	jurisdiction here:
	Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS
	shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on
	that map. Submission of this shapefile also serves to complete Part 4.0 of this template.
	e current and projected service area for the stormwater management program or stormwater management system (Section
Rathei	r than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the
Rathei	
Rathei	r than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

- 1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
- 2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

- 1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
- 2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
- 3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
- 4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42
Operation and Maintenance Costs	2,066,760	\$ 2,338,400.00	\$ 2,645,700.00	\$ 2,993,400.00	3,386,800
Brief description of growth greater than 15% ov	er any 5-year per	riod:			

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

- 5.2.1_{Flood Detection IC ammitted Funding Course}: Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.
- 5.2.2 Hease provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.
 - If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1-Land Brown with the Expenditures (in \$thousands)

EIAAA DIATACTIAN					
Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Froject Name		2026-27	2031-32	2036-37	2041-42
Pile Integrity Testing	54	55	57	58	60
West Outfall Canal Improvements - Phase 4		6,012	6,162	6,316	6,474
West Outfall Canal Improvements - Phase 3		3,385	3,470	3,556	3,645
West Outfall Canal Improvements - Phase 2B	153	2,023	2,074	2,125	2,179
Coral Springs Dr Bridge	66	1,797	1,842	1,888	1,890

5.2.2 Expenditures (in Sthousands)

5'Water Quality	Experiences (in periodounds)									
Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to					
Number or ProjID)	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42					
n/a										
n/a										
n/a										
n/a										
n/a										

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
	Li i 2021-2022	2026-27	2031-32	2036-37	2041-42

5.3.2 Water Quality Expenditures (in \$thousands)

		,			
Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Number or ProjID)	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42
n/a					

	Stormwater Master Plan						
	Basin Studies or Engineering Repor	ts					
	Adopted BMAP						
	Adopted Total Maximum Daily Load	d					
	Regional or Basin-specific Water Qu	uality Improvement I	Plan or Restoration	on Plan			
	Specif	y:					
V	Other(s):	Water Control Pla	ın				
Please list any storn events, or other adv 5.1). If your jurisdict	nwater infrastructure relocation or noverse effects of climate change. Whe tion participates in a Local Mitigation ole, costs identified on an LMS project.	nodification projects n aggregating, includ Strategy (LMS), also	and new capital de O&M costs for	these future resilie	ency projects and in	vestments in this t	able (not in p
Resilienc	y Projects with a Committed Fundin	g Source	Expe	enditures (in \$thous	sands)		
Project N	•	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to	
			2026-27	2031-32	2036-37	2041-42	
Resilienc	y Projects with No Identified Fundir	ng Source	Expe	enditures (in \$thou	sands)		
Resilienc Project N	•	lg Source LFY 2021-2022	Expe 2022-23 to 2026-27	enditures (in \$thou: 2027-28 to 2031-32	sands) 2032-33 to 2036-37	2037-38 to 2041-42	
Project N	•	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to		No
Project N	ame	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to		No
Project N	ame nerability assessment been complete	LFY 2021-2022 d for your jurisdiction assessed?	2022-23 to 2026-27 on's storm water	2027-28 to 2031-32	2032-33 to		No No

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in Sthousands)

Experiation Co (in periodounds)										
Drainet Name	LEV 2024 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to					
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42					
Pump Station No. 1					2,500					
Pump Station No. 2					3,500					
NW 24th St & Royal Palm Blvd Culvert Replacen	30	551								
Royal Lands (Former Pump Station 3 Site) Sluice		75								
NW 123rd Avenue Control Structure Modicatio	38	141								

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Toject Name	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

Octivi							
	Total	F	unding Sources fo				
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	1,475,180	1,475,180					
2017-18	1,528,652	1,528,652					
2018-19	1,711,848	1,711,848					
2019-20	1,677,937	1,677,937					
2020-21	1,420,834	1,420,834					

Expansion

			_					
	Total	F	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		Contributions to Reserve Account	
2016-17								
2017-18								
2018-19								
2019-20								
2020-21								

Resiliency

.,			_					
	Total	F	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		Contributions to Reserve Account	Balance of Reserve Account
2016-17		Tear Hevellage		11000110	rianny bay rania	П		
2017-18								
2018-19								
2019-20								
2020-21								

Replacement of Aging Infrastructure

0. 7.6.	ing initiatin declare						
	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	1,720,000	1,720,000					
2017-18	1,670,000	1,670,000					
2018-19	2,370,000	2,370,000					
2019-20	975,000	975,000					
2020-21	359,069	359,069					

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, i.e., EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Committed Funding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	2,338,400	2,645,700	2,993,400	3,386,800
Expansion	13,758	13,605	13,943	14,248
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	1,200	0	0	6,000
Total Committed Revenues (=Total Committed Projects)	2,353,358	2,659,305	3,007,343	3,407,048

No Identified Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
No identified Fullding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Strategies for New Funding Sources	2026-27	2031-32	2036-37	2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates.

Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.

Link to aggregated table to crosscheck category totals and uncategorized projects.

	Project & Type Information			Expenditures (in \$thousands)						
Project Type	Funding Source Type	Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to			
(Choose from dropdown list)	(Choose from dropdown list)			2026-27	2031-32	2036-37	2041-42			
Expansion Projects, Flood Protection	Committed Funding Source	West Outfall Canal PH2B Improvements	3,023							
Expansion Projects, Flood Protection	Committed Funding Source	Canals DD, EE, RR Modifications (Corporate Park)		485						
, ,	, , ,	·								
End of Useful Life Replacement Projects	Committed Funding Source	District wide Encroachments Removal (TBD) e.g., Canal A Districtwide Culvert Inventory On-going Update		215						
End of Useful Life Replacement Projects	Committed Funding Source	- Survey & Engineering - Maximum 2 Replacements per year.		218						
			ļ	ļ			L			

Project & Type Information				Expenditures (in \$thousands)					
Project Type	Funding Source Type	Project Name	LEV 2021 2022	2022-23 to	2027-28 to	27-28 to 2032-33 to			
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42		

Project & Type Information				Expenditures (in \$thousands)					
Project Type	Funding Source Type	Project Name	LEV 2021 2022	2022-23 to	2027-28 to	27-28 to 2032-33 to			
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42		

	Expenditures (in \$thousands)						
Project Type	Project & Type Information Funding Source Type	D : (N)	LEV 2024 2022	2022-23 to 2027-28 to 2032-33 to			2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
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	Expenditures (in \$thousands)						
Project Type	Project & Type Information Funding Source Type	D : (N)	LEV 2024, 2022	2022-23 to 2027-28 to 2032-33 to			2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
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	Project & Type Information			Expenditures (in \$thousands)					
Project Type	Funding Source Type	Project Name LFY	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to		
(Choose from dropdown list)	(Choose from dropdown list)		LFY 2021-2022	2026-27	2031-32	2036-37	2041-42		

	Project & Type Information		Expenditures					
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2027-28 to 2032-3	2032-33 to	2037-38 to		
Project Type	Fullding Source Type		LF1 2021-2022	2026-27	2031-32	2036-37	2041-42	
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	3,023	485	0	0	0	
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0	
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0	
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	433	0	0	0	
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0	
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0	
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0	
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0	
Total of Projects	without Project Type and/or Fund	ing Source Type	0	0	0	0	0	

SUNSHINE WATER CONTROL DISTRICT

14BIIa



May 31, 2022

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

RE: SWCD RIGHT-OF-WAY (ROW) PERMIT APPLICATION

~Directional Bore of 2-6" HDPE Conduit- Canals "18-1"

