

**South Florida Water Management District**  
**Water Supply Facilities Work Plan**  
**for the**  
**City of Coconut Creek**  
**Florida**



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Date: August 31, 2022 May 23,  
2022

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT

WATER SUPPLY FACILITIES WORK PLAN

for the

CITY OF COCONUT CREEK

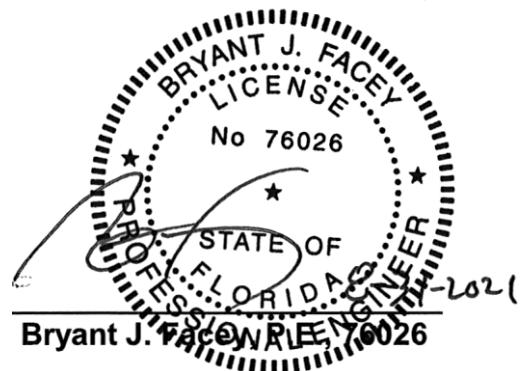
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~~August 31, 2022~~

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228-008.00



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## ABBREVIATIONS

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Avg	Average
<u>AWS</u>	<u>Alternative Water Supply</u>
BCWWS	Broward County Water and Wastewater Services
BCWWT	Broward County North Regional Wastewater Treatment Plant
CCUD	Coconut Creek Utility Department
CIE	Capital Improvements Element
CIS	Capital Improvements Schedule
City	City of Coconut Creek
County	Broward County
DWTP	District 2 Water Treatment Plant
FAC	Florida Administrative Code
FAS	Floridian Aquifer Supply
FDEP	Florida Department of Environmental Protection
FLUM	Future Land Use Map
F.S.	Florida Statutes
GPCD	Gallons per Capita per Day
LEC	Lower East Coast
LOS	Level of Service
MFL	Minimum Flow Level
MGD	Million Gallons per Day
MGM	Million Gallons per Month
MGY	Million Gallons per Year
MUD	Margate Utility Department
MOR	Monthly Operating Report
NSID	North Springs Improvement District
SAS	Surficial Aquifer System
SFWMD	South Florida Water Management District
State	State of Florida
Work Plan	City of Coconut Creek Water Supply Facilities Work Plan
WTP	Water Treatment Plant
WUP	Water Use Permit
WWTP	Wastewater Treatment Plant

## SECTION 2 – BACKGROUND INFORMATION

### Section 1 – Introduction

#### 1.1 Purpose

The purpose of the City of Coconut Creek (City) Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the ~~local government's jurisdiction~~ entire City of Coconut Creek regardless of water provider and, including the area within Parkland for which the City is the water provider. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their Comprehensive Plans within 18 months after the South Florida Water Management District (SFWMD) approves a regional water supply plan or its update. The 2018 Lower East Coast Water Supply Plan Update (LEC Plan) was approved by the District's Governing Board on ~~January 14, 2019~~ November 8, 2018. The City of Coconut Creek Work Plan shall be a standalone document adopted by reference into the local government's Comprehensive Plan. Any previously adopted City of Coconut Creek Work Plans will be replaced by this plan in its entirety.

The water supply sources available to the City have been identified by SFWMD's 2018 LEC Plan Update. The LEC Plan presents population and water demand projections through 2040, evaluates water supply issues and presents water source options. This Work Plan will reference the initiatives already identified to ensure adequate water supply for the City. According to State guidelines, the Work Plan and the City's Comprehensive Plan must address the development of traditional and alternative water supplies, service delivery, and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period, from 2020 to ~~2030~~ 2040.

The City was incorporated in 1967 and is within the Broward County (County) limits and is located north of Fort Lauderdale, south of Palm Beach County, and approximately five miles inland from the Atlantic coastline. The north City boundary is irregular and situated between Hillsboro Boulevard and the Hillsboro Canal which serves as the Palm Beach County line. The areas outside the irregular north boundary are unincorporated Broward County. Approximately 10 acres have been annexed ~~(by Alley Farms and Leigh High Acres)~~ into the City since 2015. The remaining unincorporated sections are expected to be incorporated into Coconut Creek in future years. The City encompasses a total area of 12.0 square miles and includes primarily single-family homes, condominiums, and townhouses in planned communities as well as commercial business areas along the major roadways.

The City of Coconut Creek meets the water demands of its residents by purchasing water from Broward County Water and Wastewater Services - District 2 (BCWWS). The residents of the City of Coconut Creek located south of Coconut Creek Parkway also directly purchase water from Margate without the City of Coconut Creek's coordination.  
~~The City of Coconut Creek meets the water demands of its residents by purchasing water from two different water utilities. These are:~~

~~➤ City of Margate Utility Department (MUD).~~

## SECTION 2 – BACKGROUND INFORMATION

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➤ ~~Broward County Water and Wastewater Services – District 2 (BCWWS).~~

Additionally, the west area of the City of Parkland is serviced by the City of Coconut Creek. Additional information regarding bulk sale agreements will be discussed later in this Work Plan (Section 3).

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## SECTION 2 – BACKGROUND INFORMATION

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The Work Plan is divided into five sections:

- Section 1 – Introduction
- Section 2 – Background Information
- Section 3 – Data and Analysis
- Section 4 – Work Plan Projects/Capital Improvement Element/Schedule
- Section 5 – Goals, Objectives, and Policies

### 1.2 Physical Location

Figure 1-1, City of Coconut Creek Location Map, shows the physical location of the City with respect to the County and the State of Florida. Figure 1-2, Municipal Limits Map, shows the municipal limits of the City and bordering cities of Margate and Parkland. These maps are located at the end of this section.

### 1.3 Existing Facilities

Residents of the City north of Coconut Creek Parkway obtain their water directly from the County's North Broward Water Plant served by WTP 2A (serving area known as District 2). Residents of the City south of Coconut Creek Parkway obtain their water from the City of Margate. These facilities are responsible for ensuring that enough capacity is available for existing and future customers within the service areas assigned to them. The Work Plan will reference the initiatives already identified in the County's Water Supply Plan and the City of Margate's Water Supply Plan. The City of Coconut Creek is a retail buyer of water from the County for its service area which includes the City limits north of Coconut Creek Parkway and about one-third of the eastern portion of the City of Parkland.

#### 1.3.1 Broward County Water and Wastewater Services - District 2

The County Work Plan was most recently adopted on April 2020. The BCWWS District 2A/North Regional Plant Water Use Permit (BC WUP 06-01634-W) was renewed on April 15, 2019. This permit allows for annual allocation that shall not exceed 8,052 MG or 22.06 MGD until March 13, 2028. BCWWS currently owns and maintains two WTPs with different design capacities. The existing District 1 WTP is located in Lauderdale Lakes which has a capacity of 16.0 MGD while District 2 is being served by existing 2A WTP located in the City of Pompano Beach which has a permitted treatment capacity of 40.0 MGD. This WTP has a current permitted allocation of 17.5 MGD of finished water which is sold to the City of Coconut Creek. The treatment capacity of the 2A WTP includes the use of outflow clarifiers and granular media for filtering purposes before lime softening of the raw water from the Biscayne Aquifer. District 2 has three above ground concrete storage facilities and one underground clearwell on site providing a total storage capacity of 8.5 MGD which is adequate for the service area under its authority. Appendix 1-A, BCWWS Water Use Permit, shows the proposed withdrawal and information related to the facilities owned by BCWWS.

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### 1.3.2 City of Margate

The City of Margate Work Plan is in draft form and was not adopted on April 24, 2020 as of the date of this Work Plan. Please note that all references in Coconut Creek's Work Plan to Margate's Work Plan will utilize the April 24, 2020 Draft Work Plan. The City of Margate Water Services has a current Water Use Permit (WUP No. 06-00121-W) issued on September 2, 2020. ~~The permit allows an annual allocation of 3,396 MG or 10.10MGD, with a Biscayne aquifer limit of 8.53 MGD.~~ Its service area is within its city limits and the southern portion of the City of Coconut Creek, south of Coconut Creek Parkway.

The City of Margate has one (1) WTP with a design capacity of 16 MGD which is located at 980 NW 66<sup>th</sup> Avenue in the City of Margate. Treatment of the raw water consists of aeration to remove iron and carbon dioxide, lime softening to reduce hardness, followed by granular media and activated carbon, and chlorination for disinfection. The WTP has adequate pumping ability to provide potable water to the residents within the City of Margate Service Area through the City's distribution system. The withdrawal of water is from the Biscayne Aquifer. The treatment facility is adequate to meet system demand. Appendix 1-B, City of Margate Water Use Permit, shows the different conditions and information related to the consumptive use of water for the City of Margate.

### 1.3.3 City of Parkland

The City of Parkland does not own any water treatment facilities. However, there are three (3) different entities that supply finished water to the residents within the City of Parkland municipal boundaries. The north and west side is serviced by North Springs Improvement District (NSID), the east side is serviced by the City of Coconut Creek Utilities Department (CCUD), and the central area is serviced by a privately owned company by the name of Parkland Utilities, Inc. Moreover, there are several areas within the City of Parkland municipal boundaries that are not being serviced by any entity and are serviced by privately owned raw water wells.

The CCUD provides potable water service to approximately 9,607 residents in the eastern portion of the City of Parkland. Coconut Creek purchases their water from the Broward County 2A/ North Regional Plant, which they have a large user agreement with. The current daily allocation permitted to this facility is 22.06 MGD; Coconut Creek uses approximately 13.27 MGD. The County is proposing a canal recharge project and increased withdrawal from the Biscayne Aquifer to meet future demands. The City of Coconut Creek also provides water services for Country Place, Sable Pass, Ternbridge, Terramar, Parkwood, Mayfair, Parkland Terraces, Lakes at Parkland, Parkland Place (Castle Rock) Winner's Circle, Shoppes of Parkland, Riverstone Shoppes and the Waterways Shoppes. More information of CCUD's servicing to Parkland can be found in the Infrastructure Element of the City of Parkland Comprehensive Plan (2016).

## 1.4 Statutory Information

### 1.4.1 Statutory History

## SECTION 2 – BACKGROUND INFORMATION

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The Florida Legislature enacted bills in the 2002, 2004, 2005, 2011 and 2016 sessions to address the State’s water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the Comprehensive Plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

### 1.4.2 Statutory Requirements

The City of Coconut Creek has considered the following statutory provisions when updating the Work Plan:

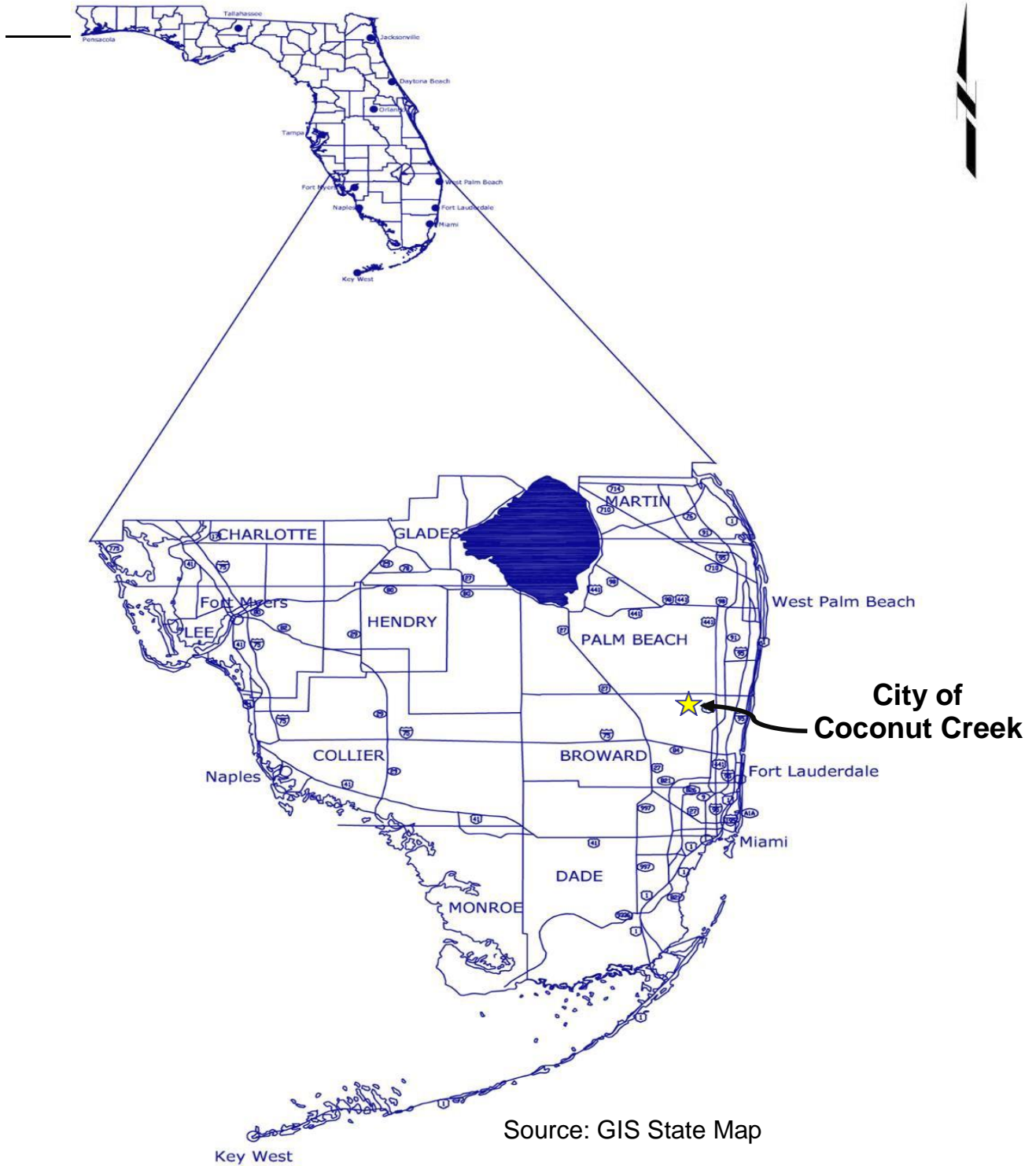
1. Coordinate appropriate aspects of its Comprehensive Plan with the Lower East Coast Regional Water Supply Plan [163.3177(4) (a), F.S.].
2. Ensure the Future Land Use Plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.].
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the “Infrastructure Element”), within 18 months after the water management district approves an updated regional water supply plan, to:
  - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the Lower East Coast Regional Water Supply Plan, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.];
  - b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the Lower East Coast Regional Water Supply Plan [s. 163.3177(6)(c)3, F.S.]; and
  - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6)(c)3, F.S.].

## SECTION 2 – BACKGROUND INFORMATION

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5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the Lower East Coast Water Supply Plan, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].
7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the Comprehensive Plan with the Lower East Coast Regional Water Supply Plan [s.163.3177 (6) (h) 1., F.S.].
8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

If, and when, the City prepares an Evaluation and Appraisal Report considerations shall be given to any necessary updates to this Work Plan.

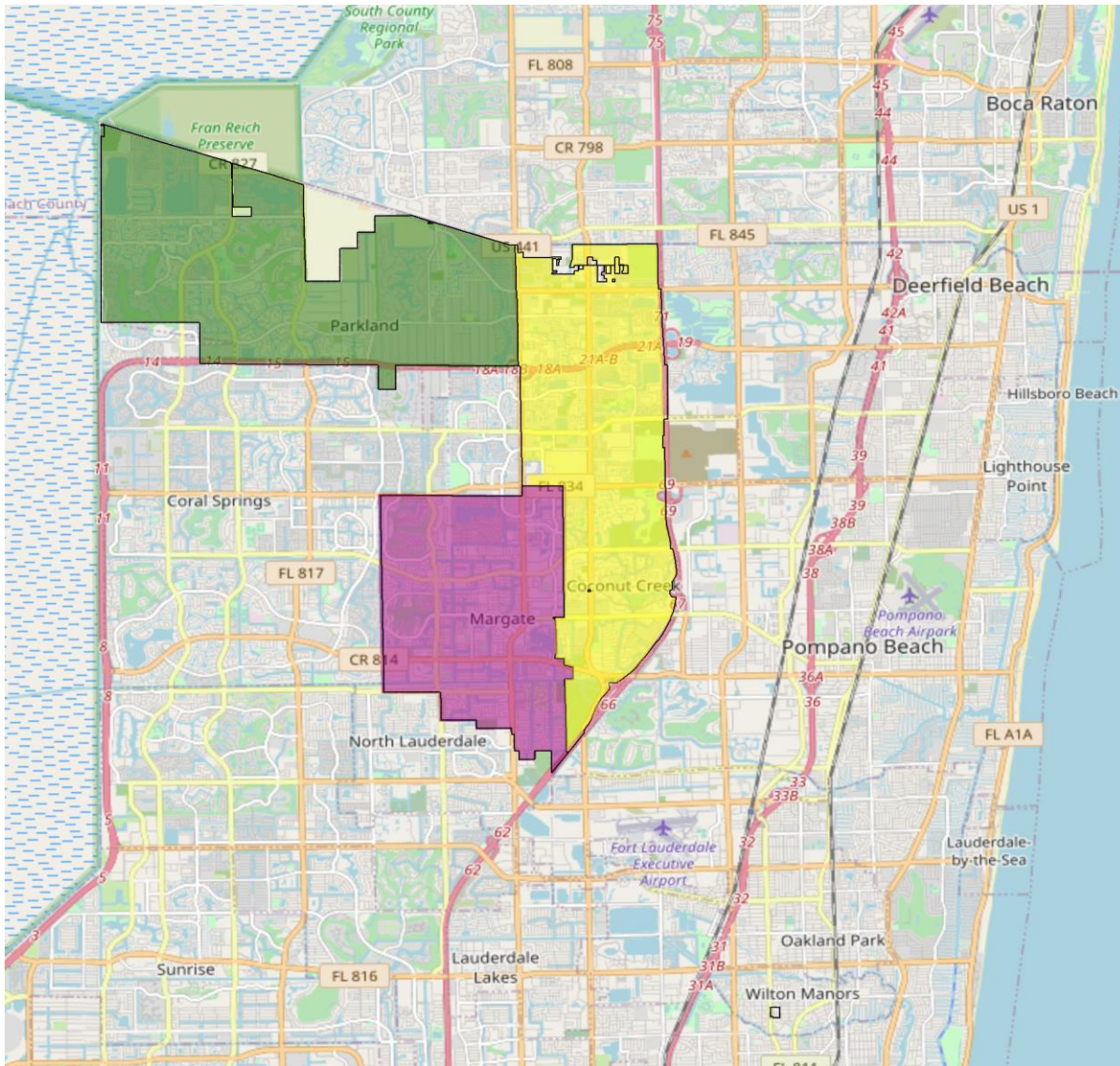


**FIGURE 1-1**  
**City of Coconut Creek**  
**Location Map - 2020**



## FIGURE 1-2 MUNICIPAL LIMITS MAP 2020

- Parkland City Limits
- Coconut Creek City Limits
- Margate City Limits



Source: GIS City Shapefile

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## SECTION 2 – BACKGROUND INFORMATION

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### Section 2 – Background

#### 2.1 Overview

Included in this section is a brief overview of the existing water usage, population and relevant regional issues in the City of Coconut Creek. As stated in the previous section, the City obtains water from the BCWWS District 2 and the City of Margate to meet the demand of its residents. The City in turn serves the eastern portion of the City of Parkland. Figure 2-1, City of Coconut Creek Service Area and Neighboring Service Areas, shows the utility area of the City and surrounding adjacent areas within the County. Figure 2-2, BCWWS Retail Water Service Areas, shows the location of the Districts BCWWS operates within the County.