Project Site: 4100 NW 120th Ave

S18/T48/R41

CAS PROJECT NO. 19-2064

Dear Board of Supervisors:

We have reviewed a ROW permit application submitted by Florida, Power & Light for the proposed directional bore of 2 - 6" HPDE conduits located at 4100 NW 120th Ave, crossing under a 50' SWCD canal ROW known as Canal "18-1". 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

VP of Stormwater Engineering

Enclosures: Pertinent Plans

cc: SWCD - Cory Selchan, Field Superintendent (via e-mail)

WHA - Cindy Cerbone, Debbie Tudor, Daphne Gillyard, Jamie Sanchez, Gianna Denofrio (via e-mail)

CAS – Stephen C. Smith, PE, Jamila Hansen, EI (via e-mail)

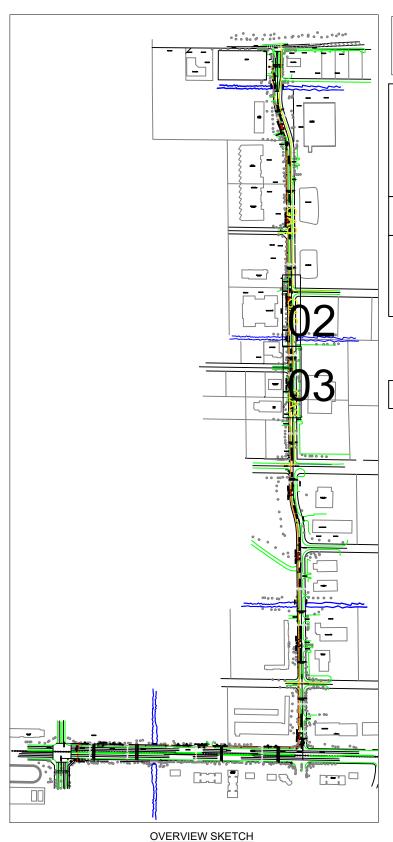
 $P:\Districts\\Sunshine_Water_Control\\19-2064-1CP-SWCD\ Non\ recovery\\01-RIGHT-OF-WAY\\2022\\15-1826-4100NW120thAve\\04-Correspondence\\02-Letters\\2590\ 4100NW120thAve.docx$











SUGGESTED MOT 102-603

GENERAL NOTES

- 1. CONTRACTOR TO DETERMINE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO DIGGING
- 2. CALL 1-800-SUNSHINE (432-4770) 48 HOURS BEFORE START OF WORK
- 3. DISTANCES FOR ALL NEW UG INSTALLATIONS ARE APPROXIMATE IN NATURE AND NEED TO BE FIELD VERIFIED 4. MAINTAIN MIN. 12" RADIAL CLEARANCE FROM OTHER DUCTS,
- FOREIGN UTILITIES OR OBSTRUCTIONS

 RESTORE ALL PAVEMENT, SIDEWALK, SOD, TREES,
 OTHER LANDSCAPING, IRRIGATION MAINS AND SPRINKLERS

TO ORIGINAL CONDITION AT JOB COMPLETION

CITY OF CORAL SPRINGS

- NOTIFY CITY OF CORAL SPRINGS 48 HOURS PRIOR TO START OF CONSTRUCTION MAINTENANCE OF TRAFFIC THE CONTRACTOR MUST HAVE MOT/LANE CLOSURE APPROVED BY BROWARD COUNTY
- * TRAFFIC ENGINEERING DIVISION (954-587-2600) PRIOR TO SCHEDULE WORK IN THE ROAD RIGHT OF WAY

NOTIFY CENTRAL BROWARD WATER CONTROL DISTRICT 48 HOURS PRIOR TO START OF CONSTRUCTION

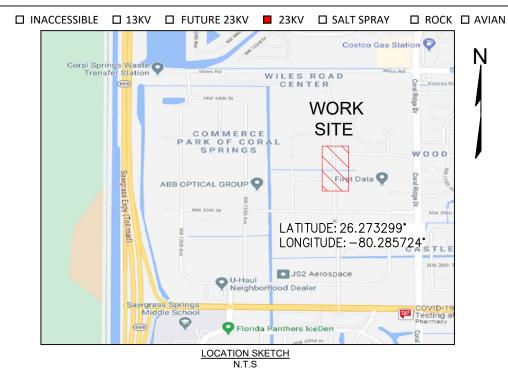
NEW FEEDER NUMBER:

703963

TLN: 8-6692-8717-0-8

UTILITY TICKET NUMBER:

#239004612



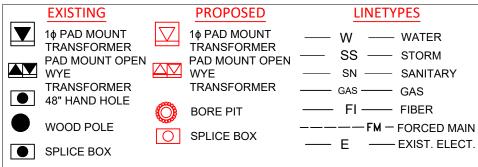


PINK TEMP. SURVEY MARKINGS
WHITE PROPOSED EXCAVATION

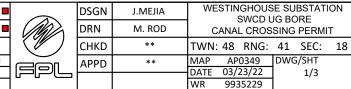
GREEN SEWER

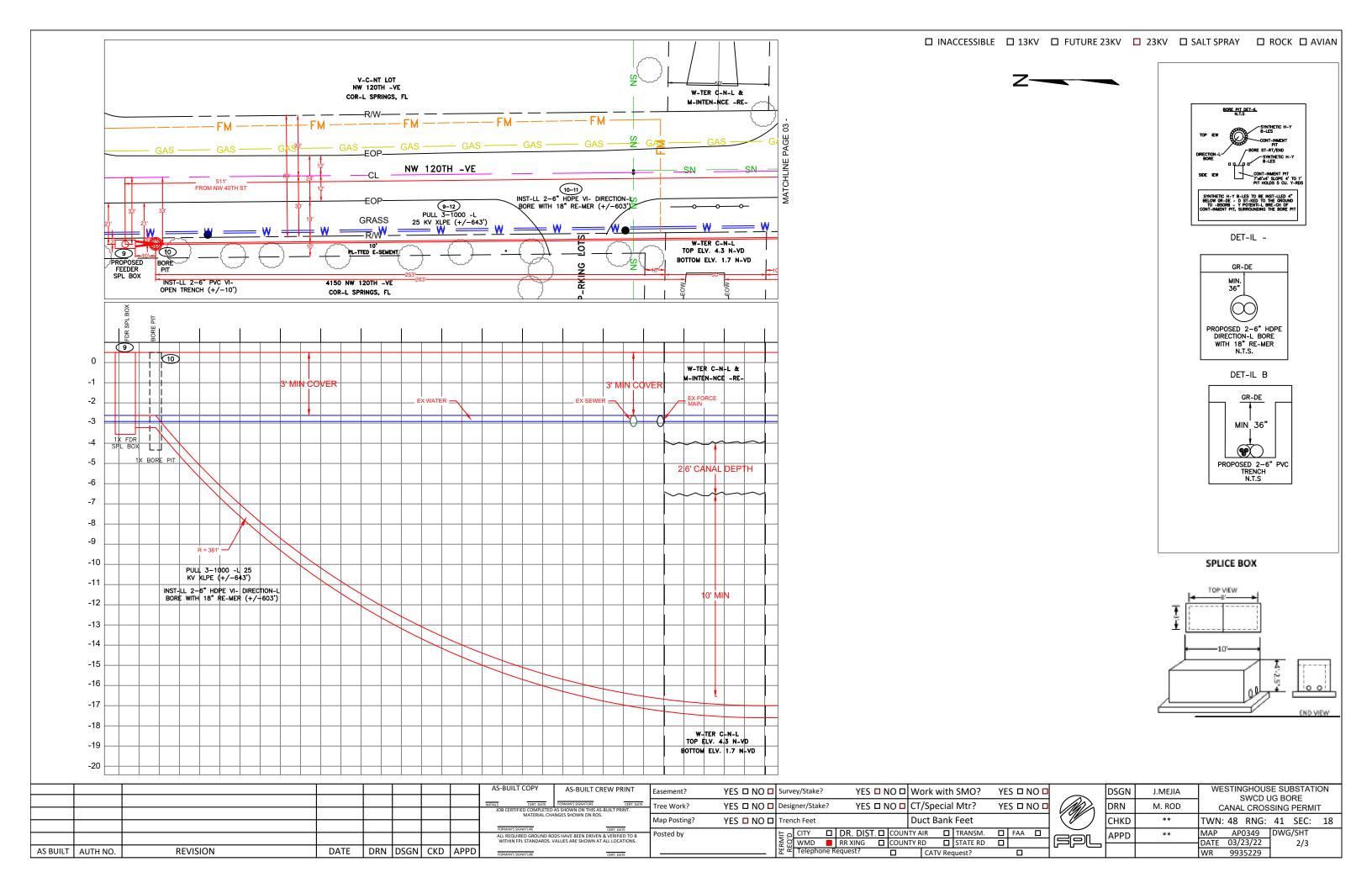
ORANGE CABLE TV

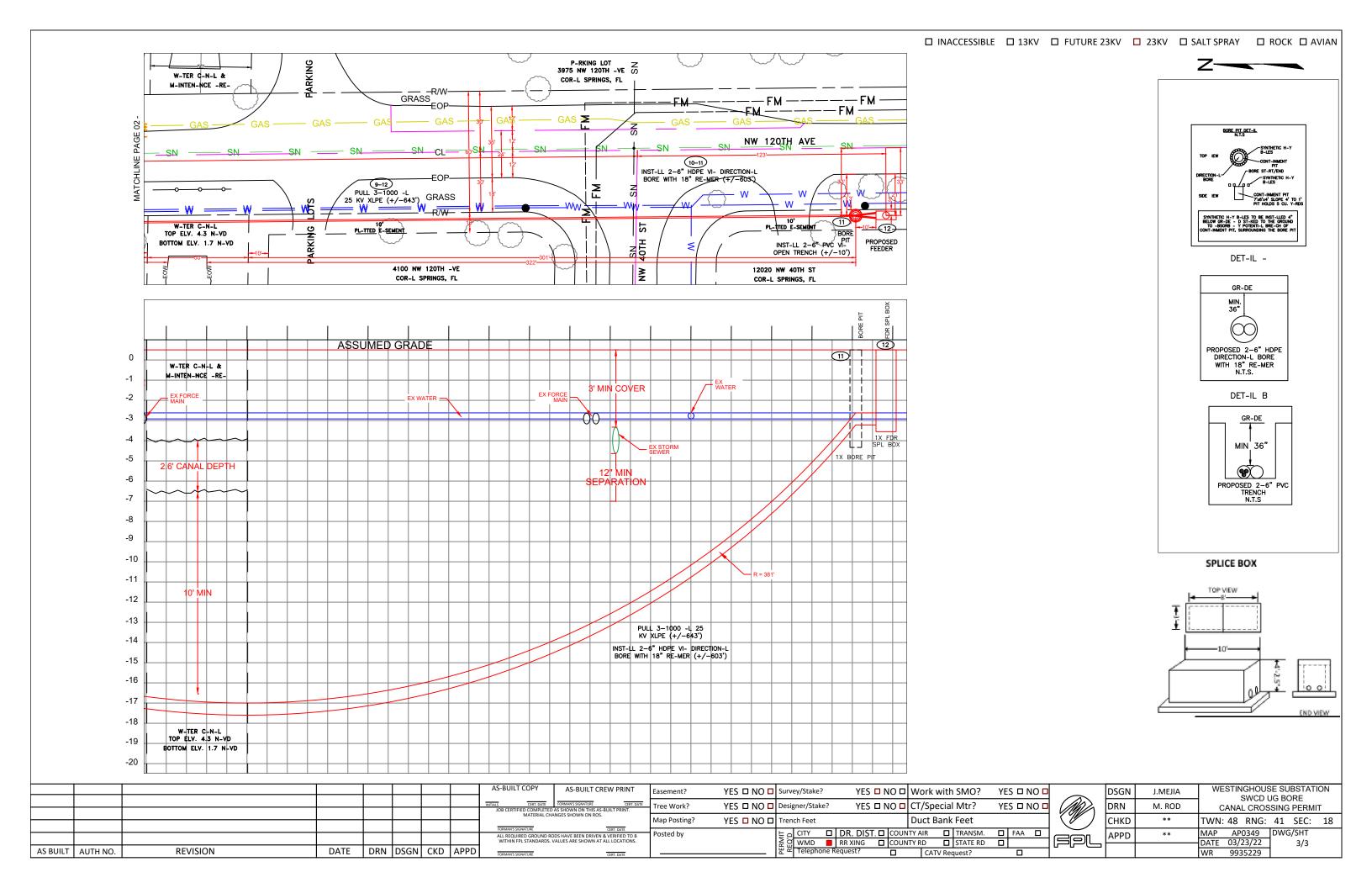
UTILITY LEGEND



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								INITIALS CERT. DATE JOB CERTIFIED COMPLETED	FORMAN'S SIGNATURE CERT. DATE AS SHOWN ON THIS AS-BUILT PRINT.	Tree Work?	YES □ NO ■	Designer/Stake?	YES □ NO ■ CT	Г/Special Mtr?	YES □ NO ■
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14BIIb



May 31, 2022

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

RE: SWCD RIGHT-OF-WAY (ROW) PERMIT APPLICATION

~Directional Bore 2-6" HDPE Conduit– Canals "NN"

Project Site: 12001 NW 35th St

S18/T48/R41

CAS PROJECT NO. 19-2064

Dear Board of Supervisors:

We have reviewed a ROW permit application submitted by Florida, Power, & Light for the proposed directional bore of 2 - 6" HPDE conduits located at 12001 NW 35th Ave, crossing under a 70' wide SWCD canal known as Canal "NN". 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

VP of Stormwater Engineering

Enclosures: Pertinent Plans

cc: SWCD - Cory Selchan, Field Superintendent (via e-mail)

WHA - Cindy Cerbone, Debbie Tudor, Daphne Gillyard, Jamie Sanchez, Gianna Denofrio (via e-mail)

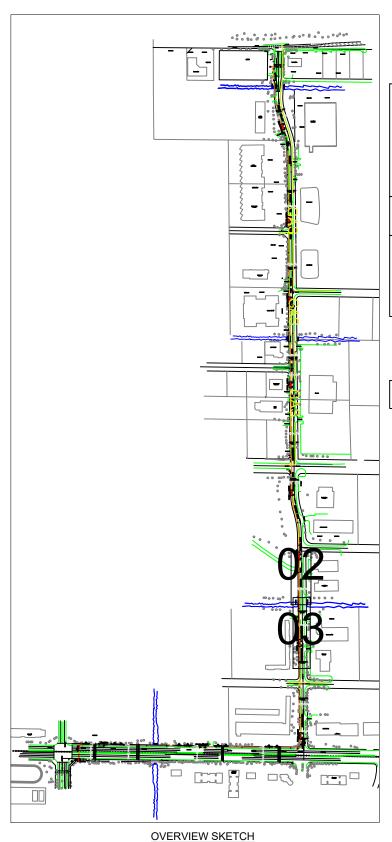
CAS - Stephen C. Smith, PE, Jamila Hansen, EI (via e-mail)