There are only 29 properties within the City of Coconut Creek that are currently not served by the potable water system. These properties are located in the Vinkemulder neighborhood and are served by potable water wells and septic tanks. The City plans to connect these properties through the Vinkemulder Roadway Improvement project. The project cost is \$4,000,000 and is scheduled for construction 2024. Funds for the project identified in the latest FY23 City Budget are coming from the Capital Project Financing Fund and an anticipated Special Assessment of the neighborhood. Once this project is complete, all properties in the City will be served by the existing water and wastewater systems.

#### 2.1.1 Broward County Water and Wastewater Services - District 2

BCWWS is one of 28 utilities that provide potable water service within the area of the County. The utility supplies potable water to retail customers in several sections of the County and to one significant bulk water user, the City of Coconut Creek. District 2 is responsible for the supply of potable water to portions of the cities of Deerfield Beach, Coconut Creek, Pompano Beach and Lighthouse Point. In 2017, BCWWS sold approximately 5 MGD of treated water to Coconut Creek.

#### 2.1.2 City of Margate

The service boundary of the City of Margate contains an area of 10.7 square miles of which the land is predominately residential. The City of Margate owns and operates the entire water supply that serves the residents located within the City of Margate limits and the southern portion of the City of Coconut Creek. Approximately 16 percent of its service area comprises of Coconut Creek. Figure 2-3, City of Margate Water Service Area, shows the boundaries of the service area covered by the City of Margate Utilities Division. This figure was obtained from the City of Margate Comprehensive Plan Amendment, Element III.

#### 2.1.3 City of Parkland

The east area of the City of Parkland is being served by CCUD. Figure 2-4, City of Parkland Potable Water Service Provider Boundaries, shows the areas within the City of Parkland being served by different utilities.

## SECTION 2 – BACKGROUND INFORMATION

The population projections in Section 3 and as shown in the SFWMD Water Use Permit for BCWWS - District 2 are based on the City of Coconut Creek service area since the water withdrawals for the utility service area were approved along with the herein specified population projections. Further projections for the City of Coconut Creek and CCUD service area are discussed in Section 3, Data and Analysis.

### 2.2 Population and Water Usage

#### 2.2.1 Broward County Water and Wastewater Services - District 2

Table 2-1, BCWWS - District 2 Population Projections, shows the per capita use rate and population projections from the Broward County 2020 Work Plan. The service area of BCWWS - District 2 includes all or portions of the cities of Coconut Creek, Deerfield Beach, Lighthouse Point, Parkland, Pompano Beach and unincorporated areas of Broward County.

**Table 2-1**  
**BCWWS - District 2 Population Projection and Level of Service Standard**

Year	BCWWS District 2		
	<u>Coconut Creek Per Capita Use Rate (gpcd)</u>	<u>Total Population Served by BCWWS in District 2</u>	<u>Servicing Coconut Creek</u>
2020	<del>106</del> <u>112</u>	113,023	58,513
2025		114,814	59,112
2030		119,226	61,447
2035		121,410	62,917
2040		122,631	63,959

Source: BCWWS Work Plan Table WS6 and WS17 - Service Area Population Projections 2015-2040 and District 2 Actual and Projected Finished Water Demands Levels of Service Standard dated April 2020

The County's 2020 Work Plan projections were compared with the projections from the 2018 LEC Plan. Although the LEC Plan has a higher range of projections to work with for District 2, it does not contain any City of Coconut Creek population data for the City itself or its service areas being served. Due to this, the County's Work Plan was used to determine the population that District 2 serves the City.

Appendix 2-A, Broward County Water and Wastewater Services District 2A/North Regional Wellfield, shows a water utility summary for the BCWWS - District 2 Service Area from the 2018 LEC Water Supply Plan Update.



## SECTION 2 – BACKGROUND INFORMATION

### 2.2.2 City of Margate

The population projections for the Coconut Creek area served by Margate are not part of the population data used for population forecasting for the City of Coconut Creek Service Area as detailed in Section 3. In other words, the water utility area for the City of Coconut Creek is exclusive of the City of Margate Service Area that overlaps the city boundary of Coconut Creek.

**Table 2-2-2**  
**City of Margate Water Service Area within City of Coconut Creek**

<u>Year</u>	<u>City of Margate</u>		
	<u>Daily Per Capita Use (gpcd)</u>	<u>Total Population Served (includes Coconut Creek)</u>	<u>Servicing Coconut Creek</u>
<u>2020</u>	<u>98.3</u>	<u>62,142</u>	<u>7,310</u>
<u>2025</u>		<u>65,552</u>	<u>7,658</u>
<u>2030</u>		<u>68,296</u>	<u>8,051</u>
<u>2035</u>		<u>70,880</u>	<u>8,281</u>
<u>2040</u>		<u>72,945</u>	<u>8,478</u>

Source: Draft Margate Water Supply Facilities Work Plan, dated April 24, 2020.

### 2.2.3 City of Coconut Creek Utilities Division

CCUD currently provides potable water service to ~~approximately 9,600–9,607~~ Parkland residents with a Daily Per Capita Use rate of 119 gallons per capita per day (gpcd) in the eastern portion of the City of Parkland. ~~This figure~~ Both the total population and Daily Per Capita Use rates are not expected ~~does not expect~~ to change for years 2020 through 2040 as the area is considered built-out.

A more detailed figure of the City of Coconut Creek Service area is located at the end of this section. Figure 2-1, City of Coconut Creek Service Area, shows the different areas served by Coconut Creek inside and outside the City of Coconut Creek boundaries.

## 2.3 Relevant Regional Issues

The regional issues identified in the 2018 SFWMD Lower East Coast Water Supply Plan Update are as follows:

## SECTION 2 – BACKGROUND INFORMATION

1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, pollution, existing legal uses, and saltwater intrusion. As a result, additional conservation measures and alternative water supplies need to be developed.
2. Surface water and groundwater allocations are limited due to the following Restricted Allocation Area (RAA) rules and Minimum Flows and Minimum Water Levels (MFLs): Lake Okeechobee Service Area (surface water only), North Palm Beach County/Loxahatchee River Watershed Waterbodies, and Lower East Coast Everglades Waterbodies.
3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.
4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law [Section 403.086(9), Florida Statutes].
- 4.5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to minimize drawdowns and prevent undesirable changes in water quality.

Source: Appendix D Water Supply Facilities Work Plan Updates – SFWMD Technical Assistance Guide, Page D-1.

The regional issues identified in the BCWWS 2020 Work Plan include:

1. **Climate Impacts and Future Water Supply Conditions:** Climate impacts and future water supply conditions need to be integrated into water resources resilience planning efforts;
2. **Water Use Limitation:** Limitation of fresh surface water and groundwater use by the SFWMD's Regional Water Availability Rule and Everglades and Lake Okeechobee Minimum Flow and Minimum Water Levels (MFL);
3. **Alternative Water Supply:** The need to develop diverse water sources to meet current and future water needs, including C-51 Reservoir Project, Floridan Aquifer, and reuse as mandated by the Ocean Outfall law; and,
4. **Comprehensive Everglades Restoration Plan Implementation:** Construction of additional storage systems (e.g. CERP's reservoirs, aquifer storage, and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.

Source: BCWWS Water Supply Facilities Work Plan, dated April 2020, Page 16.

The regional issues identified in the City of Margate Draft 2020 Work Plan include:

1. Regional Climate Action Plan;
2. Climate Change;
3. Sea Level Rise;
4. Saltwater Intrusion;
5. Extreme Weather Events;
6. Infrastructure Development;
7. C-51 Reservoir;

## SECTION 2 – BACKGROUND INFORMATION

8. Lake Okeechobee Surface Water Allocation Limitations;
9. Lowering Lake Okeechobee Level;
10. Infrastructure Planned to Attenuate Damaging Peak Flow Events from Lake
11. Okeechobee; and,
12. Use of brackish groundwater from the Floridan Aquifer.

Source: Draft City of Margate Water Supply Facilities Work Plan, dated April 24, 2020, Page 22.

The regional issues impacting the City of Coconut Creek include the following below. The other regional issues listed above do not directly impact the City of Coconut Creek, but as with any regional issue, the City will monitor and work collaboratively with its partner agencies on any future programs and projects that stem from the actions taken to address these regional issues identified by the City's water service suppliers and regional planning agencies.

1. Water Re-Use and Infrastructure Development;
2. Alternative Water Supply Monitoring
3. Climate Impact
4. Water conservation and long term sustainability;

### Water Re-Use and Infrastructure Development

Broward County has focused on the advancement of beneficial reuse and, in 2014, developed the Regional Reuse Master Plan in coordination with its regional partners. This effort included the active participation of local municipalities, water managers, water and wastewater utilities, local planning agencies, Florida Department of Transportation, and other state and regional agencies. This plan sets the foundation for the long-term implementation strategy to further regional reclaimed water development through several innovative and dynamic planning tools.

Requirements of the outfall program include a functioning reuse system that reuses a minimum of 60 percent of the facility's actual flow on an annual basis installed no later than December 31, 2025. State or the SFWMD funding assistance must give first consideration to water supply development projects that replace existing sources or implement reuse projects to eliminate ocean outfalls. Broward County is planning to meet the 60 percent reuse requirement by expanding its public access irrigation in Northern Broward and Southern Palm Beach Counties, including expanding reuse systems in the City of Coconut Creek.

Secondary canal integration remains a relatively attractive urban water management strategy given the vast network of canals that exist in Broward County and the relatively inexpensive infrastructure (culverts, pumps, etc.) required to implement greater integration of the system. Although progress has been made on the Northern Broward County Recharge System, it has not yet been completed. One of three projects that make up the secondary canal integration is in the City of Coconut Creek. The C-7 Interconnect just north of Sample Road in the Coconut Creek Main Street Project will coincide with development of the area. The basin divide control structure is being constructed with the development of the parcel just to the north of Sample Road. The interconnect will be complete when the final canal segment is built with the development of the remaining farmland. The City's MainStreet Design Guidelines and Engineering requirements will

## SECTION 2 – BACKGROUND INFORMATION

guide this development in coordination with the Cocomar Water Control District to ensure that the C-7 Interconnect is done pursuant to the regional planning efforts.

Source: BCWWS Work Plan Regional Issues Page 36 & 43, City of Coconut Creek Utilities & Engineering Department, MainStreet Design Standards document, 2008.

### Alternative Water Supply Monitoring

In 2007, the SFWMD mandated through a Regional Water Availability Rule that Alternative Water Supply will be used to serve future population growth (SFWMD, 2007). For example, the brackish Upper Floridan Aquifer (approximately to 1000 – 1700 feet underground) can be withdrawn and treated with more complex processes than used for the Biscayne Aquifer water. Other AWS options include, but are not limited to, water conservation, water reuse, and surface water storage development. The City of Coconut Creek and the City's water service providers closely follow regional planning efforts relating to alternative water supply. At this time, the City of Coconut Creek does not anticipate additional alternative water supply programs other than what the City is doing now; and that is water conservation policies and water reuse where available.

### Climate Impact

Climate impact proves to be the biggest concern as it is predicted to affect sea level rise, saltwater intrusion, extreme weather events, and infrastructure development. These factors have a huge effect on the Broward County territory and beyond. The City of Coconut Creek's water conservation programs, drainage projects, and sustainable landscape policies identified in this work plan assist Broward County in addressing climate impacts on water supply.

### Water Conservation and Long Term Sustainability

Regional issues that affect the City of Coconut Creek include achieving long-term sustainability of water supplies. To this end, the City of Coconut Creek has adopted a conservation program set forth by BCWWS. The program includes limited hours of irrigation for landscaping, installation of low-flow fixtures in buildings, rain sensor devices for irrigation devices, leak detection program utilizing surveillance techniques, certification and calibration of water meters to reduce water losses, and a progressive rate structure. The City of Coconut Creek also incorporates Florida friendly landscaping, which is landscaping or gardening that reduces or eliminates the need for supplemental water supplies from irrigation. This is accomplished by using Florida-friendly Landscaping™ principles that promote water and energy conservation while creating a climate resilient landscape.

~~Broward County is also focusing on a wider range of issues as they tackle topics that include:~~

- ~~1. Climate Impact.~~
- ~~2. Everglades and Lake Okeechobee Minimum Flows and Levels (MFLs).~~
- ~~3. Surficial Aquifer System and Limited Water Availability.~~
- ~~4. Ocean Outfall Program and Reclaimed Water Options.~~

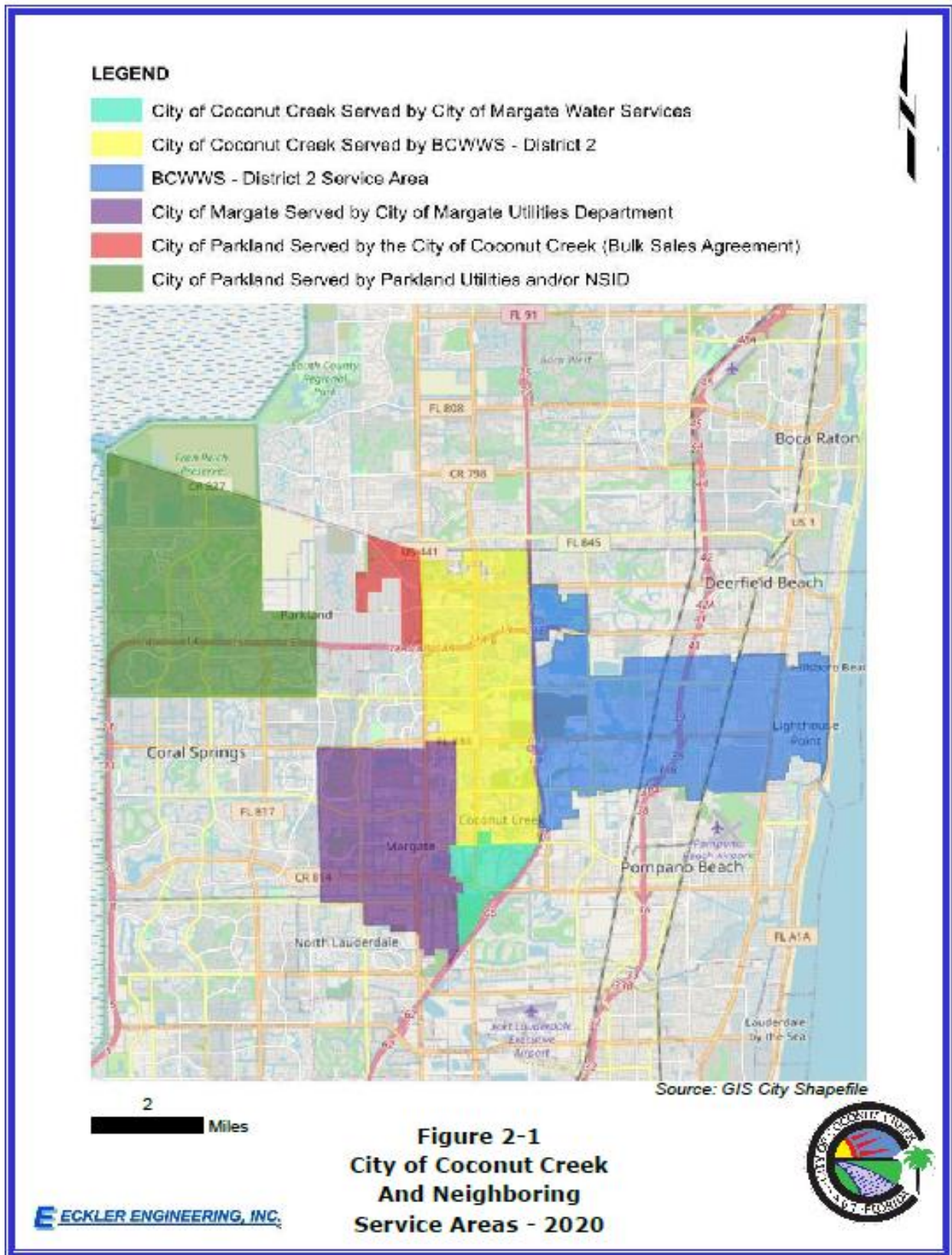
## SECTION 2 – BACKGROUND INFORMATION

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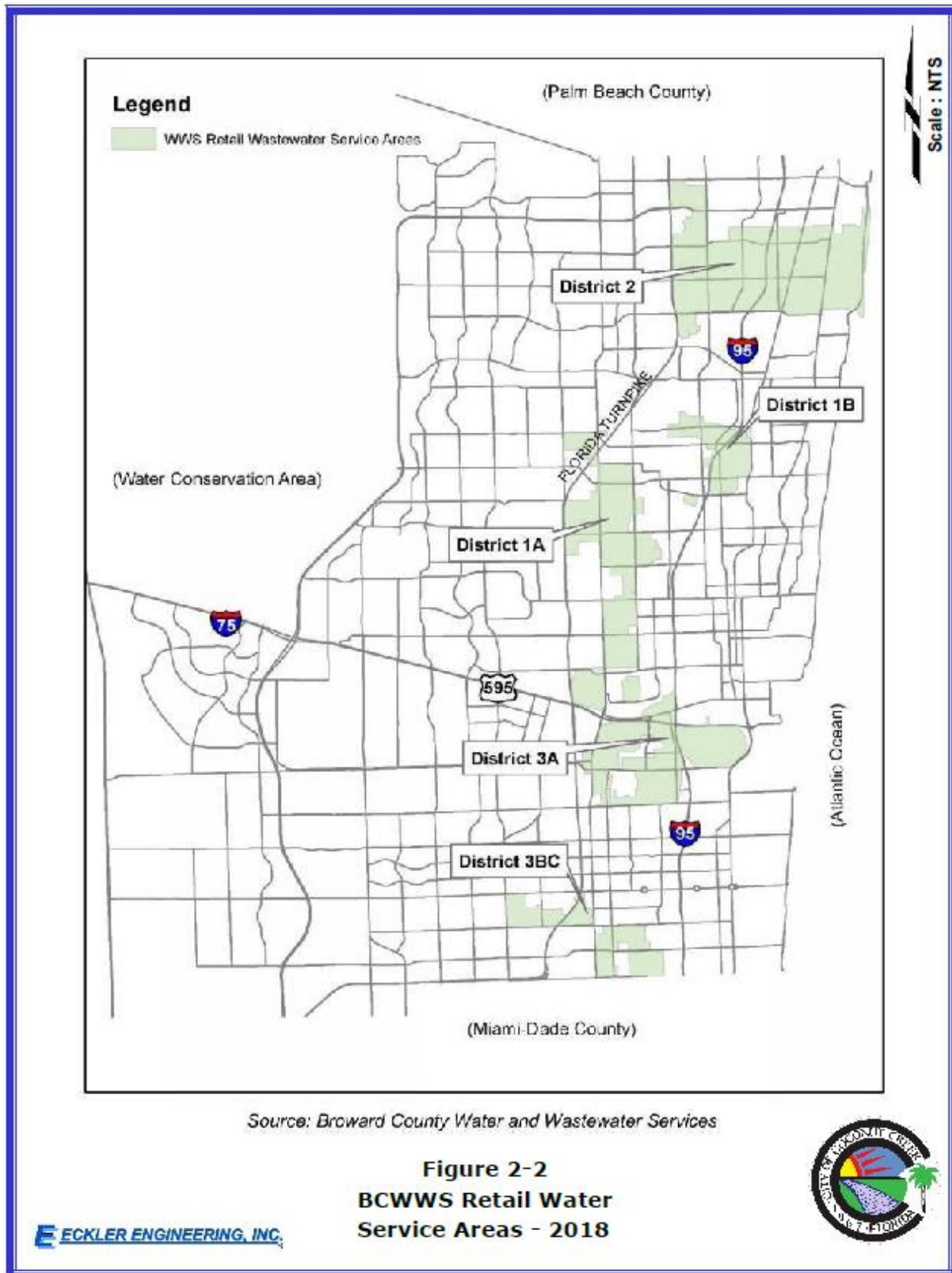
~~Climate impact proves to be the biggest concern as it is predicted to affect sea level rise, saltwater intrusion, extreme weather events, and infrastructure development. These factors have a huge effect on the Broward County territory and beyond.~~

~~Greater detail of these issues can be seen in the Broward County 20-Year Water Supply Facilities Work Plan.~~

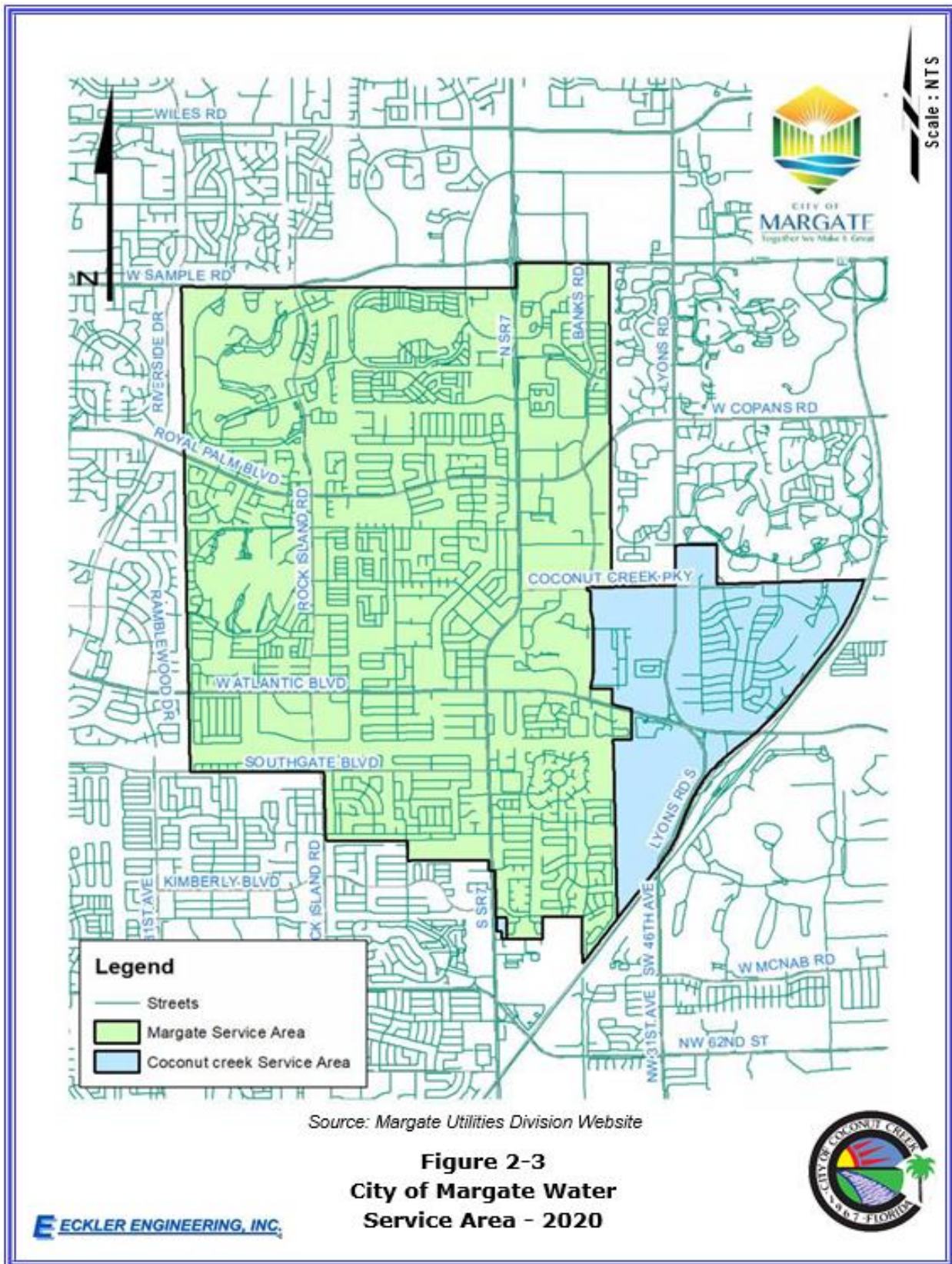
## SECTION 2 – BACKGROUND INFORMATION



# SECTION 2 – BACKGROUND INFORMATION

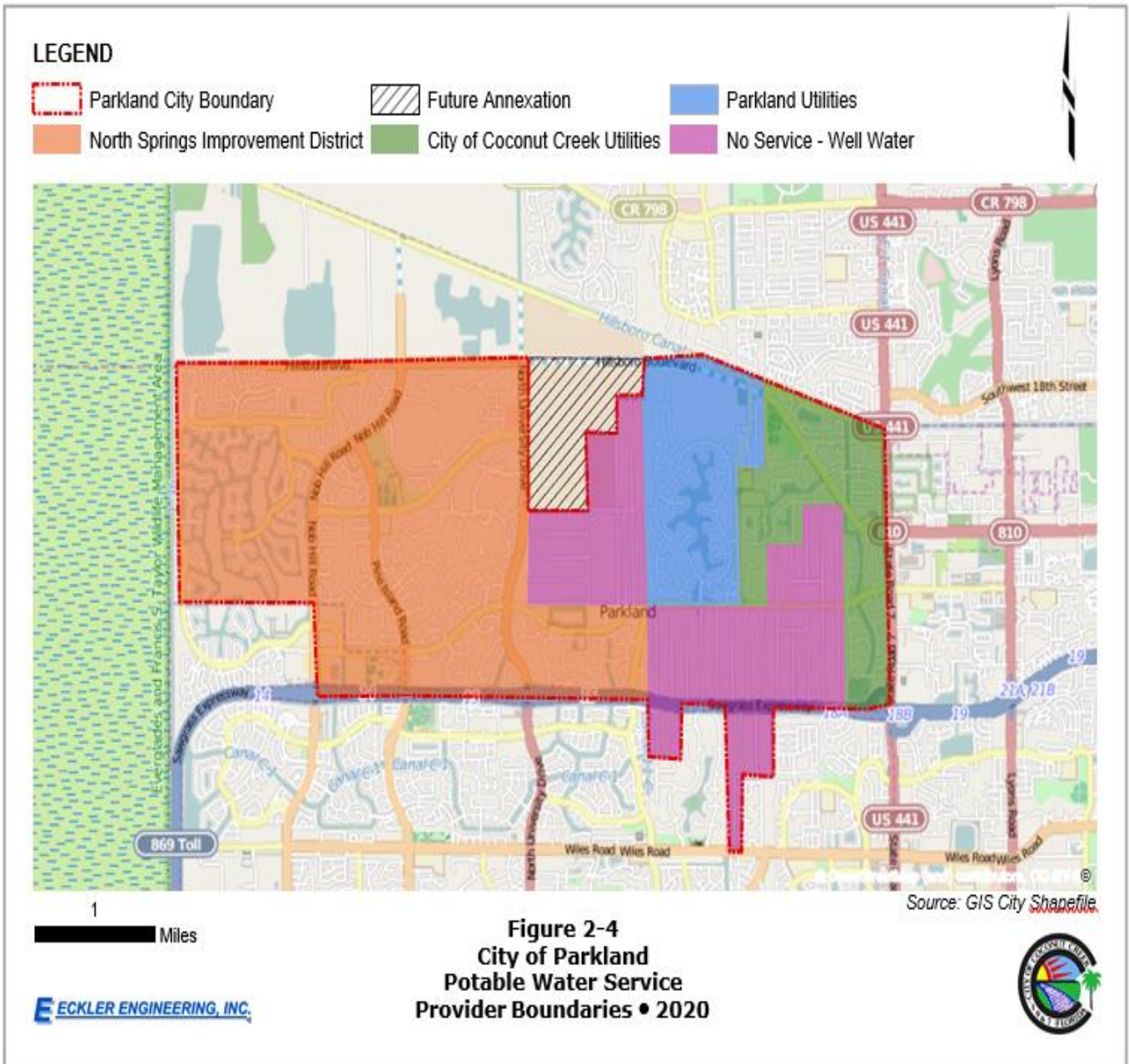


# SECTION 2 – BACKGROUND INFORMATION





## SECTION 2 – BACKGROUND INFORMATION



## SECTION 3 – DATA AND ANALYSIS

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### Section 3 – Data & Analysis

#### 3.1 Purpose

The intent of the data and analysis section of the Work Plan is to describe information that local governments need to provide to State planning and regulatory agencies as part of their proposed Comprehensive Plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity. Additionally, population projections should be reviewed for consistency between the County and SFWMD's Water Supply Plans.

Within this section, level of service (LOS), raw water projections, and finished water projections will be calculated to show demands up until 2040. This data analysis will be performed for the City of Coconut Creek.

The County services the City of Coconut Creek inclusive of the area within the City limits north of Coconut Creek Parkway except Coconut Creek High School and other locations delineated on Figure 2-1 by all other utilities~~Mecca Farms in unincorporated Broward County. Also serviced are Country's Point, Bennington, Castle Rock, Cypress Trail, FPL Substation, Louis Commercial, Mayfair, Mecca Commercial, Parkwood 9, Terramar One and Two, and The Lakes developments located in the City of Parkland. Mecca Farms and the developments within Parkland are on the City's west municipal boundary.~~

#### 3.2 Population Information

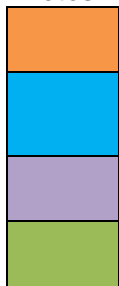
The BCWWS District 2 is responsible for supplying water to the majority of the City of Coconut Creek. The City of Margate also serves the southern portion of the City of Coconut Creek south of Coconut Creek Parkway. The City of Coconut Creek in turn serves the eastern portion of the City of Parkland. ~~To project out the population for the entire City of Coconut Creek, a growth rate of .6% was averaged for the growth rate throughout the existing years of 2015 to 2020. That percent increase was then applied after 2020 up to 2040.~~ A compilation of these existing and future population figures are shown in Table 3-1, Population Projection for Entities Serving the City of Coconut and CCUD Service Area.

## SECTION 3 – DATA AND ANALYSIS

**Table 3-1  
Projections for Entities Serving City of Coconut Creek and CCUD Service Area**

Year	Populations (Served by)		Populations (Served)	
	BCWWS Area - District 2	City of Margate	City of Parkland	City of Coconut Creek Population
2020	58,513	4,946,310	9,607	61,291
2021	58,633	4,935	9,607	61,597
2022	58,753	4,925	9,607	61,902
2023	58,872	4,914	9,607	62,208
2024	58,992	4,904	9,607	62,513
2025	59,112	4,893,658	9,607	62,819
2026	59,579	4,893	9,607	63,201
2027	60,046	4,893	9,607	63,582
2028	60,513	4,894	9,607	63,964
2029	60,980	4,894	9,607	64,345
2030	61,447	4,894,051	9,607	64,727
2031	61,741	4,909	9,607	65,120
2032	62,035	4,924	9,607	65,513
2033	62,329	4,939	9,607	65,906
2034	62,623	4,954	9,607	66,299
2035	62,917	4,969,281	9,607	66,692
2036	63,125	4,966	9,607	67,097
2037	63,334	4,962	9,607	67,502
2038	63,542	4,959	9,607	67,907
2039	63,751	4,955	9,607	68,312
2040	63,959	4,952,478	9,607	68,717

**Notes:**



- Cells in Orange Color are projections for the City of Coconut Creek served by BCWWS - District 2 obtained from the County's Water Supply Work Plan (2020).
- Cells in Blue Color are projections for the City of Margate serving Coconut Creek obtained from the Draft Margate Water Supply Facilities Work Plan, dated April 24, 2020 ~~City of Margate's Comprehensive Work Plan (2015).~~
- Cells in Purple Color are projections for the City of Parkland served by Coconut Creek obtained from the Parkland's Water Supply Facilities Work Plan, dated February 6, 2020 ~~Comprehensive Plan (2016).~~
- Cells in Green Color are projections for the City of Coconut Creek Service Area obtained from the historical U.S. Census Bureau used to project from (as of 2020).

### 3.3 Population and Finished Water Demand Projections by City Utility Service Area

Several areas within Broward County are serviced by BCWWS - District 2, including Coconut Creek, which is supplied by the BCWWS - District 2 and the North Regional Wellfields. Seven (7) wellfields draw raw water from the Surficial Aquifer System (SAS)

## SECTION 3 – DATA AND ANALYSIS

with a total design capacity of 27.1 MGD. Raw water is treated at the BCWWS - District 2 WTP prior to distribution to Coconut Creek. Pursuant to the SFWMD Consumptive Use Permit No. 06-01634-W for the combined BCWWS - District 2 and North Regional Wellfields, the maximum monthly and average annual daily withdrawals allowed from the SAS are 585.2 MGD and 17.5 MGD, respectively. A maximum monthly allocation of 152.8 MGD and 4.6 MGD average daily allocation from the Floridan aquifer are also permitted. The projections shown are through the year 2040 and they represent the entire District 2 population. Finished and Raw Water demand data is not specifically provided for the City of Coconut Creek nor the City of Parkland in the BCWWS Work Plan. The data in Table 3-2 below include the overall BCWWS District 2 population, which includes the City of Coconut and its water customer, the City of Parkland. This data is based on the most up-to-date and readily available data and analysis. The population estimates and projections of the finished water demand presented in Table 3-2, Finished and Raw Water Projected Demands for District 2 and Coconut Creek, show sufficient water supply capacity exists during the planning period of years 2020 to 2040 and no alternative water supply projects will be needed in the near future. ~~The projections shown are through the year 2040.~~

**Table 3-2  
Finished and Raw Water Projected Demands for BCWWS District 2 and Coconut Creek**

Information		Finished Water			Raw Water Source - SAS			Treatment Capacity = 30.3 MGD	SAS Raw Water
Planning Year	Population	Level of Service = 119.0 GPCD			Level of Service = 124.0 GPCD				Avg Day Allocation = 17.5 MGD
		Max/Avg Day Ratio = 1.3			Max/Avg Day Ratio = 1.1				
		Average Day (MGD)	Maximum Day (MGD)	Average Month (MGM)	Average Day (MGD)	Maximum Day (MGD)	Average Month (MGM)	Treatment Surplus/Deficit <sup>1</sup> (MGD)	Avg Day Surplus/Deficit <sup>2,3</sup> (MGD)
2015	110,278	13.12	17.06	400	13.67	15.04	417	15.26	3.83
2020	113,023	13.45	17.48	410	14.01	15.42	427	14.88	3.49
2025	114,814	13.66	17.76	417	14.24	15.66	434	14.64	3.26
2030	119,226	14.19	18.44	433	14.78	16.26	451	14.04	2.72
2035	121,410	14.45	18.78	441	15.05	16.56	459	13.74	2.45
2040	122,631	14.59	18.97	445	15.21	16.73	464	13.57	2.29

Source: BCWWS Work Plan, Table WS17- District 2 Actual and Projected Finished Water Demands, dated April, 2020.

**Notes:**

1. Treatment Capacity minus Maximum Day Finished Water
2. Raw Water Average Day Allocation minus Average Day Raw Water Demand
3. Parentheses indicate a deficit.

### 3.4 Water Supply Provided By Local Government

The City of Coconut Creek owns the potable water distribution system that serves the area north of Coconut Creek Parkway and those areas outside the City limits. The City of Coconut Creek does not own any treatment facilities. Moreover, the Broward County Board of County Commissioners exercises exclusive jurisdiction, control, and supervision of the Retail Utility System, while BCWWS is the County's organizational unit with direct

## SECTION 3 – DATA AND ANALYSIS

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responsibility. Potable water is pumped from the BCWWS - District 2 WTP and metered at three master stations in Coconut Creek.

The City of Margate provides potable water to the portion of Coconut Creek south of Coconut Creek Parkway and to Coconut Creek High School.

The following information was provided by the 2020 Broward County Water Supply Facility Work Plan as well as the [Draft](#) City of Margate 10-Year Water Supply Facilities Work Plan.

### 3.4.1 Broward County Water and Wastewater Services: District 2

BCWWS - District 2 provides finished water to portions of the cities of Deerfield Beach, Lighthouse Point, Pompano Beach and the majority of Coconut Creek. BCWWS - District 2 supplies water primarily to retail customers but also provides water to the City of Coconut Creek under a resale agreement. [The City of Coconut Creek entered into an interlocal agreement with BCWWS in April 2016 to receive up to initially 1.4 MGD of reclaimed water with a long-term expectation of 3 MGD. Two connections were established to serve Coconut Creek.](#) The City has no advantage in developing its own treatment facilities and is prohibited from buying or providing water within its service area from any source outside of the County. BCWWS - District 2 is supplied by the North Regional Wellfields, which draw raw water from the Surficial Aquifer System (SAS). Raw water is treated by the BCWWS - District 2 Water Treatment Plant prior to distribution to retail customers and the City of Coconut Creek.

### 3.4.2 City of Margate

The City of Margate provides water and wastewater services to residents located within the city limits of the City of Margate and the southern portion of the City of Coconut Creek. The City of Margate system includes a 13.50 MGD water treatment plant with associated Biscayne Aquifer raw water supply wells and two aboveground storage tanks with a combined capacity of 3.9 MG. There is also a remote 2.0 MG water tank facility. Margate has a total of 1,273 service connections with Coconut Creek.

#### 3.4.2.1 Existing Withdrawal Facilities for the City of Margate

The City of Margate is permitted by the SFWMD to extract raw water from the Biscayne Aquifer through the use of 12 water supply wells.

#### 3.4.2.2 Existing Water Treatment Plant and Water Storage Facilities for the City of Margate

The treatment plant is split into two parallel treatment trains that each consist of cascade aerators to oxidize iron and manganese, and remove hydrogen sulfide and carbon dioxide. Water is then treated through a single

## SECTION 3 – DATA AND ANALYSIS

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lime softening unit to reduce hardness and finally through a four-bay filter unit consisting of granular media and activated carbon. Disinfection is achieved by chlorination and the treated water is collected in a clear well before being transferred to ground storage tanks on-site.

The water treatment plant has a 1.9 MG steel tank and 2.0 MG concrete tank on-site. A third remote 2.0 MG tank is located approximately 2 miles from the plant in the northern portion of the City's of Margate's service area.