SUGGESTED MOT 102-603

- 1. CONTRACTOR TO DETERMINE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO DIGGING
- 2. CALL 1-800-SUNSHINE (432-4770) 48 HOURS BEFORE START OF WORK
- 3. DISTANCES FOR ALL NEW UG INSTALLATIONS ARE APPROXIMATE IN NATURE AND NEED TO BE FIELD VERIFIED
- 4. MAINTAIN MIN. 12" RADIAL CLEARANCE FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS RESTORE ALL PAVEMENT, SIDEWALK, SOD, TREES, OTHER LANDSCAPING, IRRIGATION MAINS AND SPRINKLERS

TO ORIGINAL CONDITION AT JOB COMPLETION

- NOTIFY CITY OF CORAL SPRINGS 48 HOURS PRIOR TO START OF CONSTRUCTION MAINTENANCE OF TRAFFIC THE CONTRACTOR MUST HAVE MOT/LANE CLOSURE APPROVED BY BROWARD COUNTY
- TRAFFIC ENGINEERING DIVISION (954-587-2600) PRIOR TO SCHEDULE WORK IN THE ROAD RIGHT OF WAY

NOTIFY CENTRAL BROWARD WATER CONTROL DISTRICT 48 HOURS PRIOR TO START OF CONSTRUCTION

NEW FEEDER NUMBER:

703963

TLN: 8-6692-8717-0-8

UTILITY TICKET

NUMBER:

#239004612

□ INACCESSIBLE □ 13KV □ FUTURE 23KV ■ 23KV □ SALT SPRAY □ ROCK □ AVIAN COMMERCE WOOD First Data ABB OPTICAL GROUP WORK LATITUDE: 26.273299° SITE LONGITUDE: -80.285724° JS2 Aerospace Testing Plorida Panthers IceDen LOCATION SKETCH

> CALL SUNSHINE #811 48 HOURS BEFORE YOU DIG LOCATE MARKINGS COLOR CODE

ELECTRIC GAS-OIL-STEAM

WATER SEWER CABLE TV

PINK TEMP. SURVEY MARKINGS WHITE PROPOSED EXCAVATION

UTILITY LEGEND

EXISTING PROPOSED 1φ PAD MOUNT TRANSFORMER PAD MOUNT OPEN WYE **TRANSFORMER** 48" HAND HOLE WOOD POLE

SPLICE BOX

1¢ PAD MOUNT TRANSFORMER PAD MOUNT OPEN WYE WYE TRANSFORMER

SPLICE BOX

—— GAS —— GAS — FI — FIBER **BORE PIT**

----FM - FORCED MAIN E — EXIST. ELECT.

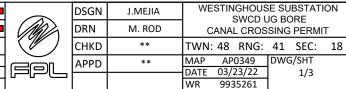
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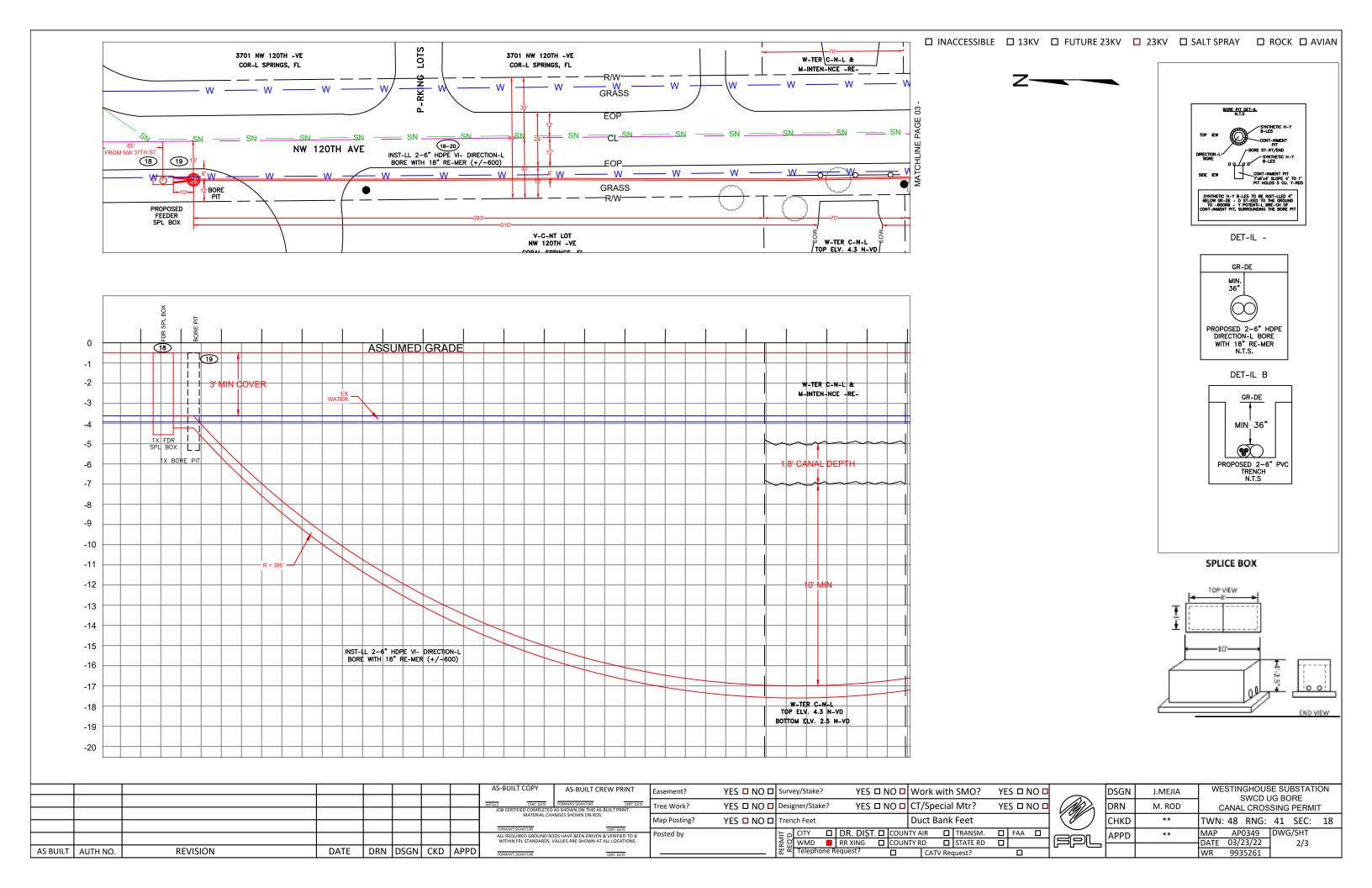
W --- WATER