## SECTION 3 – DATA AND ANALYSIS

### 3.5 Level of Service

#### 3.5.1 City of Coconut Creek Service Area

The City of Coconut Creek carefully monitors its water source and services to ensure the highest level of quality. Regulation requirements exist for the quality of finished water from a water treatment plant. The level of service (LOS) is a quantitative measure of a given City function that are adopted into Comprehensive plans to meet water demand as developments occur. The LOS for the City of Coconut Creek has been adopted from the BCWWS Water Supply Facility Work Plan. The LOS standard adopted by the City of Margate for their potable water facilities has been adopted from the draft Margate Work Plan as well. The CCUD is the entity that provides water to a portion of the City of Parkland and has an LOS of 119 GPCD, as shown in the City of Parkland's ~~2016 Comprehensive Plan Work Plan adopted on November 18, 2020. All customers within the service areas of NSID and CCUD have a potable water generation rate of 350 GPD per Equivalent Residential Connection (ERC).~~

The City of Coconut Creek shall adopt the following level of service standards varying by water service provider:

- City of Coconut Creek Service Area in Parkland is 119 gpcd;
- City of Coconut Creek – BCWWS District 2 is 112 gpcd;
- City of Margate – Coconut Creek Customers is 98.3 gpcd. .

#### 3.5.2 Broward County Water and Wastewater Services - District 2

As stated in the BCWWS Water Supply Facility Work Plan (BCWSFWP), BCWWS has parameters in place to determine and establish the LOS. Table 3-5-3 shows the LOS standards for each facility type as reported in the BCWSFWP. Municipal demand projections were estimated based on the actual 2015 use and the 5-year historic gallons per capita day of 112 gpcd was applied to 2020 through 2040 populations to calculate demand and establish the level of service. Additionally/Therefore, the potable water LOS standard of ~~115-112~~ GPCD was established for Broward County and shall be adopted for the City of Coconut Creek. Source: Table WS13 BCWWS Retail Potable Water Level of Service Standards 1.

**Table 3-3**  
**BCWWS ~~Retail and City of Coconut Creek~~ Potable Water Level of Service Standards**

## SECTION 3 – DATA AND ANALYSIS

<i>Facility</i>	<i>Level of Service Standard</i>
<u>District 2 LOS</u>	<u>112 (gpcd)</u>
Raw Water Supply	Maximum Day Plus In-Plant Use
Treatment Plant	Maximum Day
Finished Water Storage	40% of Maximum Day demand to cover operational (10%) and emergency (30%) storage; plus fire protection storage of 630,000 gallons (3,500 GPM for 3 hours)
Transmission/Distribution System	The most stringent of: Peak Hour at 45 psi residual pressure, or Maximum Day Plus Fire Flow at 25 psi residual pressure.

**Source: Table WM-1 BCWWS Work Plan, Retail Potable Water Level of Service Standards, dated April, 2020.**



## SECTION 3 – DATA AND ANALYSIS

### 3.5.2 City of Margate

~~The LOS standards for the City's of Margate's potable water facilities is the average per capita water use over the five year period 2015 to 2019 is 98.3 gallons per day. This measurement was also used to prepare the forecast of treated water demand through 2040 of 335 GPD/ERC for capacity, and 3,000 GPM with 20 psi residual pressure for storage and distribution, are adopted and currently utilized to assess adequacy of service, The City of Coconut Creek shall adopt the City of Margate's LOS standard of 98.3 gpcd based on the City's of Margate's Draft Work Plan, dated April 24, 20202015 Comprehensive Plan. The data used to determine this LOS standard is based on the most up-to-date and readily available data and analysis from the Draft City of Margate's Work Plan.-~~

### 3.6 Conservation

This section includes a narrative of information that describes applicable regional or county issues, and City of Coconut Creek specific actions, programs, regulations, or opportunities. Identified are any local financial responsibilities as detailed in Capital Improvements Element (CIE) or Capital Improvements Schedule (CIS).

#### 3.6.1 Local Government Specific Actions, Programs, Regulations, or Opportunities

~~The City of Coconut Creek has implemented a number of water conservation elements, including utility leak detection programs, water conservation based rate structures, Florida-friendly Landscaping™, retrofits, and public information programs. Although water use reduction data is not available to the City of Coconut Creek for these individual programs, overall water use efficiency has increased pursuant to the analysis in the Draft Margate 2020 Work Plan and the 2020 BCWWS District 2 Work Plan. In Margate's service area, including portions of Coconut Creek,~~

A summary of each of these elements is provided below-

#### Broward Water Partnership Water Conservation and Incentives Program

The City has joined with 17 other local governments and water utilities to become a member of the Broward Water Partnership's Water Conservation and Incentives program referred to as "Conservation Pays" providing rebates, and free water-conserving devices to qualifying water customers. Water users in a Partner Community qualify for a \$100 rebate on a WaterSense® High Efficiency Toilet (HET). The Broward Water Partnership offers toilet rebates, free WaterSense® labeled showerheads and faucet aerators. Plus, for commercial kitchen, pre-rinse spray valves. The City's website has an entire page devoted to water conservation with links to this program.

## SECTION 3 – DATA AND ANALYSIS

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### Restrictions on Permitted Water Use

The City of Coconut Creek fully supports the regulations and recommendations placed forward by the SFWMD. The City's Land Development Code Section 13-444(b)6, or as amended, Irrigation Regulations, states that water application rates shall not be applied more frequently than as mandated by the South Florida Water Management District. This section also outlines requirements for coverage, control systems, use of nonpotable water, operational periods, enforcement, penalties, permits, and maintenance. The City's regulations are consistent with the guidance from the SFWMD.

The City is currently in the process of updating the Landscape Ordinance, which will include additional language requiring consistency with Florida Administrative Rule (F.A.C.) 40E-24.201 (1)-(6), the two-day/week irrigation restrictions; F.A.C. 40E-24.401 which covers the enforcement provision; and F.A.C. 40E-24.501, which is the variance provision. The City worked with SFWMD staff on how to incorporate these F.A.C. rules into the City's Landscape Ordinance. That way when they are amended from time to time, no time consuming ordinance amendments would be required by the City. The City's Utility and Engineering Department's website has a direct link to the SFWMD's website titled: "Lawn Watering Restrictions."

In addition, the City of Coconut Creek adheres to the irrigation ordinance placed forward by Broward County under Chapter 36, "Water Resources and Management," Article II, "Water Emergencies," Section 36-55, "Restrictions on Landscape Irrigation, Year-round Landscape Irrigation Measures," of the Broward County Code of Ordinances. This imposes year-round, county-wide landscape two day/week irrigation restrictions. These ordinances are applicable to the City of Coconut Creek and are incorporated into the City's Landscape Ordinance in Section 13-444(b)(6)g titled "Operation of Irrigation Systems," or as amended.

### Utility Leak Detection Program

The City of Coconut Creek maintains a leak detection program utilizing surveillance techniques, certification and calibration of water meters to reduce water losses.

### Use of Florida-Friendly Landscaping Principles

On February 14, 2014, Broward County Board of Commissioners approved a new water efficient landscape code located in Chapter 39, "Zoning", Article VIII, "Landscaping for Protection of Water Quality and Quantity", of the Broward Code of Ordinances. This code reflects the NatureScape Broward program principles that promote water and energy conservation while creating a climate resilient

## SECTION 3 – DATA AND ANALYSIS

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landscape. This is in effect for the unincorporated areas of Broward County and individual municipalities are adopting as a model landscape code. This program has developed nine principles for sustainable landscape:

1. Right plant, right place
2. Water efficiently
3. Fertilize appropriately
4. Mulch
5. Attract wildlife
6. Manage yard pests responsibly
7. Recycle yard waste
8. Reduce storm water runoff
9. Protect the waterfront

### Requirement of Ultra-Low Volume Plumbing in New Construction

The City of City of Coconut Creek has adopted the South Florida Building Code which requires water conservation fixtures and low flow volume irrigation as stated in Chapter 39, Broward County Code of Ordinances, Article VII.

### Water Conservation Based Rate Structure

The City of Coconut Creek initiated a progressive rate structure which includes a three-tier structure for residential users and a two-tier structure for commercial and irrigation users. Pursuant to reports from the City's Utilities and Engineering Division, over the past 5 years, water usage rates have increased slightly. At this time, the City of Coconut Creek does not anticipate changing the rate structure. Automatic tier adjustments are imposed for formally declared water restrictions as stated in Chapter 34, Broward County Code of Ordinances, Article III.

### Rain Sensor Overrides for New Lawn Sprinkler Systems

Broward County's "Landscaping for Protection of Water Quality and Quantity", Ordinance is codified in the Broward County Code of Ordinances Section 39-79. Subsection 39-79(b)(11) includes the requirement for the location and specification of controllers of rain shut-off devices and soil moisture sensors as part of the landscape plan.

### Public Information Program

The City of Coconut Creek is expanding the existing public education and

## SECTION 3 – DATA AND ANALYSIS

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information program through water conservation curriculum and presentation program for schools, community and neighborhood workshops that encourage and educate the public about water conservation and presentation to homeowners associations. The BCWWS will coordinate with other Broward County agencies to develop public service announcements via radio, television, billboards, and newspapers to inform water users about current restrictions, events, programs and efforts of water conservation. [The City created a website a water conservation website: \(https://coconutcreek.net/utilities-and-engineering/water-conservation\).](https://coconutcreek.net/utilities-and-engineering/water-conservation) –

### 3.6.2 Regional and Countywide Issues

In an effort to achieve water conservation goals, the City of Coconut Creek participates in the South Florida Water Management District's Water Savings Incentive Program (SIP). The SIP is a grant program that provides funding for communities to implement conservation programs.

In 2004, the City of Coconut Creek received a \$10,000 grant to install automatic flushing devices at the water distribution system dead ends. In 2006, the City was awarded a \$48,000 grant to construct a vehicle wash station that recycles and reuses water. The City was also granted \$2,500 to install pre-rinse spray valves at food service facilities that yields an annual water saving of 2 million gallons.

### 3.7 Wastewater Reclamation and Reuse

Presently, all raw sanitary sewer flows collected in the City of Coconut Creek are pumped to Broward County for treatment and ultimate disposal at the Broward County North Regional Wastewater Treatment Plant (BCWWT).

BCWWS operates the BCWWT located in the City of Pompano Beach. The facility has an FDEP-permitted capacity of 95.00 MGD and provides wastewater services for northern Broward County. In 2018, the annual average daily wastewater flow at the facility was 71.7 MGD. Approximately 4.0 MGD of the treated wastewater is reused at the facility or at adjacent facilities for irrigation, process, or cooling water.

Most of the treated wastewater was disposed of via deep injection wells and ocean outfall. Of the water sent to the ocean outfall, an average 1.35 MGD was captured by the City of Pompano Beach in 2010 for further treatment and reuse. Overall, water reuse at the facility was approximately six percent (6%) of the wastewater treated at the facility.

The primary users of reuse water are Broward County Septage Receiving Facility, Broward County North Regional WWTP, Pompano Beach Park of Commerce and Wheelabrator Environmental Services.

Based on historic flows to the ocean outfall, the facility is required to reuse 21.45 MGD of treated wastewater by 2025 to comply with the 2008 Ocean Outfall statute (Section

## SECTION 3 – DATA AND ANALYSIS

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403.086(910), F.S.). The BCWWS is promoting collaborative regional water supply strategies to meet the required 60 percent water reuse by 2025. BCWWS has developed a regional reuse master plan and is working towards amended County ordinance(s) for the establishment of mandatory reuse zones.

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## SECTION 3 – DATA AND ANALYSIS

### 3.7.1 Local Government Specifications, Programs, Regulations, or Opportunities

In 2006, the City of Coconut Creek completed a Regional Water Management Master Plan (RWMMP) that focused on urban uses served by the City's water system. The City focused on irrigation for reclaimed water utilization even though reclaimed water use includes industrial applications such as car washes and environmental restoration. An inventory of all available irrigable green space in the City for potential use of reclaimed water was identified and includes roadway median and shoulders, public facilities such as City Hall, school grounds, athletic fields, municipal and county parks, and golf courses.

### 3.7.2 Regional and Countywide Issues

BCWWS continues to investigate means to increase its reclaimed water usage, both as a method to meet future water needs and the requirements of the 2008 Ocean Outfall Program requirements. BCWWS is partnering with Palm Beach County Water Utilities Department to send reclaimed water into southern Palm Beach County for irrigation. Some irrigation customers will be included in northern Broward County as the reclaimed water is sent northward. BCWWS is also in the process of extending reclaimed water to the Pompano Highlands neighborhood for irrigation. The City of Coconut Creek, which is within the North Regional Wastewater Treatment Plant's (WWTP's) service area, installed infrastructure to accept reclaimed water from the facility, primarily for irrigation. The City of Pompano Beach, which takes treated wastewater from the County's ocean outfall pipeline, is expected to continue expanding its reclaimed system. Potential end users include: City of Coconut Creek, Pompano Highlands, potential larger users (e.g., golf courses, parks, and schools).

### 3.7.3 Identify Local Financial Responsibilities as Detailed in the CIE or CIS

Broward County has offered to provide up to 2 MGD of reclaimed water to the City to satisfy the demand identified in the City's reclaimed water master plan. A 16-inch main line has been installed by Broward County on Wiles Road to N.W. 39th Avenue. From that point, the City is responsible for constructing and maintaining the distribution system. Phase 1, the extension to Sabal Pines Park, was completed in FY12. The second phase consists of extending the reclaimed water line from N.W. 39th Avenue to the Main Street area at an estimated cost of \$1,000,000. An independent planning study to construct reclaimed water lines from Wiles Road to Serko Boulevard on Lyons Road was completed at a cost of \$120,000. The City secured a \$60,000 grant from Broward County Environmental Protection and Growth Management Department for the study, which required a 50% match from the City. The City is seeking grants through the South Florida Water Management District and the State of Florida to offset some of the costs.

## SECTION 4 - CAPITAL IMPROVEMENTS

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### Section 4 – Capital Improvements

#### 4.1 Capital Improvements

The Work Plan identifies and addresses:

- All public, private, and regional water supply facilities needed within jurisdiction.
- All public and private projects and programs necessary during the next five (5) years, or beyond in some cases, to achieve and maintain adopted LOS standards, and reflect the identified projects and programs in the City of Coconut Creek’s Five-Year Schedule of Capital Improvements. This includes any inter-local or development agreements needed to address the costs of capital improvements, the funding source, populations to be served, and the construction timeline.

#### 4.2 Work Plan Projects

Table 4-1, Projects Anticipated during FY 2020, 2021, 2022, 2023, and 2025, 2026 shows the projects that the City of Coconut Creek is planning and will be implementing for the next five years. Projects were retrieved from the City’s 2020, 2021, 2022, and 2023 adopted 5-year Capital Improvement Program budgets. Considering that this work plan’s completion was delayed, the C.I.P. programs in Table 4-1 are being provided beyond the 5 year planning horizon in order to capture the most recent, best available data from the City of Coconut Creek.

## SECTION 4 - CAPITAL IMPROVEMENTS

**Table 4-1  
CCUD Recommended Capital Improvement Program**

PROJECTS	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	<u>FY 2025</u>	<u>FY 2026</u>
Water Distribution System Improvement Program	\$450,000	\$200,000	\$200,000	\$200,000	\$200,000	<u>\$200,000</u>	<u>\$200,000</u>
Water Meter and Box Replacement Program	\$125,000	\$125,000	\$125,000	\$75,000	\$75,000	<u>\$75,000</u>	<u>\$75,000</u>
Water Valves Replacement Program	\$100,000	\$100,000	\$200,000	\$200,000	\$200,000	<u>\$200,000</u>	<u>\$200,000</u>
Water Meter Connection Lines Retrofit Program	\$150,000	\$100,000	\$250,000	\$250,000	\$250,000	<u>\$250,000</u>	<u>\$250,000</u>
<u>Vinkemulder Road Improvements</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$4,000,000</u>	<u>\$0</u>	<u>\$0</u>

**Source: Fiscal Year City of Coconut Creek Adopted Budgets FY20, FY21, FY22, FY23.**

### **City of Margate Draft Work Plan**

The latest draft of Margate’s Work Plan identifies a water and sewer line replacement project in the City of Coconut Creek. In order to meet the demands for future water supply, which will also benefit the areas served in Coconut Creek, the City signed an agreement for capacity allocation for Phase 1 of the C-51 Reservoir. The agreement provides that the City will contribute its pro-rata share of the capital and maintenance costs in exchange for a contractual allocation of two million gallons per day of the permitted storage capacity in the Phase 1 Reservoir.

Other than capacity from the C-51 Reservoir, all capital improvement items are intended to



## SECTION 4 - CAPITAL IMPROVEMENTS

replace and rehabilitate the existing water infrastructure as components reach the end of their useful life. To that end, Margate is planning a multi-million dollar water and sewer line replacement in the portion of the City that is within the City of Margate's water service area in [Coconut Creek](#).

**Table 4-1-1 City of Margate Five-Year Capital Improvement Program for Water Service**

Item	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total Five-Year
Water Line Replacement	\$2,450,000	\$950,000	\$950,000	\$950,000	\$950,000	\$6,250,000
Computer Equipment	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Water & Wastewater Equipment	\$459,500	\$551,500	\$406,500	\$489,000	\$324,000	\$2,230,500
Install Water Meters/Service Connections	\$750,000	\$750,000	\$150,000	\$150,000	\$150,000	\$1,950,000
Electronic Meter Reading	\$600,000	\$300,000	\$100,000	\$100,000	\$100,000	\$1,200,000
Rehabilitate Raw Water Wells	\$60,000	\$90,000	\$30,000	\$60,000	\$30,000	\$270,000
Replace all (16) mag meters	\$60,000	\$0	\$0	\$0	\$0	\$60,000
Upgrade Telemetry system	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
Rehabilitate Generator Systems	\$120,000	\$60,000	\$0	\$0	\$0	\$180,000
4-Log Implementation	\$0	\$0	\$250,000	\$3,000,000	\$0	\$3,250,000
Water Main / Force Main Control Improvements	\$200,000	\$200,000	\$200,000	\$225,000	\$225,000	\$1,050,000
Rehabilitate DEES Administration Building	\$550,000	\$40,000	\$0	\$77,500	\$365,000	\$1,032,500
Aerial Utility Crossings	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Emergency Interconnect	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Repair Water Treatment Plant Accelerators	\$450,000	\$0	\$0	\$0	\$0	\$450,000
Rehabilitate Backwash Holding Tank	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Rehabilitate Water Treatment Plant Filters	\$400,000	\$0	\$0	\$0	\$0	\$400,000
SCADA System Upgrades	\$650,000	\$500,000	\$0	\$0	\$0	\$1,150,000

## SECTION 4 - CAPITAL IMPROVEMENTS

C-51 RESERVOIR CAPACITY ALLOCATION	-	-	-	\$9,200,000	-	-
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Source: Total - Budgeted Items from "City of Margate FY 2020 Adopted Budget and Five-Year Capital Improvement Program". Some items include the costs associated with both water and wastewater service. C- 51 Reservoir Capacity Cost Share is from "Agreement for Capacity Allocation of the Phase 1 of the C-51 Reservoir, City of Margate".

### **BCWWS Work Plan.**

A review of the BCWWS Work Plan proposed Capital Improvements Table WS30 from the Work Plan shows that no projects are planned within the City of Coconut Creek nor do they directly impact the City of Coconut Creek's water supply planning. However, the two projects below indirectly benefit the City of Coconut Creek's water supply planning efforts by expanding the District 2 BCWWS water treatment plant and identifying, but not funding (per BCWWS work plan), the District 2/North Regional Wellfield C-51 Reservoir Project Phase I Recharge.