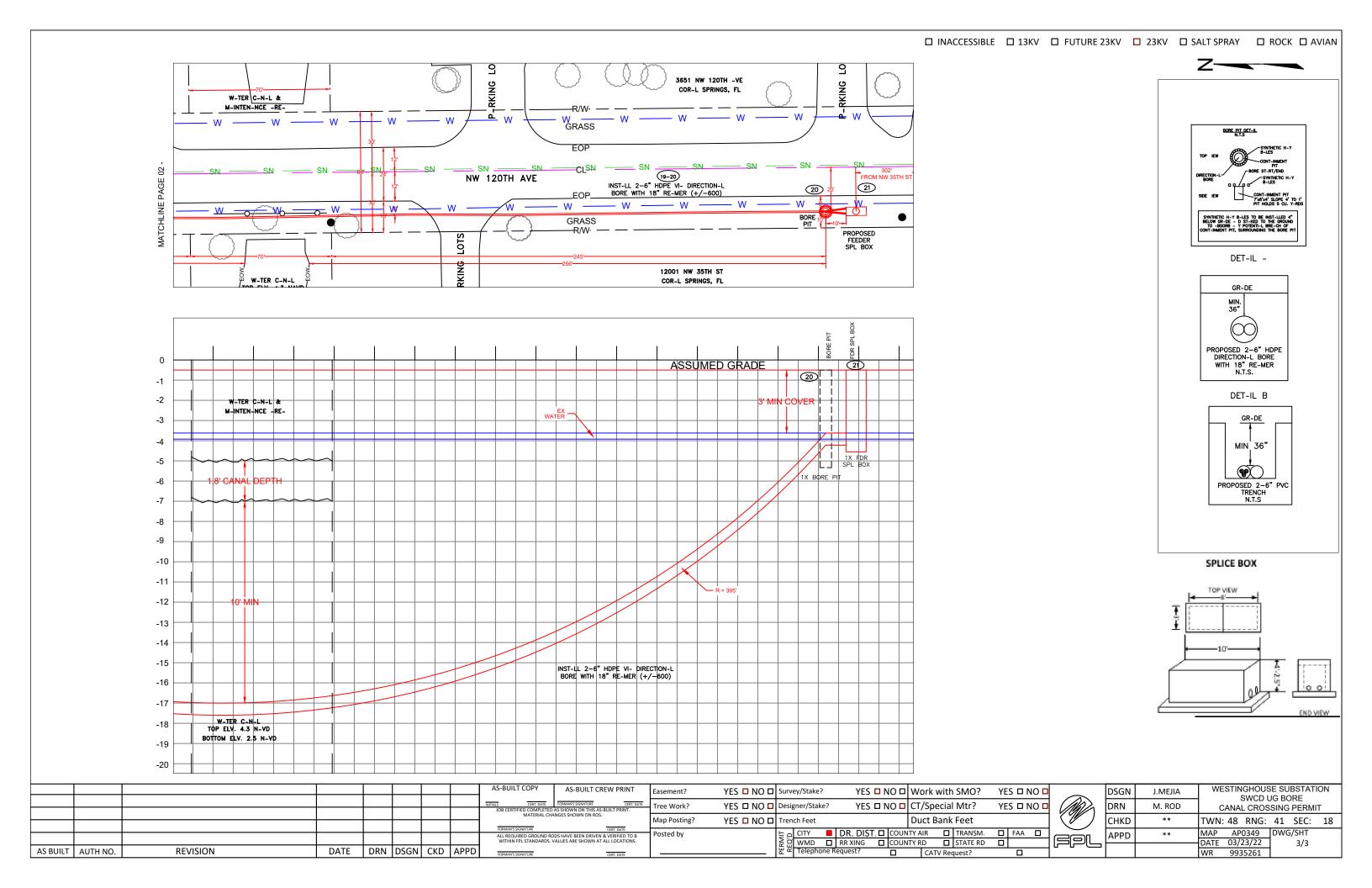
SS — STORM

---- SN ---- SANITARY

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14BIIC



May 31, 2022

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

RE: SWCD RIGHT-OF-WAY (ROW) PERMIT APPLICATION
~Directional Bore 2-6" HDPE Conduit— Canals "MM"

Project Site: South of W Sample Rd

S18/T48/R41

CAS PROJECT NO. 19-2064

Dear Board of Supervisors:

We have reviewed a ROW permit application submitted by Florida, Power, & Light (FPL) for the proposed directional bore of 2 - 6" HPDE conduits located south of West Sample Rd. crossing under a 70' wide SWCD canal known as Canal "MM". 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

VP of Stormwater Engineering

Enclosures: Pertinent Plans

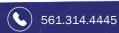
cc: SWCD - Cory Selchan, Field Superintendent (via e-mail)

WHA - Cindy Cerbone, Debbie Tudor, Daphne Gillyard, Jamie Sanchez, Gianna Denofrio (via e-mail)

CAS - Stephen C. Smith, PE, Jamila Hansen, EI (via e-mail)

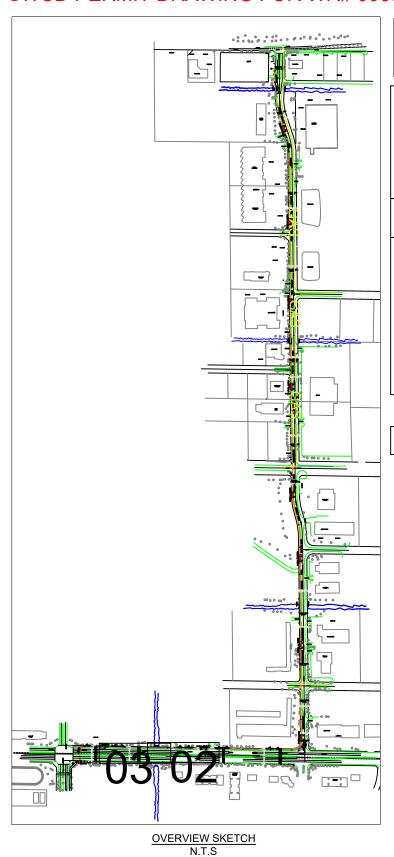
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SUGGESTED MOT 102-603 & 102-660.

GENERAL NOTES

- 1. CONTRACTOR TO DETERMINE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO DIGGING
- 2. CALL 1-800-SUNSHINE (432-4770) 48 HOURS BEFORE START OF WORK
- 3. DISTANCES FOR ALL NEW UG INSTALLATIONS ARE APPROXIMATE IN NATURE AND NEED TO BE FIELD VERIFIED
- 4. MAINTAIN MIN. 12" RADIAL CLEARANCE FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS

RESTORE ALL PAVEMENT, SIDEWALK, SOD, TREES, OTHER LANDSCAPING, IRRIGATION MAINS AND SPRINKLERS TO ORIGINAL CONDITION AT JOB COMPLETION

BROWARD COUNTY

- ALL MATERIALS USED AND INSTALLATION WITHIN THE PUBLIC RIGHT OF WAY OR EASEMENTS SHALL BE IN ACCORDANCE WITH BROWARD COUNTY ENGINEERING DIVISION SPECIFICATIONS
- * THE CONTRACTOR MUST HAVE A MAINTENANCE OF TRAFFIC PLAN APPROVED BY BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (954-587-2600) PRIOR TO SCHEDULED WORK IN THE ROAD RIGHT OF WAY
- * NOTICE INSPECTION REQUIRED 24HRS PRIOR TO COMMENCING ANY WORK IN THE PUBLIC R/W CONTACT THE BROWARD COUNTY ENGINEERING DIVISION AT 954-577-4600 FOR INSPECTION
- * THE PERMIT SET MUST BE ON JOBSITE AT ALL TIMES DURING CONSTRUCTION
- * COUNTY MOT/LANE CLOSURE APPROVAL REQUIRED
 * BROWARD COUNTY PRE-CONSTRUCTION MEETING REQUIRED