**Table 4-1-2 – BCWWS Potable Water Supply Development Projects Related to Coconut Creek**

#### **FLORIDAN AQUIFER SYSTEM**

<u>Implementing Entity</u>	<u>Project Name</u>	<u>Project Description</u>	<u>Project Capacity (MGD)</u>	<u>Total Capital (\$M)</u>	<u>Est. Date Complete</u>
BCWWS	<u>District 2 Water Treatment Plant Expansion</u>	<u>Construct Floridan Aquifer System water supply wells, connecting water transmission main, and RO treatment facility</u>	<u>6.00</u>	<u>33.3</u>	<u>2026</u>

#### **NONPOTABLE - STORAGE/ASR**

BCWWS	<u>District 2/ North Regional Wellfield 51 Reservoir Project Phase 1 Recharge Offset</u>	<u>BCWWS and PBA agreement for capacity allocation in C-51 Reservoir Project Phase 1 for BCWWS North Regional Wellfield (not yet under CUP)</u>	<u>3.00</u>	<u>13.8</u>	<u>2026</u>
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Table WS30 Proposed Potable and Non-Potable Public Water Supply Development Projects Listed in SFWMD 2018 LECWSP Update

### **Private Development Projects.**

#### **1. C-7 Interconnect Project and the City's MainStreet Development Project.**

As a part of the regional project for the C-51 reservoir project, secondary canal integration remains a relatively attractive urban water management strategy given the vast network of canals that exist in Broward County and the relatively inexpensive infrastructure (culverts, pumps, etc.) required to implement greater integration of the system. Just north of Sample Road in the Coconut Creek, the City's MainStreet private development project will coincide with development of this connection. The basin divide control structure is

## SECTION 4 - CAPITAL IMPROVEMENTS

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being constructed with the development of the parcel just to the north of Sample Road. The interconnect will be complete when the final canal segment is built with the development of the remaining farmland in the City's MainStreet development project. At this time, there are no cost projections or a timeline for the completion of this project.

## Section 5 – Goals, Objectives & Policies

This section of the work plan will review the City’s current Comprehensive Plan for Goals, Objectives, and Policies (GOPs) that support the City’s work plan and identify GOPs that will need to be amended. The proposed amendments will be shown here as well below.

There are numerous ~~Goals, Objectives, and Policies (GOPs)~~ GOPs found within the City of Coconut Creek’s Comprehensive Plan, which support the City’s Water Supply Facilities Work Plan. These GOPs outline how the City maintains consistency with its water service providers, relevant federal state, regional, county, and local agencies, levels of service, infrastructure and capital planning, and conservation efforts. These can be found within the following sub-elements of the City’s Comprehensive Plan:

- Infrastructure (Potable Water)
- Infrastructure (Drainage and Aquifer Recharge)
- Conservation
- Capital Improvements
- Intergovernmental Coordination

Below are the existing and supporting GOPs excerpts from each of these elements that do not require amendment at this time: as modified by this update and adopted as part of this sub-element.

### INFRASTRUCTURE ELEMENT

#### GOAL V-a

Provide for an adequate supply of potable water meeting all federal, state and local quality standards to serve the needs of residents, visitors, and businesses within the City of Coconut Creek and its service area.

#### Objective V-a -1

Continue to coordinate with Broward County and the City of Margate to ensure that the adopted level of service standards for potable water are maintained to meet the City’s current and anticipated demands.

#### Policy V-a-1.1

The City of Coconut Creek shall maintain the large user agreement with Broward County for supply of potable water to the City’s service area. To ensure adequate water supply to Coconut Creek, the City shall monitor the existing water consumption and review the projected future demand with the County on a yearly basis. The City will reimburse the County for treatment plant expansion by payments of water impact fees on a pro-rata share basis.

#### Policy V-a-1.5

Within one year after the adoption by Broward County or the City of Margate of any amendment to the potable water facilities LOS standard which applies to Coconut Creek, the City shall amend the affected LOS standards in the Coconut

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## SECTION 5 – GOALS, OBJECTIVES & POLICIES

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Creek Comprehensive Plan as necessary to maintain consistency.

### **Policy V-a-1.6**

To ensure adequate water supply to the Southcreek area, the City shall monitor the existing water consumption and review the projected future demand with the City of Margate on a yearly basis.

### **Policy V-a-1.7**

The City shall monitor the County's Retail Service Water and Wastewater Master Plan Update, particularly in terms of projected capacity surpluses and deficiencies for the long-term planning horizon and proposed strategies to meet the City's potable water needs.

### **Policy V-a-1.9**

Within 12 months of receiving official communication from the SFWMD of recommended alternative water supply projects which apply to the City, the City shall notify the SFWMD of the projects which will be implemented, the quantity of water to be produced and the status of implementing projects.

### **Policy V-a-1.11**

The City shall report annually to the SFWMD the status of implementation of alternative water supply projects adopted by the City.

### **Objective V-a-3**

Continue to promote conservation of potable water resources and implement specific water conservation programs in order to reduce the average daily per capita water consumption LOS established in Policy V-a-1.4.

#### **Policy V-a-3.1**

The City shall continue to implement Land Development Code provisions which incorporate the strategies, guidelines and regulations of the South Florida Water Management District, the Department of Environmental Protection and other state or federal agencies that protect the ground water and conserve potable water resources, including but not limited to discouraging the use of potable water for landscape irrigation, promoting the use of native species which would minimize the use of water for irrigation, and requiring all potential occupants of industrial parks to have an approved wastewater reuse plan.

#### **Policy V-a-3.2**

The City shall continue to actively cooperate with the efforts of Broward County and the municipalities in the northwest sector of the County to finance and install the infrastructure needed to bring reclaimed water to the City to promote water conservation.

### **Objective V-a-4**

Coordinate ongoing engineering, planning, and development activities to promote the delivery of potable water services in a cost-effective manner to maximize the use of the existing system and discourage urban sprawl. Continue to require the use of

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## SECTION 5 – GOALS, OBJECTIVES & POLICIES

potable water supplied by the City and discourage the use of individual water wells through implementation of the Land Development Code.

### **Policy V-a-4.1**

The City shall continue to maintain and implement Land Development Code provisions, which are consistent with the policies and regulations of the Department of Environmental Protection and Broward County regarding the use of City potable water. Applicants for development permits shall be required to utilize existing potable water facilities where potable water supplies are within one-quarter mile from the proposed subdivision or 100 feet from a single family unit.

### **GOAL V-d**

Eliminate flooding problems, promote the recharge of the Biscayne aquifer, and protect the quality of surface and ground water resources.

### **Objective V-d-5**

Continue to promote the functions of natural ground water recharge areas and natural drainage features. (B.C.P.C. 06.01.00)

### **Policy V-d-5.1**

Continue to use the design criteria established by the Broward County Water Management Division, which require developments to maintain a higher water table in the natural area to preserve the native vegetation.

### **Policy V-d-5.2**

Encourage the use of natural preserve areas for retention/detention purposes for on-site runoff.

### **Policy V-d-5.3**

Continue to implement Broward County and Coconut Creek ordinances that require all new or existing developments preserve natural areas of significant concern for environmental and public purposes.

### **Policy V-d-5.4**

Protect the minimal seasonal flows and the levels of surface watercourses, as established by the South Florida Water Management District. This policy shall be implemented through the work of the Cocomar Water Control District.

### **Policy V-d-5.5**

The City shall cooperate with the efforts of the South Florida Water Management District, Broward County and the Cocomar Water Control District to implement applicable portions of the Lower East Coast Regional Water Supply Plan intended to reduce losses of excess stormwater to tide, recharge the surficial aquifer and Water Preserve Areas, or provide additional storage of surface waters.

## **CONSERVATION ELEMENT**

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## SECTION 5 – GOALS, OBJECTIVES & POLICIES

### GOAL VI

Conserve, protect, and appropriately manage the use of natural resources within Coconut Creek to maintain and enhance environmental quality.

#### Objective VI-4

Continue to reduce average daily per capita water demand.

##### Policy VI-4.1

Continue to contribute to the reduction of water demand by requiring the use of low water use vegetation in Florida friendly landscaping.

##### Policy VI-4.2

Reduce per capita water demand by implementation of a year-round public information and education program promoting residential water conservation.

##### Policy VI-4.3

The City in cooperation with the South Florida Water Management District shall plug abandoned, free-flowing artesian wells.

##### Policy VI-4.4

The City shall require all potential occupants of industrial parks to have an approved wastewater reuse plan.

##### Policy VI-4.5

The City shall cooperate with the South Florida Water Management District's water conservation programs.

##### Policy VI-4.6

The City shall continue to implement emergency water conservation measures and impose penalties for violations in accordance with the water emergency provisions within the Coconut Creek City Code and regulations adopted by the South Florida Water Management District.

##### Policy VI-4.7

The City shall adopt and implement standards for the MainStreet project to encourage water and energy conservation through innovative "green" building techniques.

#### Objective VI-5

Protect and preserve the quality and quantity of surface waters and current and projected water supply sources within the City.

##### Policy VI-5.1

The City shall cooperate with the Broward County Public Health Department, Florida Department of Health and the Broward County Environmental Protection Department to locate and monitor all septic tanks within the City to ensure compliance with effluent standards.

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## SECTION 5 – GOALS, OBJECTIVES & POLICIES

### **Policy VI-5.2**

The City shall continue to implement the stormwater management program established within the Coconut Creek Land Development Code consistent with the standards of the Cocomar Water Control District which includes:

- a. Requirements for creation of storm swale drainage retention systems and canal and shoreline buffer zones adjacent to surface water bodies to utilize natural vegetation as a stormwater run-off filtration mechanism.
- b. General design and construction standards for new developments to reduce pollutant loads that could enter drainage canals or other surface waters.
- c. Cooperation with the monitoring and enforcement of stormwater management systems and treatment practices for compliance with permit conditions established by the South Florida Water Management District or the Cocomar Water Control District.

### **Policy VI-5.3**

The City shall continue to cooperate with Broward County EPD and SFWMD efforts to monitor ground water quality and quantity.

### **Policy VI-5.4**

The City shall continue to prohibit the deposit of solid waste, including industrial waste, that could create a health or environmental hazard upon any lot, park, or in any canal or waterway within the City in order to protect groundwater quality.

### **Policy VI-5.5**

The City shall continue to cooperate with the County in enforcing the County's wellfield protection ordinance.

### **Policy VI-5.7**

The City shall establish and implement standards for development within the MainStreet project to minimize negative water quality impacts from runoff, through the use of such measures as porous paving and "green" roofs.

### **Policy VI-5.8**

The City shall adopt alternative water supply projects as part of a 10-Year Water Supply Facilities Work Plan consistent with the Broward County and Margate Work Plans and the Lower East Coast Regional Water Supply Plan of the South Florida Water Management District.

## **INTERGOVERNMENTAL COORDINATION ELEMENT**

### **GOAL VIII**

Provide accessible, effective and frequent intergovernmental coordination opportunities to identify and implement compatible goals, objectives, and policies regarding development activities and public service provision within the City and its surroundings.

### **Objective VIII-3**



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## SECTION 5 – GOALS, OBJECTIVES & POLICIES

The City of Coconut Creek shall maintain coordination mechanisms with any state, regional, county, or local entities that have either operational or maintenance responsibilities for public facilities that serve the City or establish the level of service standards for the City of Coconut Creek.

### **Policy III-3.1**

The City of Coconut Creek Utilities and Engineering Department shall annually review the water and sewer interlocal Large User agreement with Broward County Water and Wastewater Services (BCWWS) to ensure capacities adequate to maintain established levels of service.

### **Policy VIII-3.4**

The Coconut Creek Utilities and Engineering Department shall provide BCWWS and the City of Margate at least annually with information relevant to the maintenance of established levels of service for water and sewer and the need to amend level of service standards, such as population and development projections, projected demand, and service issues.

### **Policy VIII-3.8**

The City shall update the 10 Year Water Supply Facilities Work Plan within 18 months after the South Florida Water Management District updates the Lower East Coast Regional Water Supply Plan Update.

### **Policy VIII-3.9**

Prior to approving a building permit or its functional equivalent, the City shall consult with the water supplier to determine whether adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent by the City.

### **Policy VIII-3.10**

The City will coordinate with the City of Parkland concerning the following water supply issues:

- sharing and updating of information to meet ongoing water supply needs,
- the establishment of LOS standards and resource allocation,
- changes in services areas,
- the implementation of alternative water supply projects, and
- annexation impacts

## **CAPITAL IMPROVEMENTS PROGRAM ELEMENT**

### **GOAL IX**

The City shall strive to provide needed public facilities in an efficient and fiscally sound manner, which protects investments in existing facilities, maximizes the use of existing facilities, and promotes orderly growth.

#### **Objective IX-1**

The City shall use the Capital Improvements Element as the framework for development of the capital improvement program and annual capital budget to provide

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## SECTION 5 – GOALS, OBJECTIVES & POLICIES

for capital facilities needed to correct existing deficiencies, to accommodate desired future growth, and to replace worn-out or obsolete facilities, as indicated in the other elements of this plan and the City's adopted Capital Improvement Program.

### **Policy IX-1.1**

The City shall evaluate capital projects using the following criteria:

1. Elimination of existing deficiencies
2. Maintenance of adopted levels of service
3. Protection of prior infrastructure investments
4. Implementation of City plans and policies adopted in the Comprehensive Plan
5. Implementation of other City plans and policies

### **Objective IX-2**

Land use decisions shall be consistent with the adopted schedule of capital improvements, which is based on available or projected fiscal resources and the maintenance of adopted level of service standards. Decisions regarding the issuance of development orders and permits shall be based upon the availability of necessary public facilities needed to support such development at the time needed.

### **Policy IX-2.1**

The City shall base recommendations regarding proposed land use amendments and rezoning requests on an evaluation of the projected impact on public facility needs and the ability to maintain the adopted level of service standards.

### **Policy IX-2.2**

The City shall utilize the adopted level of service standards established in the Transportation, Infrastructure, and Recreation and Open Space Elements of this Comprehensive Plan in reviewing the impacts of new development or redevelopment upon the adequacy of public facilities.

### **Policy IX-2.3**

The City shall maintain, within the Land Development Code, the basis for evaluating proposed development and assessing the adequacy of existing and programmed infrastructure to serve the proposed development at the adopted levels of service, consistent with the adopted concurrency policies in the Future Land Use Element of this Comprehensive Plan.

### **Objective IX-3**

Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted LOS standards.

### **Policy IX-3.2**

The City shall continue its practice of imposing water and sewer impact fees on new development and redevelopment with said impact fees reviewed periodically to assure that they adequately cover all appropriate costs.

### **Policy IX-3.3**

## SECTION 5 – GOALS, OBJECTIVES & POLICIES

The City shall continue to require impact fees, developer dedications and contributions, and construction of infrastructure improvements in proportion to the costs associated with serving proposed development at the adopted level of service.

### Proposed Comprehensive Plan Amendments:

A current review of the City's existing Comprehensive Plan GOPs finds that they are mostly adequate and consistent with the 2018 Lower East Coast Regional Water Supply Plan Update (2018 LEC Plan Update), BCWWS 2020 Work Plan, and the Draft 2020 City of Margate Work Plan and are in compliance with Section 163.3177, Florida Statutes.

However, the following amendments are necessary to the City of Coconut Creek Comprehensive Plan in order to maintain consistency with the South Florida Water Management District's 2018 LEC Plan Update, the BCWWS 2020 Work Plan, and the Draft 2020 City of Margate Work Plan, dated April 24, 2020. This work plan serves as a standalone document and shall be adopted by reference and the amendments shall be incorporated into the applicable GOPs as shown in underline below:

### INFRASTRUCTURE ELEMENT

#### GOAL V-a

Provide for an adequate supply of potable water meeting all federal, state and local quality standards to serve the needs of residents, visitors, and businesses within the City of Coconut Creek and its service area.

#### Objective V-a -1

Continue to coordinate with Broward County and the City of Margate to ensure that the adopted level of service standards for potable water are maintained to meet the City's current and anticipated demands. For the 10-year planning period covered by the following documents, the City of Coconut Creek hereby adopts and incorporates here by reference its "South Florida Water Management District, Water Supply Facilities Work Plan for the City of Coconut Creek, Florida," prepared by Eckler Engineering, Inc. dated May 23, 2022, under project number 228-008.00, the "Broward County Water Supply Facilities Work Plan (2020 Work Plan)" adopted by the Broward County Board of County Commissioners on April 21, 2020, and the "City of Margate Draft Water Supply Facilities Work Plan Update," prepared by Hazen and Sawyer, P.C., dated April 24, 2020. The Work Plans address issues that pertain to water supply facilities and requirements needed to serve current and future development within the City of Coconut Creek.

#### Policy V-a-1.2

The potable water level of service (LOS) standard to assess adequacy of service and concurrency for the Broward County potable water service area within the City shall be that adopted by the Broward County Commission for Coconut Creek which is the ~~flow information contained in the Florida Department of Environmental Protection (FDEP) permit application; the flow estimate information contained in the FDEP permit application shall be used by BCWWS to assess adequacy of treatment plant capacity~~

## SECTION 5 – GOALS, OBJECTIVES & POLICIES

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for Coconut Creek as bulk purchaser of potable water. For each specific type of use, the ERUs shall be determined using the Equivalent Residential Unit Factor Schedule provided by BCWWS 112 gallons per capita day (GPCD).

### **Policy V-a-1.3**

The level of service standards adopted by the City of Margate for their potable water facilities of 98.3 gallons per capita day (GPCD) ~~335 gallons per day per equivalent residential connection for capacity and 3,000 gallons per minute with a residual pressure of 20 pounds per square inch for storage and distribution configuration~~ shall be the adopted standards utilized to assess adequacy of service for development in the Margate service area within Coconut Creek.

### **Policy V-a-1.4**

Consistent with the large user agreement with Broward County and the level of service standard adopted by Broward County, the service provider, the ~~Equivalent Residential Unit Factor Schedule~~ gallons per capita day (GPCD) measure provided by BCWWS shall be utilized to assess adequacy of service for the County BCWWS service area within the City of Coconut Creek.

## **INTERGOVERNMENTAL COORDINATION ELEMENT**

### **GOAL VIII**

Provide accessible, effective and frequent intergovernmental coordination opportunities to identify and implement compatible goals, objectives, and policies regarding development activities and public service provision within the City and its surroundings.

### **Objective VIII-3**

The City of Coconut Creek shall maintain coordination mechanisms with any state, regional, county, or local entities that have either operational or maintenance responsibilities for public facilities that serve the City ~~or establish the level of service standards for the City of Coconut Creek.~~

### **Policy VIII-3.5**

The City shall coordinate development of the City's Water Supply Facilities Work Plan, implementation of alternative water supply projects, and Work Plan updates with Broward County Water and Wastewater Division, the City of Parkland, and the City of Margate.

# Appendices

**APPENDIX 1-A**

**BCWWS WATER USE PERMIT - 2019**



**WATER USE  
LETTER MODIFICATION**

**APPLICATION NUMBER:** 190326-6                      **PERMIT NUMBER:** 06-01634-W  
**DATE ISSUED:** April 15, 2019                      **EXPIRATION DATE:** March 13, 2028  
**PERMITTEE:** BROWARD COUNTY WATER AND WASTEWATER SERVICES  
2555 WEST COPANS ROAD  
POMPANO BEACH, FL 33069  
**PROJECT NAME:** BROWARD COUNTY 2A/NORTH REGIONAL P W S  
**PROJECT LOCATION:** BROWARD COUNTY, S36/T47S/R41E  
S31,32/T47S/R42E  
S7,8,17-20,30/T48S/R43E  
S4-26,28-30/T48S/R42E  
S1,2,3/T48S/R41E

District staff has reviewed the information submitted in support of the referenced application for permit modification(s) and determined that the proposed activities are in compliance with the previous permit and the appropriate provisions of Rule 40E-2.331 (4)(a), Florida Administrative Code. The permit modification(s) include the following:

Remove Monitor Well G-2272 from the Saline Water Monitoring Network, as this well has been damaged.

Other modifications include updating the Florida Planar coordinates and the top of casing elevations for the monitor well network, removing previous Limiting Condition 25 (Ten Year compliance report), and adding a condition requiring the submittal of a well abandonment report for Monitor Well G-2272.

Please understand that your permit remains subject to the 34 Limiting Conditions and all other terms of the permit authorization as previously issued.

A handwritten signature in blue ink, reading "nick Vitani".

Nicholas M. Vitani, P.G.  
Section Leader  
Water Use Bureau

**LIMITING CONDITIONS**

1. This permit shall expire on March 13, 2028.
2. Application for a permit modification may be made at any time.
3. Water use classification:  
  
Public Water Supply  
Other Landuse
4. Source classification is:  
  
Groundwater from:  
Biscayne Aquifer  
Upper Floridan Aquifer
5. Annual allocation shall not exceed 8,052.00 million gallons (MG). (22.06 MGD)

Maximum monthly allocation shall not exceed 738.00 million gallons (MG).

The following limitations to the withdrawals from the Biscayne aquifer are applicable until March 1, 2013:

Annual average withdrawal: 7,282 MG

Maximum month withdrawal: 660 MG

The following limitations to the withdrawals from the Biscayne aquifer are applicable from March 1, 2013 to March 13, 2028:

Annual average withdrawal: 6,388 MG

Maximum month withdrawal: 585.2 MG

The allocations are further constrained by the wellfield operating plan described in the Facility Operation section of the staff report of Water Use Permit Application 030811-14.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the



permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
2555 WEST COPANS ROAD  
POMPANO BEACH, FL - 33069

7. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.

8. Withdrawal facilities:

Groundwater - Proposed:

4 - 16" X 1200' X 1400 GPM Wells Cased To 1000 Feet

Groundwater - Existing:

1 - 20" X 120' X 1400 GPM Well Cased To 88 Feet  
1 - 24" X 110' X 2100 GPM Well Cased To 104 Feet  
1 - 20" X 176' X 4000 GPM Well Cased To 156 Feet  
1 - 24" X 150' X 3100 GPM Well Cased To 80 Feet  
1 - 20" X 130' X 1400 GPM Well Cased To 95 Feet  
1 - 20" X 170' X 1400 GPM Well Cased To 131 Feet  
1 - 20" X 170' X 1400 GPM Well Cased To 112 Feet  
1 - 20" X 112' X 1400 GPM Well Cased To 94 Feet  
1 - 24" X 110' X 2100 GPM Well Cased To 105 Feet  
1 - 18" X 142' X 2100 GPM Well Cased To 125 Feet  
3 - 20" X 121' X 1400 GPM Wells Cased To 92 Feet  
1 - 20" X 130' X 1400 GPM Well Cased To 116 Feet  
1 - 18" X 120' X 3000 GPM Well Cased To 107 Feet  
1 - 20" X 130' X 1400 GPM Well Cased To 94 Feet  
1 - 24" X 155' X 2400 GPM Well Cased To 85 Feet

9. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(A) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(B) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

11. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance.

When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(A) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(B) Reduction in water levels that harm the hydroperiod of wetlands,

(C) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(D) Harmful movement of contaminants in violation of state water quality standards, or

(E) Harm to the natural system including damage to habitat for rare or endangered species.

12. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
13. Authorized representatives of the District, with advance notice to the permittee, shall be permitted to enter, inspect, and observe the permitted system to determine compliance with permit conditions.
14. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
15. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
16. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to

the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.

18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
19. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
20. Permittee shall implement the wellfield operating plan described in District staff report prepared in support of recommendation for permit issuance.
21. Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit issuance.
22. Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
23. The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule. Upon completion of the Water Conservation Study, titled "Water Use Profile", a copy shall be submitted to the the District. In addition, a Water Conservation Plan implementation schedule shall be submitted for approval.
24. It has been determined that this project relies, in part on the waters from the Central and Southern Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The Lower East Coast Regional Water Supply Plan (May 2000), which is the recovery plan for the Everglades, incorporates a

series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the Permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.

25. Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, Florida Administrative Code.

Permittee shall provide a well abandonment report for: MW G-2272.

26. Public water utilities that control, either directly or indirectly, a wastewater treatment plant, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (A) the status of distribution system construction, including location and capacity of lines; (B) a summary of uncommitted supplies for the next year; (C) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (D) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.

27. This Permit supersedes and/or cancels the following Water Use Permits:  
06-00142-W

28. The Permittee shall continue to submit monitoring data in accordance with the approved saline water intrusion monitoring program for this project.

See Exhibit 4 of the staff report for Water Use Permit Application 030811-14 for monitor well locations.

29. The Permittee shall continue to submit monitoring data in accordance with the approved water level monitoring program for this project.

See Exhibit 4 of the staff report for Water Use Permit Application 030811-14 for monitor well locations.

30. If a proposed well location is different from a location specified in the application, the Permittee shall submit to the District an evaluation of the impact of pumpage from the proposed well location on adjacent existing legal uses, pollution sources, environmental features, the saline water interface, and water bodies one month prior to all new well construction. The Permittee is advised that the proposal must be in

compliance with all permitting criteria and performance standards in effect at the time of submittal, and that a formal modification of the permit shall be required if the withdrawals from the well location will result in an environmental or resource impact significantly greater than that anticipated in the permit review process.

31. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, Florida Administrative Code.
32. The Permittee shall submit to the District an updated Well Description Table (Table A) within one month of completion of the proposed wells identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.
33. Within two years of permit issuance, potable public water supply utilities are required to provide a study evaluating emergency water supply preparedness, including analysis of demand management measures, potential pumpage shifting and the feasibility of emergency interconnections for the purpose of supplying water on a short-term, emergency basis to adjoining utilities. The Permittee must provide the District with a copy of the study. As to emergency interconnects, the feasibility study must assess the technical, physical and economic ability of the Permittee to develop interconnecting pipes capable of delivering water to adjoining utilities to meet emergency, short-term water supply needs. (in the event of an interconnect being established, individual public water supply Permit allocations will not address the emergency usage.) It is the policy of the District to encourage emergency interconnects between adjoining public water supply utilities for the purpose of providing emergency water supply. Thus, where the feasibility study indicates emergency interconnects are possible, the District encourages the adjoining utilities to implement the same.
34. The permittee shall construct the proposed Floridan aquifer wellfield in accordance with the following schedule:

Based on current water demand projections for the District 2 service area, additional water beyond the 2013 base allocation will not likely be required until the year 2024. Therefore, the County anticipates construction of the four proposed Floridan aquifer wells in the year 2024.

Beginning in January 2010, the permittee shall provide annual updates of the status of all alternative water supply projects being constructed by the permittee that are

associated with this permit. The status report shall include work completed to date, expenditures and any anticipated changes in the timelines. The annual report shall address activities that occurred during a calendar year and shall be submitted to Water Use Compliance on or before January 31st of the following year.

## **NOTICE OF RIGHTS**

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### **FILING INSTRUCTIONS**

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.



- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

### **INITIATION OF AN ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

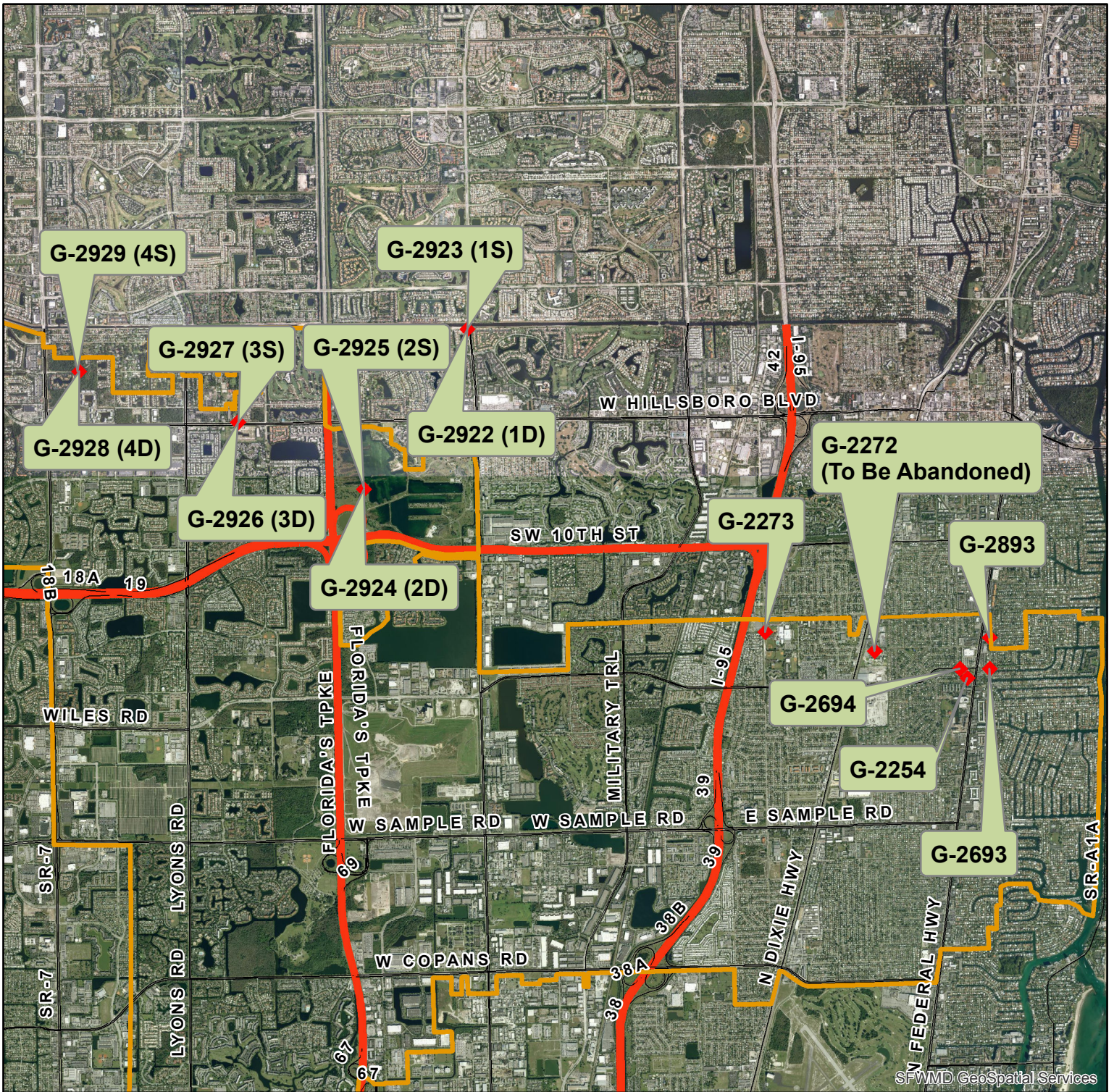
1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

### **MEDIATION**

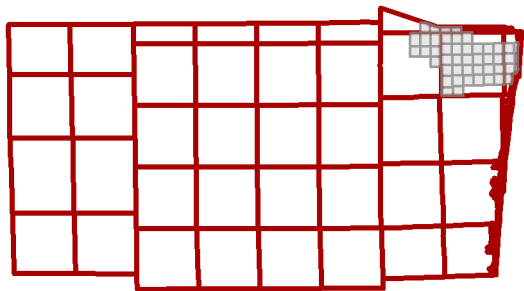
The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.



SFWMD GeoSpatial Services



BROWARD COUNTY, FLORIDA

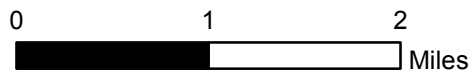
 Application

 WELL

Application No: 190326-6

Sec 36 / Twp 47 / Rge 41

Project Name: BROWARD COUNTY 2A/NORTH  
REGIONAL P W S - MONITOR WELL NETWORK



N



Map Date: 2019-04-12

Permit No: 06-01634-W



Exhibit No: 2

**TABLE - A**  
**Description Of Wells.**

**Application Number: 190326-6**

Well ID	27420	27422	27423	27424	27425	27426
<b>Name</b>	4 (2A)	6 (2A)	7 (2A)	8 (2A)	9 (2A)	10 (2A)
<b>Map Designator</b>	4	6	7	8	9	10
<b>FLUWID Number</b>						
<b>Well Field</b>	2A Wellfield	2A Wellfield	2A Wellfield	2A Wellfield	2A Wellfield	2A Wellfield
<b>Existing/Proposed</b>	E	E	E	E	E	E
<b>Well Diameter(Inches)</b>	18	18	20	24	24	24
<b>Total Depth(feet)</b>	120	142	176	150	155	110
<b>Cased Depth(feet)</b>	107	125	156	80	85	105
<b>Facility Elev. (ft. NGVD)</b>						
<b>Screened Interval</b>						
<b>From</b>	0	0	0	0	0	0
<b>To</b>	0	0	0	0	0	0
<b>Pumped Or Flowing</b>	P	P	P	P	P	P
<b>Pump Type</b>	Turbine	Turbine	Turbine	Turbine	Turbine	Turbine
<b>Pump Int. Elev. Feet (NGVD)</b>						
<b>Feet (BLS)</b>	0	0	0	0	0	0
<b>Pump Capacity(GPM)</b>	3000	2100	4000	3100	2400	2100
<b>Year Drilled</b>						
<b>Planar Location</b>						
<b>Source</b>	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED
<b>Feet East</b>	948462	948716	948389	946075	947001	944507
<b>Feet North</b>	713424	712805	712812	713106	713128	714682
<b>Accounting Method</b>	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
<b>Use Status</b>	Primary	Primary	Primary	Standby	Standby	Primary
<b>Water Use Type</b>	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
<b>Aquifer</b>	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

**TABLE - A**  
**Description Of Wells.**

**Application Number: 190326-6**

Well ID	27427	23305	23296	23297	23298	23299
<b>Name</b>	11 (2A)	1 (NR)	2 (NR)	27 (NR)	29 (NR)	30 (NR)
<b>Map Designator</b>	11	1NR	2NR	27	29	30
<b>FLUWID Number</b>						
<b>Well Field</b>	2A Wellfield	North Regional	North Regional	North Regional	North Regional	North Regional
<b>Existing/Proposed</b>	E	E	E	E	E	E
<b>Well Diameter(Inches)</b>	24	20	20	20	20	20
<b>Total Depth(feet)</b>	110	170	130	130	130	121
<b>Cased Depth(feet)</b>	104	112	116	95	94	92
<b>Facility Elev. (ft. NGVD)</b>						
<b>Screened Interval</b>						
<b>From</b>	0	0	0	0	0	0
<b>To</b>	0	0	0	0	0	0
<b>Pumped Or Flowing</b>	P	P	P	P	P	P
<b>Pump Type</b>	Turbine	Submersible	Submersible	Submersible	Submersible	Submersible
<b>Pump Int. Elev. Feet (NGVD)</b>						
<b>Feet (BLS)</b>	0	-35	-35	-35	-35	-35
<b>Pump Capacity(GPM)</b>	2100	1400	1400	1400	1400	1400
<b>Year Drilled</b>						
<b>Planar Location</b>						
<b>Source</b>	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED
<b>Feet East</b>	944490	931755	932397	930923	928364	929137
<b>Feet North</b>	715300	720373	720693	722235	722314	723361
<b>Accounting Method</b>	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
<b>Use Status</b>	Primary	Primary	Primary	Primary	Primary	Primary
<b>Water Use Type</b>	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
<b>Aquifer</b>	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

**TABLE - A**  
**Description Of Wells.**

**Application Number: 190326-6**

<b>Well ID</b>	23300	23301	23302	23303	23304	219681
<b>Name</b>	31 (NR)	32 (NR)	33 (NR)	45 (NR)	46 (NR)	F-1 (2A)
<b>Map Designator</b>	31	32	33	45	46	F-1 (2A)
<b>FLUWID Number</b>						
<b>Well Field</b>	North Regional	North Regional	North Regional	North Regional	North Regional	
<b>Existing/Proposed</b>	E	E	E	E	E	P
<b>Well Diameter(Inches)</b>	20	20	20	20	20	16
<b>Total Depth(feet)</b>	121	120	121	112	170	1200
<b>Cased Depth(feet)</b>	92	88	92	94	131	1000
<b>Facility Elev. (ft. NGVD)</b>						
<b>Screened Interval</b>						
<b>From</b>	0	0	0	0	0	
<b>To</b>	0	0	0	0	0	
<b>Pumped Or Flowing</b>	P	P	P	P	P	P
<b>Pump Type</b>	Submersible	Submersible	Submersible	Submersible	Submersible	Turbine
<b>Pump Int. Elev. Feet (NGVD)</b>						
<b>Feet (BLS)</b>	-35	-35	-35	-35	-35	
<b>Pump Capacity(GPM)</b>	1400	1400	1400	1400	1400	1400
<b>Year Drilled</b>						
<b>Planar Location</b>						
<b>Source</b>	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	APPLICANT
<b>Feet East</b>	929158	929492	928312	929737	930963	949029
<b>Feet North</b>	724705	725370	725145	721927	721136	714732
<b>Accounting Method</b>	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
<b>Use Status</b>	Primary	Primary	Primary	Primary	Primary	Primary
<b>Water Use Type</b>	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
<b>Aquifer</b>	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Upper Floridan Aquifer

**TABLE - A**  
**Description Of Wells.**

**Application Number: 190326-6**

Well ID	219685	219686	219687	136489	136495	136492
<b>Name</b>	F-2 (2A)	F-3 (2A)	F-4 (2A)	G-2254	G-2273	G-2693
<b>Map Designator</b>	F-2 (2A)	F-3 (2A)	F-4 (2A)	G-2254	G-2273	G-2693
<b>FLUWID Number</b>						
<b>Well Field</b>						
<b>Existing/Proposed</b>	P	P	P	E	E	E
<b>Well Diameter(Inches)</b>	16	16	16	2	2	2
<b>Total Depth(feet)</b>	1200	1200	1200	197	74	229
<b>Cased Depth(feet)</b>	1000	1000	1000			200
<b>Facility Elev. (ft. NGVD)</b>						
<b>Screened Interval</b>						
<b>From</b>						
<b>To</b>						
<b>Pumped Or Flowing</b>	P	P	P			
<b>Pump Type</b>	Turbine	Turbine	Turbine	None	None	None
<b>Pump Int. Elev. Feet (NGVD)</b>				11.17	22.21	11.55
<b>Feet (BLS)</b>						
<b>Pump Capacity(GPM)</b>	1400	1400	1400	0	0	0
<b>Year Drilled</b>						
<b>Planar Location</b>						
<b>Source</b>	APPLICANT	APPLICANT	APPLICANT	DIGITIZED	DIGITIZED	DIGITIZED
<b>Feet East</b>	949038	949065	949287	952298	944636	953145
<b>Feet North</b>	713511	712086	711047	712335	714090	712686
<b>Accounting Method</b>	Flow Meter	Flow Meter	Flow Meter	None	None	None
<b>Use Status</b>	Primary	Primary	Primary	Monitor	Monitor	Monitor
<b>Water Use Type</b>	Public Water Supply	Public Water Supply	Public Water Supply	Monitor	Monitor	Monitor
<b>Aquifer</b>	Upper Floridan Aquifer	Upper Floridan Aquifer	Upper Floridan Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