NOTIFY CENTRAL BROWARD WATER CONTROL DISTRICT 48 HOURS PRIOR TO START OF CONSTRUCTION

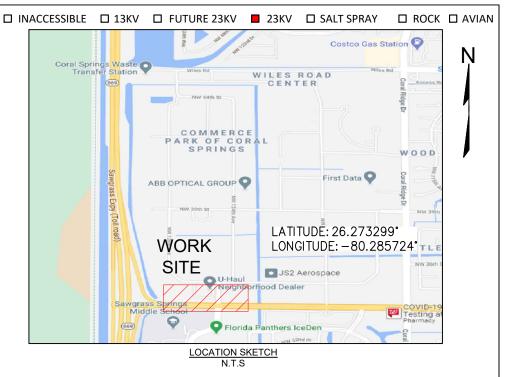
NEW FEEDER

NUMBER: 703963

TLN: 8-6692-8717-0-8

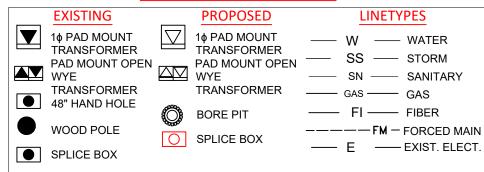
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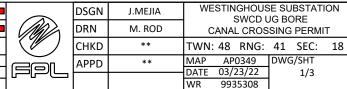


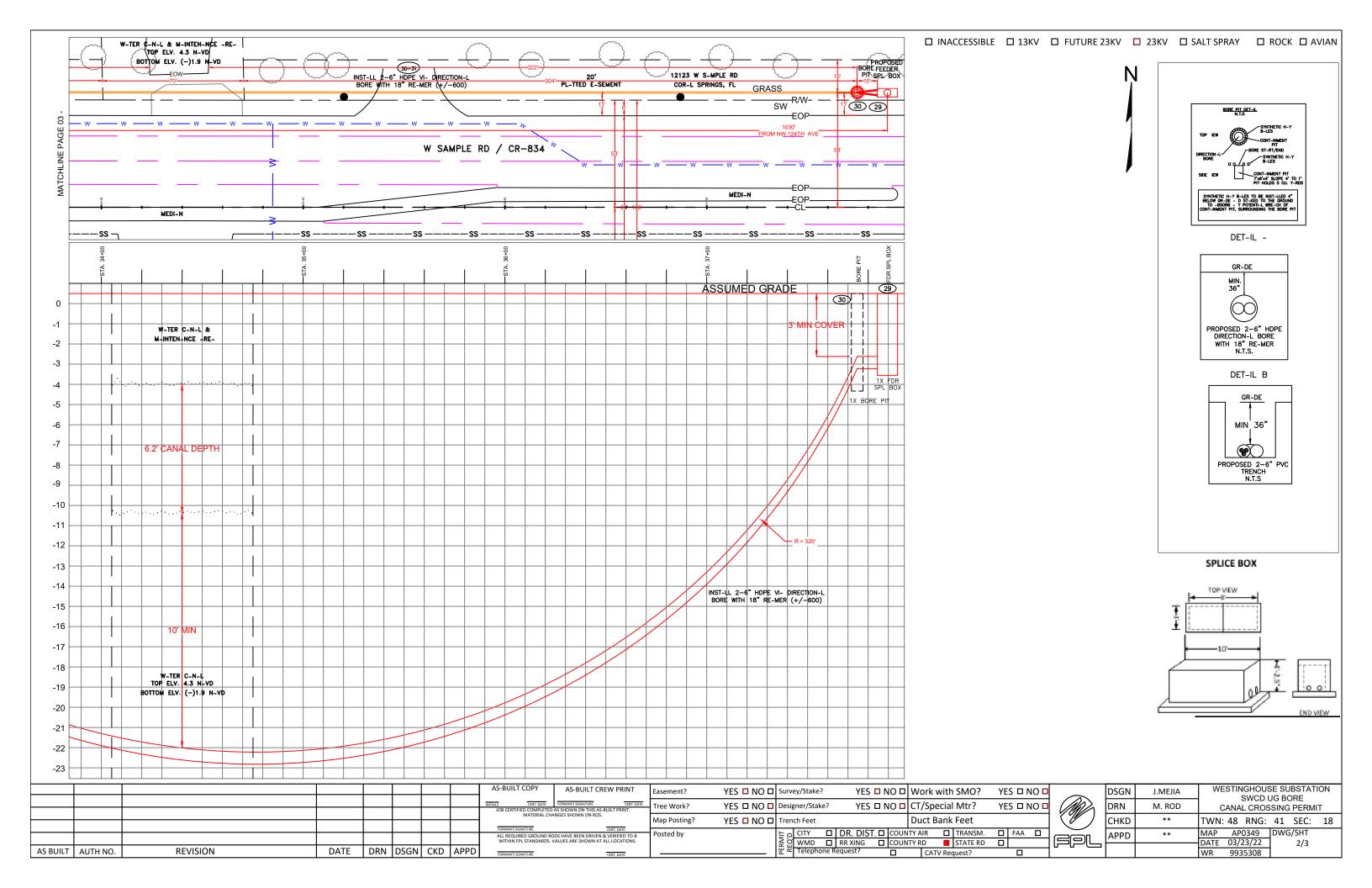


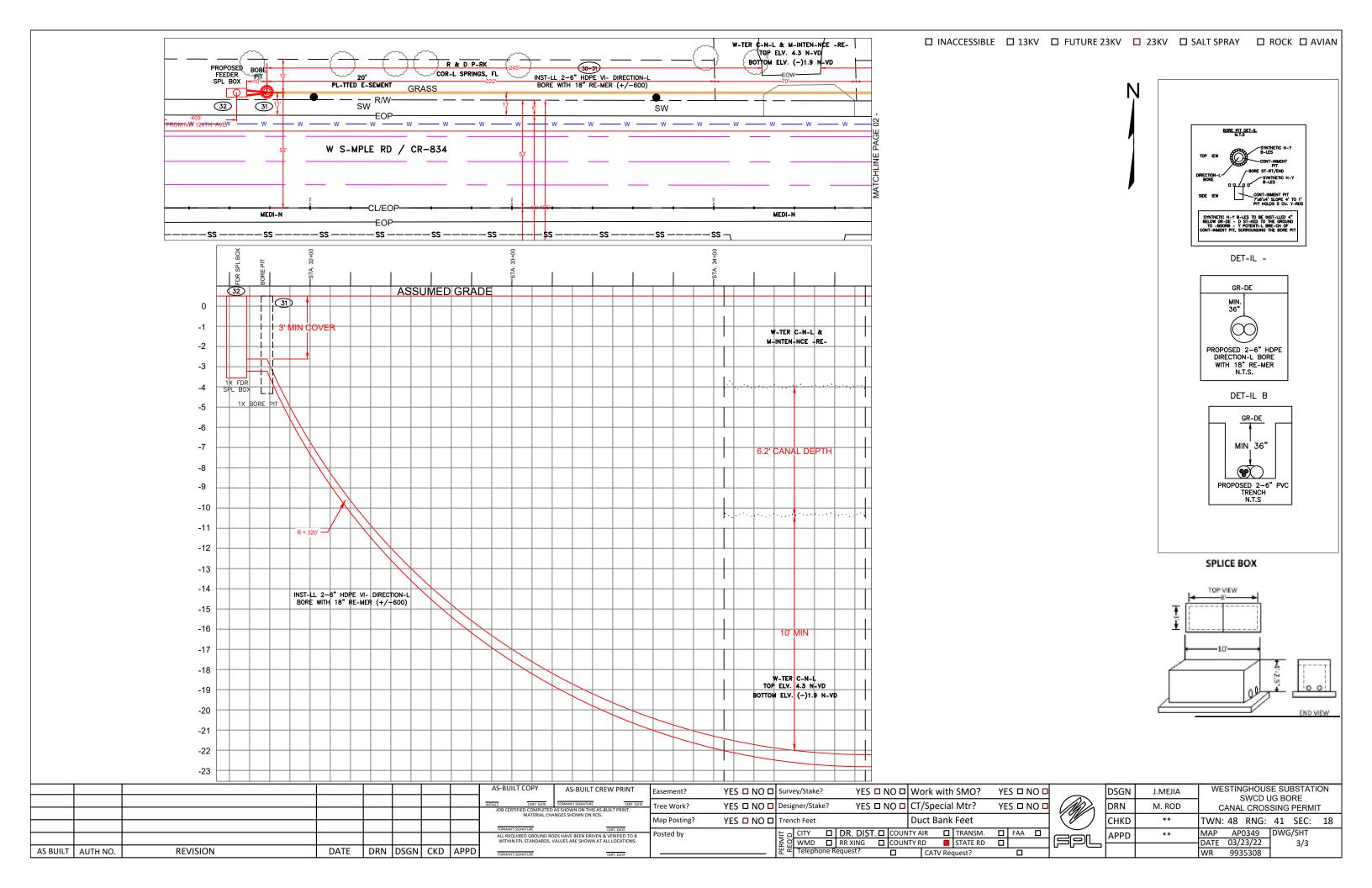
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14BIId



March 31, 2022

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

RE: SWCD RIGHT-OF-WAY (ROW) PERMIT APPLICATION

Directional Bore for 2- 6" HDPE Conduits- Canal "RR" - 70' ROW Project Site: South of Intersection of Wiles & NW 120th Ave.

S18/T48/R41

CAS PROJECT NO. 19-2064

Dear Board of Supervisors:

We have reviewed a ROW permit application submitted by Florida, Power, & Light for the proposed directional bore of 2 - 6" HDPE conduits located south of the intersection of Wiles Road and NW 120th Ave crossing under a 70' wide SWCD canal known as Canal "RR". 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

VP of Stormwater Engineering

Enclosures: Pertinent Plans

cc: SWCD - Cory Selchan, Field Superintendent (via e-mail)

WHA - Cindy Cerbone, Debbie Tudor, Daphne Gillyard, Jamie Sanchez, Gianna Denofrio (via e-mail)

CAS - Stephen C. Smith, PE, Jamila Hansen, EI (via e-mail)

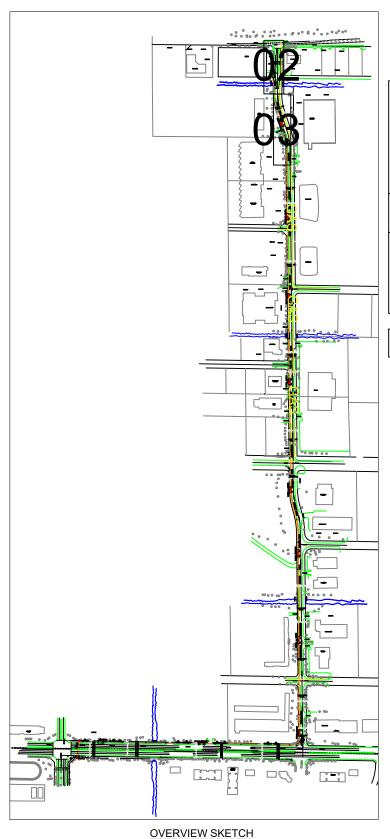
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SUGGESTED MOT 102-603

GENERAL NOTES

- 1. CONTRACTOR TO DETERMINE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO DIGGING
- 2. CALL 1-800-SUNSHINE (432-4770) 48 HOURS BEFORE START OF WORK
- 3. DISTANCES FOR ALL NEW UG INSTALLATIONS ARE APPROXIMATE IN NATURE AND NEED TO BE FIELD VERIFIED
- MAINTAIN MIN. 12" RADIAL CLEARANCE FROM OTHER DUCTS,
 FOREIGN UTILITIES OR OBSTRUCTIONS

RESTORE ALL PAVEMENT, SIDEWALK, SOD, TREES, OTHER LANDSCAPING, IRRIGATION MAINS AND SPRINKLERS TO ORIGINAL CONDITION AT JOB COMPLETION

CITY OF CORAL SPRINGS

- NOTIFY CITY OF CORAL SPRINGS 48 HOURS PRIOR TO START OF CONSTRUCTION MAINTENANCE OF TRAFFIC THE CONTRACTOR MUST HAVE MOT/LANE CLOSURE APPROVED BY BROWARD COUNTY
- * TRAFFIC ENGINEERING DIVISION (954-587-2600) PRIOR TO SCHEDULE WORK IN THE ROAD RIGHT OF WAY

NOTIFY CENTRAL BROWARD WATER CONTROL DISTRICT 48 HOURS PRIOR TO START OF CONSTRUCTION

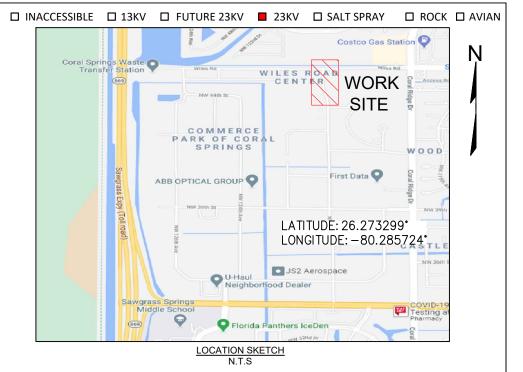
NEW FEEDER NUMBER:

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TLN: 8-6692-8717-0-8

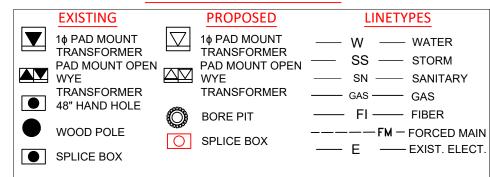
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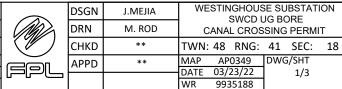