**TABLE - A**  
**Description Of Wells.**

**Application Number: 190326-6**

Well ID	136493	136498	136815	136816	136817	136818
<b>Name</b>	G-2694	G-2893	G-2922 (1D)	G-2923 (1S)	G-2924 (2D)	G-2925 (2S)
<b>Map Designator</b>	G-2694	G-2893	G-2922 (1D)	G-2923 (1S)	G-2924 (2D)	G-2925 (2S)
<b>FLUWID Number</b>						
<b>Well Field</b>						
<b>Existing/Proposed</b>	E	E	E	E	E	E
<b>Well Diameter(Inches)</b>	2	2	2	2	2	2
<b>Total Depth(feet)</b>	125	177	105	20	105	13
<b>Cased Depth(feet)</b>	85	167	100	15	100	8
<b>Facility Elev. (ft. NGVD)</b>						
<b>Screened Interval</b>						
<b>From</b>						
<b>To</b>						
<b>Pumped Or Flowing</b>						
<b>Pump Type</b>	None	None	None	None	None	None
<b>Pump Int. Elev. Feet (NGVD)</b>	11.54	9.36	17.04	17.05	19.1	19.11
<b>Feet (BLS)</b>						
<b>Pump Capacity(GPM)</b>	0	0	0	0	0	0
<b>Year Drilled</b>						
<b>Planar Location</b>						
<b>Source</b>	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED
<b>Feet East</b>	952025	953145	933334	933339	929415	929414
<b>Feet North</b>	712690	713873	725586	725586	719527	719522
<b>Accounting Method</b>	None	None	None	None	None	None
<b>Use Status</b>	Monitor	Monitor	Monitor	Monitor	Monitor	Monitor
<b>Water Use Type</b>	Monitor Water Shortage Monitoring Facility	Monitor	Monitor	Monitor	Monitor	Monitor
<b>Aquifer</b>	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

**TABLE - A**  
**Description Of Wells.**

**Application Number: 190326-6**

Well ID	136819	136820	136821	136825	27417	136494
<b>Name</b>	G-2926 (3D)	G-2927 (3S)	G-2928 (4D)	G-2929 (4S)	1 (2A)	G-2272
<b>Map Designator</b>	G-2926 (3D)	G-2927 (3S)	G-2928 (4D)	G-2929 (4S)	1	G-2272
<b>FLUWID Number</b>						
<b>Well Field</b>					2A Wellfield	
<b>Existing/Proposed</b>	E	E	E	E	A	E
<b>Well Diameter(Inches)</b>	2	2	2	2	8	2
<b>Total Depth(feet)</b>	105	16	95	16	178	43
<b>Cased Depth(feet)</b>	100	11	90	11		
<b>Facility Elev. (ft. NGVD)</b>						
<b>Screened Interval</b>						
<b>From</b>					0	
<b>To</b>					0	
<b>Pumped Or Flowing</b>					P	
<b>Pump Type</b>	None	None	None	None	Turbine	None
<b>Pump Int. Elev. Feet (NGVD)</b>	17.67	17.65	16.28	16.25		
<b>Feet (BLS)</b>					0	
<b>Pump Capacity(GPM)</b>	0	0	0	0	0	0
<b>Year Drilled</b>						
<b>Planar Location</b>						
<b>Source</b>	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED
<b>Feet East</b>	924627	924632	918600	918595	949119	948778
<b>Feet North</b>	722033	722033	723984	723984	713425	713354
<b>Accounting Method</b>	None	None	None	None	Unspecified	None
<b>Use Status</b>	Monitor	Monitor	Monitor	Monitor	Abandoned	To be Plugged and Abandoned
<b>Water Use Type</b>	Monitor	Monitor	Monitor	Monitor	Public Water Supply	Monitor
<b>Aquifer</b>	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer



**TABLE - A**  
**Description Of Wells.**

**Application Number: 190326-6**

<b>Well ID</b>	27418	27421	27346	219995
<b>Name</b>	2 (2A)	5 (2A)	FL1 BLEND	FMW-1
<b>Map Designator</b>	2	5	ASR	FMW-1
<b>FLUWID Number</b>				
<b>Well Field</b>	2A Wellfield	2A Wellfield		
<b>Existing/Proposed</b>	A	A	A	A
<b>Well Diameter(Inches)</b>	12	12	16	6
<b>Total Depth(feet)</b>	180	142	1200	1200
<b>Cased Depth(feet)</b>		125	995	990
<b>Facility Elev. (ft. NGVD)</b>				
<b>Screened Interval</b>				
<b>From</b>	0	0	0	
<b>To</b>	0	0	0	
<b>Pumped Or Flowing</b>	P	P	P	F
<b>Pump Type</b>	Turbine	Turbine	Submersible	None
<b>Pump Int. Elev. Feet (NGVD)</b>				
<b>Feet (BLS)</b>	0	0	0	
<b>Pump Capacity(GPM)</b>	0	0	0	0
<b>Year Drilled</b>				
<b>Planar Location</b>				
<b>Source</b>	DIGITIZED	DIGITIZED	DIGITIZED	APPLICANT
<b>Feet East</b>	948971	949014	948687	949078
<b>Feet North</b>	713379	712816	713328	714733
<b>Accounting Method</b>	Unspecified	Unspecified	Flow Meter	None
<b>Use Status</b>	Abandoned	Abandoned	Abandoned	Abandoned
<b>Water Use Type</b>	Public Water Supply	Public Water Supply	Public Water Supply	Monitor
<b>Aquifer</b>	Biscayne Aquifer	Biscayne Aquifer	Upper Floridan Aquifer	Upper Floridan Aquifer

## Requirement by Permit Condition Report

**App No:** 190326-6

**Permit No:** 06-01634-W

**Project Name:** BROWARD COUNTY 2A/NORTH REGIONAL P W S

<b>Permit Condition No:</b> 17		<b>Permit Condition Code:</b> <u>WUSTD021-8</u>		
<b>Facility Name</b>	<b>Requirement Name</b>	<b>Col Freq</b>	<b>Sub Freq</b>	<b>Due Date</b>
WELL - 4 (2A)	Calibration Report for Well 4 (2A)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 6 (2A)	Calibration Report for Well 6 (2A)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 7 (2A)	Calibration Report for Well 7 (2A)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 8 (2A)	Calibration Report for Well 8 (2A)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 9 (2A)	Calibration Report for Well 9 (2A)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 10 (2A)	Calibration Report for Well 10 (2A)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 11 (2A)	Calibration Report for Well 11 (2A)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 1 (NR)	Calibration Report for Well 1 (NR)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 2 (NR)	Calibration Report for Well 2 (NR)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 27 (NR)	Calibration Report for Well 27 (NR)	Every Five Years	Every Five Years	30-SEP-2019
WELL - 29 (NR)	Calibration Report for Well 29 (NR)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 30 (NR)	Calibration Report for Well 30 (NR)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 31 (NR)	Calibration Report for Well 31 (NR)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 32 (NR)	Calibration Report for Well 32 (NR)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 33 (NR)	Calibration Report for Well 33 (NR)	Every Five Years	Every Five Years	30-NOV-2023
WELL - 45 (NR)	Calibration Report for Well 45 (NR)	Every Five Years	Every Five Years	31-MAR-2023
WELL - 46 (NR)	Calibration Report for Well 46 (NR)	Every Five Years	Every Five Years	31-MAR-2023
WELL - F-1 (2A)	Calibration Report for Well F-1 (2A)	Every Five Years	Every Five Years	31-DEC-2019
WELL - F-2 (2A)	Calibration Report for Well F-2 (2A)	Every Five Years	Every Five Years	31-DEC-2019
WELL - F-3 (2A)	Calibration Report for Well F-3 (2A)	Every Five Years	Every Five Years	31-DEC-2019
WELL - F-4 (2A)	Calibration Report for Well F-4 (2A)	Every Five Years	Every Five Years	31-DEC-2019

<b>Permit Condition No:</b> 18		<b>Permit Condition Code:</b> <u>WUSTD022-1</u>		
<b>Facility Name</b>	<b>Requirement Name</b>	<b>Col Freq</b>	<b>Sub Freq</b>	<b>Due Date</b>
WELL - 4 (2A)	Well 4 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 6 (2A)	Well 6 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 7 (2A)	Well 7 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 8 (2A)	Well 8 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 9 (2A)	Well 9 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 10 (2A)	Well 10 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 11 (2A)	Well 11 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 1 (NR)	Well 1 (NR) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019

## Requirement by Permit Condition Report

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - 2 (NR)	Well 2 (NR) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 27 (NR)	Well 27 (NR)Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 29 (NR)	Well 29 (NR)Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 30 (NR)	Well 30 (NR)Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 31 (NR)	Well 31 (NR)Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 32 (NR)	Well 32 (NR)Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 33 (NR)	Well 33 (NR)Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 45 (NR)	Well 45 (NR)Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - 46 (NR)	Well 46 (NR)Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - F-1 (2A)	Well F-1 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - F-2 (2A)	Well F-2 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - F-3 (2A)	Well F-3 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
WELL - F-4 (2A)	Well F-4 (2A) Monthly Withdrawal	Monthly	Quarterly	31-JUL-2019
PERMIT	Monthly pumpage sold to BCOES WTP	Monthly	Quarterly	31-JUL-2019
PERMIT	Raw water sold to Deerfield Beach	Monthly	Quarterly	31-JUL-2019

Permit Condition No:	Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
21	PERMIT	Unaccounted for Water Loss Report for BROWARD COUNTY 2A/NORTH REGIONAL	Yearly	Yearly	30-APR-2020

Permit Condition No:	Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
25	WELL - G-2272	Well Abandonment Report for MW-G-2272	One time Only	One time Only	01-JAN-2020

Permit Condition No:	Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
26	PERMIT	Annual reclaimed water report for BROWARD COUNTY 2A/NORTH REGIONAL PWS	Yearly	Yearly	30-APR-2020

Permit Condition No:	Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
28	WELL - G-2693	Chloride for Well G-2693	Monthly	Quarterly	31-JUL-2019
	WELL - G-2893	Induction Log for Well G-2893	Yearly	Yearly	31-JAN-2020
	WELL - G-2694	Chloride for Well G-2694	Monthly	Quarterly	31-JUL-2019
	WELL - G-2893	Chloride for Well G-2893	Monthly	Quarterly	31-JUL-2019

Permit Condition No:	Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
29	WELL - G-2254	Water Level for Well G-2254	Monthly	Quarterly	31-JUL-2019
	WELL - G-2273	Water Level for Well G-2273	Monthly	Quarterly	31-JUL-2019
	WELL - G-2693	Water Level for Well G-2693	Monthly	Quarterly	31-JUL-2019
	WELL - G-2694	Water Level for Well G-2694	Monthly	Quarterly	31-JUL-2019
	WELL - G-2893	Water Level for Well G-2893	Monthly	Quarterly	31-JUL-2019
	WELL - G-2922 (1D)	Water Level for Well G-2922 (1D)	Monthly	Quarterly	31-JUL-2019
	WELL - G-2923 (1S)	Water Level for Well G-2923 (1S)	Monthly	Quarterly	31-JUL-2019
	WELL - G-2924 (2D)	Water Level for Well G-2924 (2D)	Monthly	Quarterly	31-JUL-2019



**LARGE USER WATER  
AGREEMENT  
(AGREEMENT FOR  
POTABLE WATER)**

**EFFECTIVE DATE  
OCTOBER 30, 1973**

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of October, 1973, by and between BROWARD COUNTY, a political subdivision of the State of Florida, herein called "Seller", and CITY OF COCONUT CREEK herein called "Consumer",

W I T N E S S E T H

THAT WHEREAS the Seller owns and operates a water producing and distribution facility and is in a position to serve the Consumer; and

WHEREAS, the Consumer owns and operates a water distribution system, and Consumer desires to purchase water from Seller to be used in Consumer's distribution system in servicing Consumer's customers, upon terms mutually agreeable;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid by the Consumer to the Seller; receipt whereof is hereby acknowledged, and other good and valuable considerations, IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

1. Commencing upon completion and approval of the interconnection between Seller's and Customer's facilities, and compliance with Paragraph 17 hereof, and continuing for a period of 40 years thereafter, the Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein.

2. During the continuance of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for distribution within the area described in Exhibit A hereto, so long as the Seller is able to supply all water

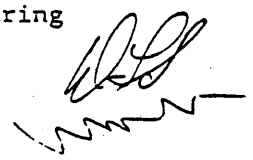
EXHIBIT "D"



required by the Consumer for said area, subject to the conditions herein set out, except by written consent of Seller evidenced by an amendment to this Agreement; and Seller shall not sell water to any person, firm or corporation other than Consumer within the area described in Exhibit A.

3. During the continuance of this agreement, the Consumer shall not pump water into its water distribution system from its own water producing facilities except upon written consent of the Seller. A control system as agreed upon by the Seller and the Consumer shall be installed to separate the Consumer's water producing facilities from Seller's water distribution system.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantities as are required by the Consumer for resale by the Consumer to its citizens and its customers in the areas hereinafter described, and subject to the conditions herein contained, but only after proper master water meter or master water meters are installed; EXCEPT THAT the Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without previous approval of Seller, and in the event any customer after being connected to the Consumer's distribution system should use as much as 100,000 gallons of water per day, Seller shall immediately be notified by the Consumer and Seller's approval obtained before such customer shall be furnished water in quantities exceeding 100,000 gallons per day. However, the Seller does not bind itself during period of water shortage resulting from an emergency condition or an inadequacy of mains or other facilities to do more than deliver water to said metering



station in such quantities as are available for allocation by the Seller among all its consumers outside the area of service of Seller's Water and Sewer System No. 2, after the demands of water consumers and demands for fire protection within the said area of service have been satisfied. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency, the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

Consumer agrees that it has reviewed its present needs for water service, and with the advice and counsel of a professional engineer has projected its future needs as shown below to the best of its knowledge and ability.

<u>YEAR</u>	<u>PROJECTED ANNUAL AVERAGE FLOW IN MILLIONS OF GALLONS PER DAY</u>
1973	.100
1974	.413
1975	.823
1976	1.387
1977	2.027
1978	2.687
1979	3.256
1980	3.765
1981	4.159

These projections shall serve as a reasonable estimate of the future needs of the Customer and shall be so used by the County whenever reviewing requirements for system capacity.

5. The areas to be serviced by Consumer are situated in Broward County, Florida, and are described in Exhibit A attached hereto and made a part hereof. Such areas cannot be increased or enlarged without the written consent of the Seller first obtained and evidenced by an amendment to this Agreement

It is understood and agreed between the parties that this contract shall be of no force and effect in any area in



which the Seller or Consumer has outstanding contractual obligations which, in any way, conflict with the terms of this contract.

6. There shall be one or more master meters installed, at points mutually agreeable, through which all water supplied to customers of COCONUT CREEK within the areas described in Exhibit A shall be supplied. All water furnished shall be metered through such meters. The Seller shall, at the expense of the Consumer, approve, procure and install all master meters. After installation, the Seller will, at its own expense, maintain the meters; and title to same shall remain in the Seller.

7. The Consumer shall be bound by the rules and regulations adopted by the Board of County Commissioners of Broward County, now existing or hereafter adopted pertaining to water service and water regulations not in conflict herewith.

8. The water rates to be charged by the Seller to the Consumer herein shall be the rates charged to other customers of the Seller's Water and Sewer System No. 2, in the same rate classification as Consumer.

9. The Seller shall render monthly statements for water furnished through all meters. Water furnished through additional meters will be included in the monthly statement and not billed separately. The rate for water furnished will be based on the total sum of the meter readings. The Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right:

(a) To apply to the Circuit Court of Broward County, Florida, for appointment of a Receiver or mandamus to compel levy or any other relief deemed advisable by the Seller.

(b) To enforce the provisions of rules and regulations of the Seller providing for discontinuance of service until past due indebtedness is paid.

(10) Consumer shall obtain from all regulatory agencies having jurisdiction of the subject matter of this Agreement such permits as are necessary and shall furnish such other data as may be required by the Seller's Engineer and/or Utilities Director and shall comply with all reasonable demands of Seller from time to time, and shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

(11) Consumer agrees to hold Seller harmless from any suit, liability or legal action which may be brought by anyone in which Seller may be made a defendant or become liable on account of the execution of this Agreement with Consumer, or on account of any acts or omissions of Consumer.

(12) Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be of substantially the same quality as the water furnished by Seller to its consumers within the area of service of Seller's Water and Sewer System No. 2.

(13) The Seller shall have the right to install water supply, treatment, distribution and storage facilities in the areas serviced by Consumer described in Exhibit A. The Seller shall have the right to repair and/or replace such aforementioned mains, pumps and storage facilities, with the understanding that the Seller shall replace, repair or otherwise return the paving and right-of-way to its original

condition when these installations and repairs are made. The Consumer shall be responsible for complying with all Federal, State and local regulations regarding water quality on the Consumer's side of the meters including, but not limited to, proper programs covering cross connection controls, line flushing and bacteriological sampling and testing.

(14.) If at any time the metering system shall be inoperative or in any other way fail to provide information with respect to the quantity of water delivered to Consumer, a method of payment will be determined by the parties based upon past meter record information.

(15) Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing by certified or registered mail, to the following:

Seller: Board of County Commissioners  
% Broward County Utilities Department  
Room 1002 County Courthouse  
Fort Lauderdale, Florida 33301

Consumer: City of Coconut Creek  
1071 N. W. 45th Avenue  
Coconut Creek, Florida 33063

(16) This Agreement may be amended, changed, voided or annulled at any time by joint consent of the parties, in writing.

(17) This Agreement shall not become effective until a Resolution has been adopted by each of the parties hereto approving this agreement and authorizing its execution.

(18) Notwithstanding any other terms and provisions hereof, it is expressly understood and agreed by and between the parties hereto that Seller's obligation to deliver water to Consumer as above set forth shall not arise until completion of the expansion program to its water treatment facilities presently being undertaken by Seller for the furnishing of treated water to North Broward County area; and the acceptance and approval of

EXHIBIT "A"

A Water and Wastewater District for the City of Coconut Creek, Broward County, Florida is hereby established and shall be defined as all areas within the corporate limits of the City of Coconut Creek exclusive of the following described lands:

All that part of Section 32, Township 48 South, Range 42 East, lying west of the Sunshine State Parkway, and excepting therefrom the following described parcel of land:

All that part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 32, Township 48 South, Range 42 East, described as follows:

Commencing at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 32, thence run Southwesterly along a line, said line extended intersecting the South line of said Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) at a point 690.51 feet West of the Southeast corner of said Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), for a distance of 67.49 feet to the POINT OF BEGINNING; thence run Southwesterly along the last described course for a distance of 1121.31 feet; thence run Southeasterly along a line forming an included angle of 95° 22' 24" for a distance of 1155.78 feet, more or less, to a point of intersection with the Westerly right-of-way line of the Sunshine State Parkway; thence run Northeasterly along said Westerly right-of-way line, being the arc of a curve to the left having a radius of 7489.44 feet, for an arc distance of 1815.67 feet, to a point of intersection with the Southerly right-of-way line of State Road 814 as now existing; thence run Northwesterly 520.35 feet along said Southerly right-of-way line to a point of intersection with the Southerly line of a 100 foot right-of-way of State Road No. 814; thence run Westerly 725.09 feet along said Southerly right-of-way line to the POINT OF BEGINNING.