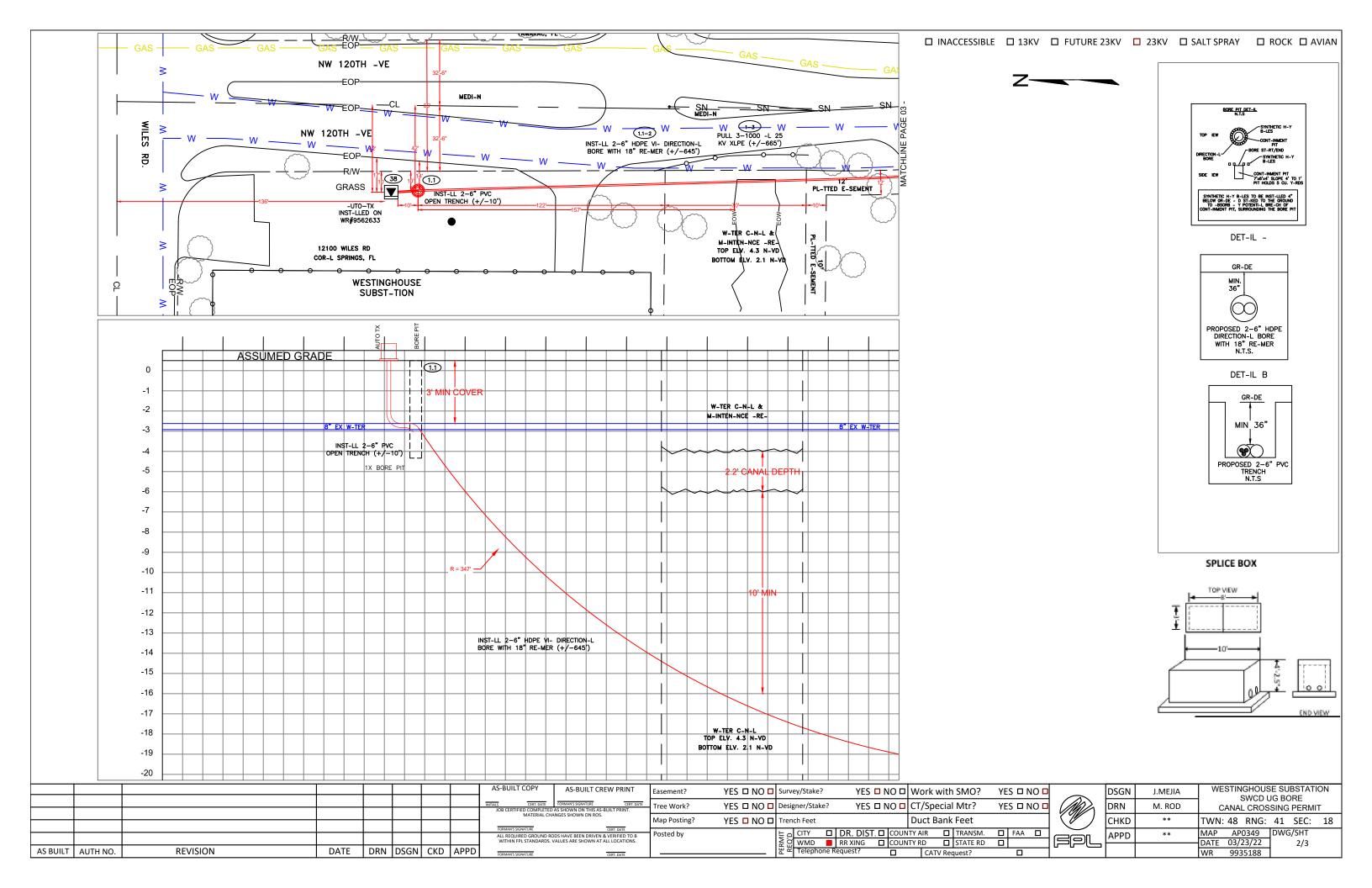


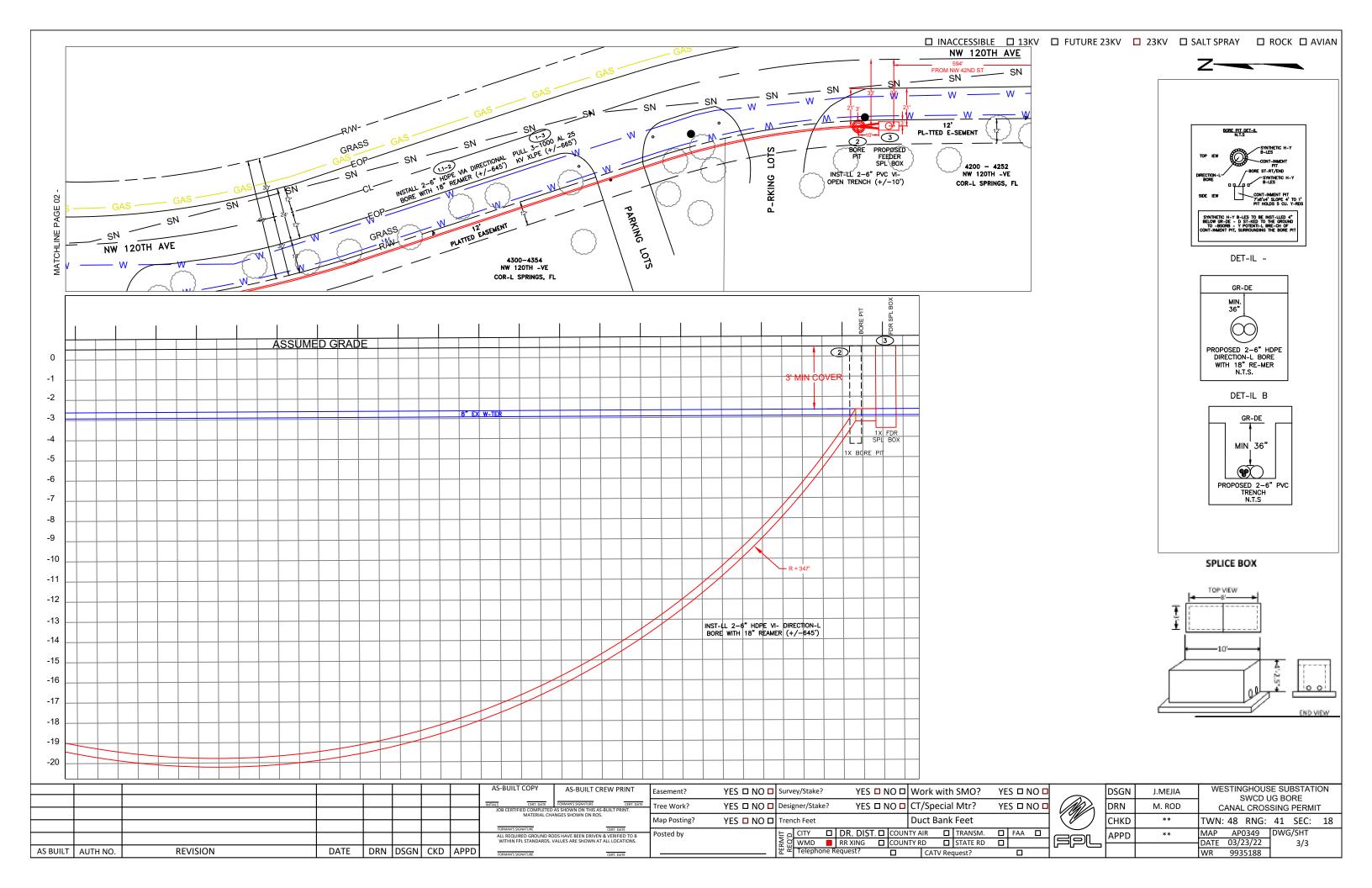
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BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	6:30 PM
November 10, 2021 rescheduled to November 17, 2021	Regular Meeting	6:30 PM
November 17, 2021	Regular Meeting	6:30 PM
December 8, 2021	Regular Meeting	6:30 PM
January 12, 2022	Regular Meeting	6:30 PM
February 9, 2022	Regular Meeting	6:30 PM
March 9, 2022	Landowners' Meeting & Regular Meeting	6:30 PM
April 13, 2022	Regular Meeting	6:30 PM
May 11, 2022	Regular Meeting	6:30 PM
June 8, 2022	Regular Meeting	6:30 PM
July 13, 2022	Regular Meeting	6:30 PM
August 10, 2022	Regular Meeting	6:30 PM
September 14, 2022	Public Hearing & Regular Meeting	6:30 PM