*W. W. W.*

same by all regulatory agencies, state, federal and local having jurisdiction over such facilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, and their corporate seals to be affixed, the day and year first above written.

BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

By: [Signature]  
Its Chairman

ATTEST:

[Signature]  
County Comptroller and Ex-Officio Clerk of the Board of County Commissioners

CITY OF COCONUT CREEK

By: [Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

[Signature]  
11/11/11

RESOLUTION

BE IT RESOLVED by the Board of County Commissioners of Broward County, Florida, that the Chairman and Clerk of said Board be, and they hereby are, authorized to enter into an agreement with the City of Coconut Creek, and to sign same on behalf of said County whereby the County agrees to sell to the City of Coconut Creek and said City agrees to buy from the County water for resale to the citizens and customers of the City of Coconut Creek, under the terms and conditions set forth therein; as more particularly described in said agreement, which agreement is dated October 30, 1973, a copy of which agreement is filed with this Board of County Commissioners.

ADOPTED this 30th day of October, A. D. 1973.

A handwritten signature in the bottom right corner of the page, consisting of stylized cursive letters.



**FIRST AMENDMENT  
TO  
AGREEMENT FOR  
POTABLE WATER  
EFFECTIVE DATE  
DECEMBER 23, 1991**

**(PROVIDING FOR TREATED POTABLE WATER  
IN EXCESS OF THE THEN-CURRENT  
METERED CAPACITY**



FIRST AMENDMENT TO AGREEMENT

This is the First Amendment to the Agreement dated October 30, 1973 between Broward County, a political subdivision of the State of Florida hereinafter called "SELLER" and the City of Coconut Creek, hereinafter called "CONSUMER".

WITNESSETH

WHEREAS, SELLER and CONSUMER have an Agreement under which SELLER provides treated potable water to CONSUMER for resale; and

WHEREAS, CONSUMER desires to obtain from SELLER treated potable water in excess of the current metered capacity and is willing to pay capital recovery charges; and

WHEREAS, SELLER is willing to be paid capital recovery charges on an incremental basis.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, SELLER and CONSUMER hereby agree to amend and supplement said Agreement as follows:

1. CONSUMER shall pay to SELLER the SELLER'S capital recovery charge based upon the SELLER'S definition of an Equivalent Residential Unit (ERU). Exhibit A-1 (two pages) is a table containing ERU conversions for most types of connections. When a type of connection is proposed which is not listed in Exhibit A-1, the CONSUMER will calculate ERUs based upon one ERU equals 300 gallons per day average demand or one ERU equals 420 gallons per day maximum day demand, whichever calculation results in the most ERUs. CONSUMER acknowledges and agrees that the SELLER'S ERU conversions are subject to change by the SELLER at any time and that the conversions to be used by the CONSUMER are those prevailing at the time capacity is committed. The SELLER will provide CONSUMER 60-day notice of changed ERU conversions. The ERU conversions shall be identical for the same class of service as are or may be in effect throughout the SELLER'S service area.
2. CONSUMER warrants and represents that CONSUMER has as of the date of this Agreement, "Committed Capacity" to others as shown by Exhibit C-1 (five pages). As used in this Amendment "Committed Capacity" means CONSUMER'S approval and subsequent recording of plats. CONSUMER will include a note on each plat recorded after the date of this First Amendment which clearly states the potable water ERUs attributable to the plat.
3. CONSUMER and SELLER agree that the combined amount of metered capacity of the two current points of connection equates to the "committed capacity" by the CONSUMER. These points of connection are shown on Exhibit B-1 (one page).

1992 JAN 31 AM 8:42

BK 19127PG0077

ENVIRONMENTAL

CITY OF COCONUT CREEK  
**RECEIVED**  
 MAR 30 1992  
 DEPARTMENT OF  
 PUBLIC WORKS

"B"

Approved: 12/23/91-117  
 Submitted By: OES-Eng

RETURN TO DOCUMENT CONTROL

PAGE 4

➔ RETURN TO FRONT RECORDING

mc

4. CONSUMER will pay to SELLER the SELLER'S capital recovery charge (currently \$699 per ERU) for capacity committed to by CONSUMER which is not included in Exhibit C-1. Payment is due and payable within 30 days of the end of the month during which the capacity was committed. CONSUMER shall prepare and forward a report with the payment. The report shall include a copy of the plat, ERUs committed, ERU calculations and the corresponding amount due the SELLER.
5. CONSUMER acknowledges and agrees that the SELLER'S capital recovery charge is subject to change by the SELLER at any time and that the rates or charges due and payable by the CONSUMER are those prevailing at the time capacity is committed. The SELLER shall hold public hearings on changes to the capital recovery charge in the manner provided by law and after thirty (30) days written notice to CONSUMER of said public hearing.
6. If a plat is modified and the modification results in an increase in the number of ERUs associated with the plat, the CONSUMER will pay to SELLER the prevailing capital recovery charge for the additional ERUs. Plat modifications that result in a decrease in the number of ERUs associated with the plat will be credited at the amount actually paid per ERU to the next payment from the CONSUMER to the SELLER.
7. SELLER shall not be required to approve an HRS permit until after the capacity has been committed by the CONSUMER and the CONSUMER has so notified the SELLER. CONSUMER agrees that SELLER will not approve HRS permits for a plat in excess of the capacity committed to the plat.
8. If any section, subsection sentence, clause, phrase or portion of this Amendment is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision of such holding shall not affect the validity of the remaining portions hereof.
9. The numerical references in this First Amendment do not coincide with the numerical references in the Agreement.
10. Except as modified herein, the Agreement between the parties shall remain in full force and effect.

BK 19127PG0078

CITY OF COCONUT CREEK  
a municipal corporation organized  
and existing under the laws of the  
State of Florida

ATTEST:

By: *Steven Magee*  
Steven Magee, City Manager

By: *Angela A. Bender*  
Angela A. Bender, CMC/AE, City Clerk

Approved as to form:  
By: *[Signature]*  
Assistant City Attorney

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF BROWARD )

I HEREBY CERTIFY that, on the 2<sup>nd</sup> day of October, 1991,  
personally appeared before me, an officer fully authorized to administer  
oaths and take acknowledgements, Steven Magee, City Manager and Angela A.  
Bender, CMC/AE, City Clerk, both of the City of Coconut Creek, signing this  
Agreement by and through the Coconut Creek City Councils action on the 26<sup>th</sup>  
day of September, 1991.

WITNESS my hand and official seal at Coconut Creek, Broward County,  
Florida, this 2<sup>nd</sup> day of October, 1991.

*Andrey Bumental*  
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR. 9, 1994  
BONDED THRU GENERAL INS. UND.

BK 19127PG0079

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the 23 day of Dec 1991; and the CITY OF COCONUT CREEK signing by and through \_\_\_\_\_ duly to authorized to execute same.

COUNTY

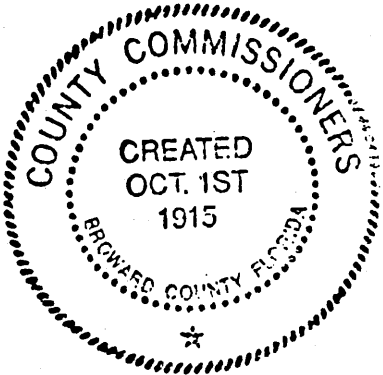
BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS

ATTEST

Chere Buser  
County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

[Signature]

By \_\_\_\_\_  
23 day of Dec 1991



Approved as to form and legally by the Office of County Attorney for Broward County, Florida  
JOHN J. COPELAN, JR. County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone (305) 357-7600

By [Signature]  
Michael J. Kerr  
Assistant General Counsel

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_ 199

(STATE OF FLORIDA)  
(COUNTY OF \_\_\_\_\_ )

BK 19127PG0080

EXHIBIT A-1 (ERU CONVERSION)

TYPE OF CONNECTION	UNIT OF MEASURE	ERU
Single Family Residence	Per Residence	1.000
Duplex, Triplex, Townhouse & Apartment	Per Unit	.717
Mobile Home	Per Pad	.286
Airport (Employees Plus Passengers)	Per Employee	.056
	Per Passenger at Design	
	Peak Load	.014
Auditorium	Per Seat	.014
Bar or Cocktail Lounge	Per Seat	.056
Boarding School (Students Plus Staff)	Per Person	.286
Boarding House	Per Rented Room	.143
Bowling Alleys (Including Bar & Food Svce)	Per Lane	.572
Camps:		
Day (No Meals)	Per Person	.072
Luxury (Private Bath)	Per Person	.286
Labor	Per Person	.286
Youth & Recreation	Per Person	.043
Churches		
Without Kitchen	Per Sanctuary Seat	.008
With kitchen	Per Sanctuary Seat	.018
Construction Camps (Semi-Permanent)	Per Person	.143
Day Schools:		
With Cafeterias, Gyms & Showers	See Note (1)	.072
Without Cafeterias, Gyms & Showers	See Note (1)	.043
With Cafeterias but no Gyms & Showers	See Note (1)	.056
Factories: (No Processing or Industrial)		
With Showers	Per Employee at Peak Employment	.098
Without Showers	Per Employee at Peak Employment	.056
Hospitals:		
With Laundry	Per Bed	.717
Without Laundry	Per Bed	.571
Landscape & Lawn: (1000 Sq. Ft. Minimum Charge)	Per 1000 Sq. Ft. of Area	.933
Laundromats:		
	Per Commercial Machine	1.142
	Per Coin Operated Machine	.600
Motels & Hotels	Per Room or Suite	.428
Movie Theatres	Per Seat	.014
Nursing Homes	Per Bed	.286
Offices	Per 100 Sq. Ft.	.056

BK 19127PG0081

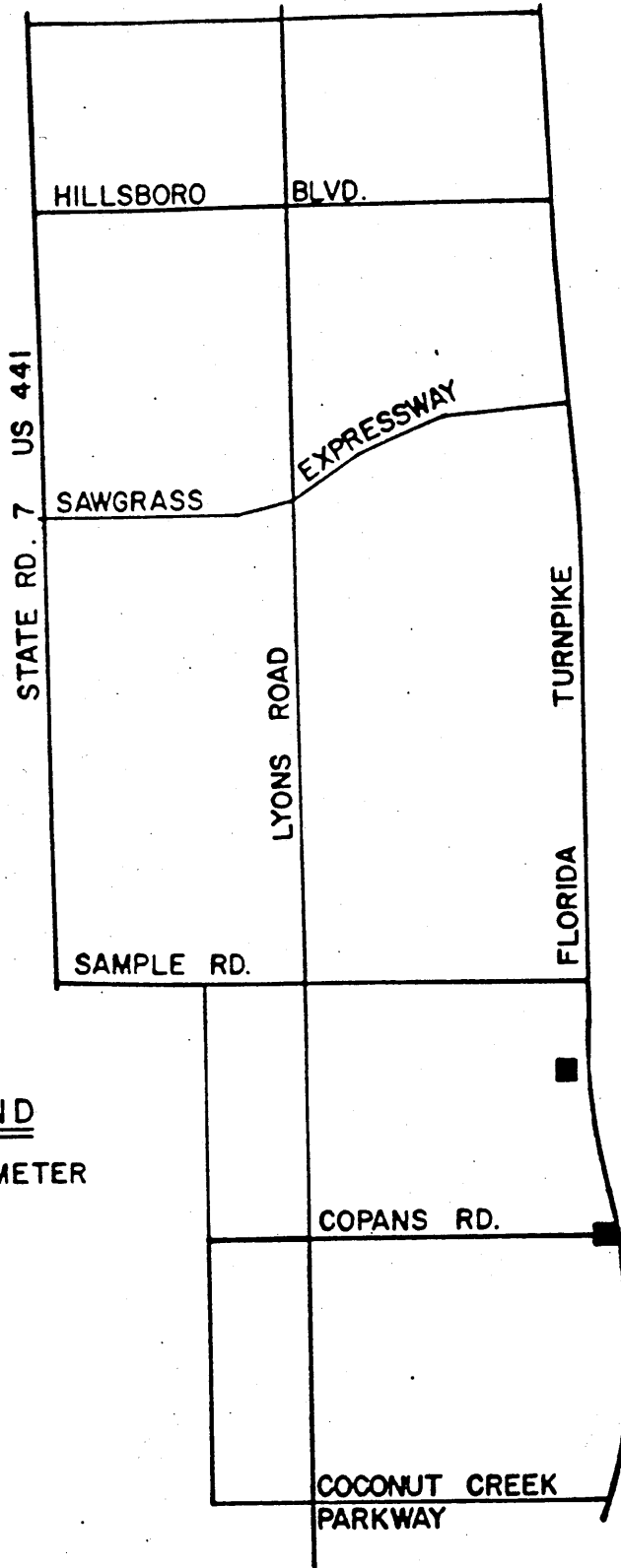
<u>TYPE OF CONNECTION</u>	<u>UNIT OF MEASURE</u>	<u>ERU</u>
Picnic Parks or Remote Individual Facilities		
Shower	Per Shower	.014
Toilets	Per Toilet	.014
Public Institutions (Employees Plus Patrons)	Per employee	.286
	Patron in Total per 1000 Sq. Ft.	.286
Rental Self Storage Facility (Not Including Office)	Per 1000 Sq. Ft. of Rental Space	.056
	Per Employee	.056
Restaurants (Including Toilets)		
24 Hours	Per Seat	.143
NOT 24 Hours	Per Seat	.104
Drive-In	Per Car Space	.043
Cocktail Lounge	Per Seat	.056
Service Stations (Bays plus Pumps)		
	Per Auto Repair Bay	1.000
	Per Fuel Pump	.286
Shopping Centers (No Food Service or Laundry) (1000 Sq. Ft. Minimum Charge)	Per 1000 Sq. Ft. of Floor Space	.289
Stadiums, Frontons, Ball Parks	Per Seat	.014
Stores: (No Food Service or Laundry) (1000 Sq. Ft. Minimum Charge)	Per 1000 Sq. Ft. of Floor Space	.289
Swimming Pools	Per Person	.026
Travel Trailer Parks :		
With Central Facilities	Per Space	.143
With Individual Facilities	Per Space	.286
Vacation Cottages	Per Bedroom	.286
Warehouses:		
(No Food Service or Laundry) (1000 Sq. Ft. Minimum Charge)	Per 1000 Sq. Ft. of Floor Space	.289

The basis for determining ERUs for types of connections not listed is 300 gpd average day demand or 420 gpd maximum day demand, whichever results in the most ERUs.

Note (1) Per pupil at design peak enrollment



NQT TO SCALE



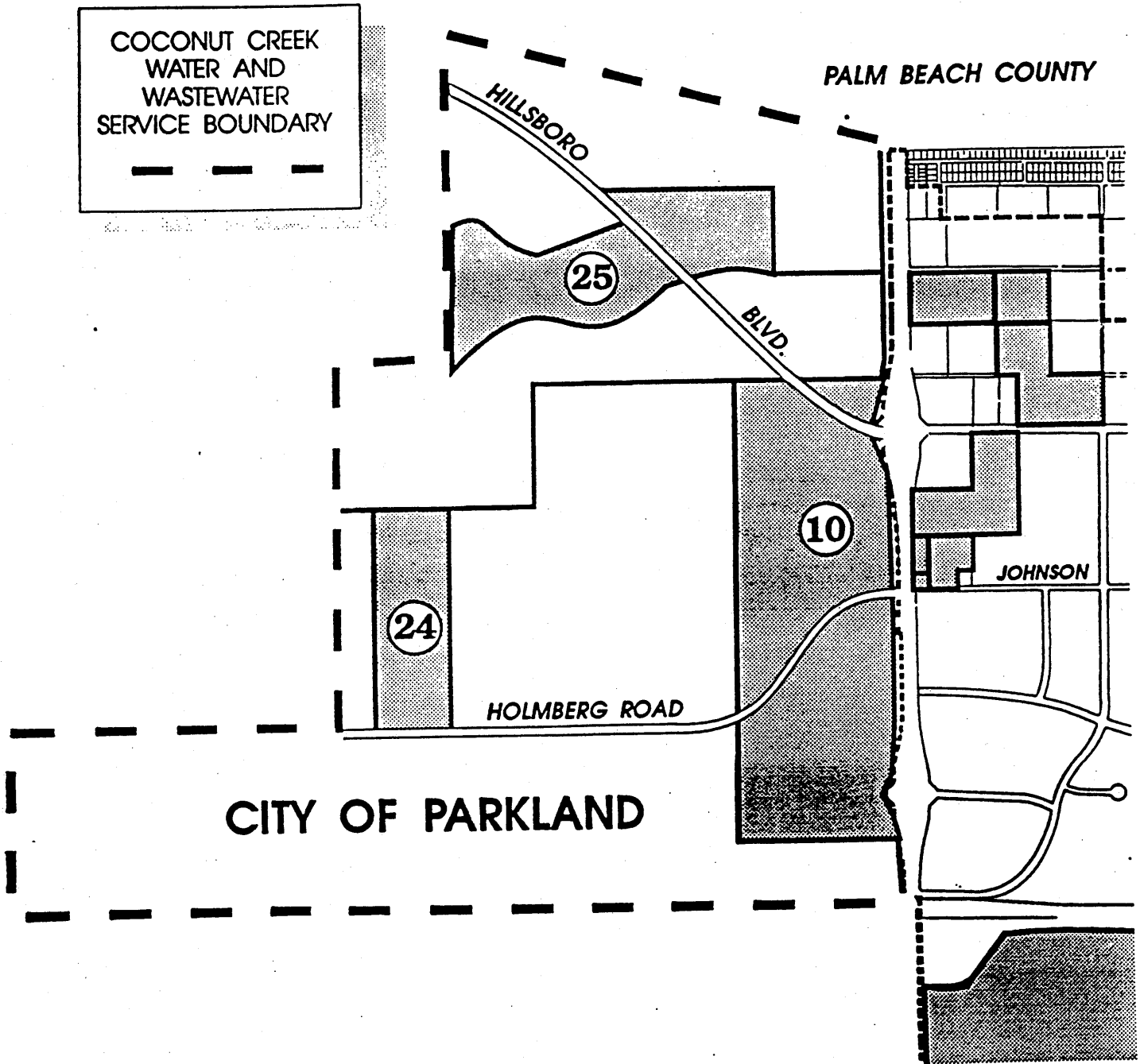
LEGEND

■ EXIST. 10" METER

BK 19127PG0083

EXHIBIT B-1  
EXISTING POINTS OF CONNECTION  
BROWARD COUNTY CITY OF COCONUT CREEK

EXHIBIT C-1  
**CITY OF COCONUT CREEK**  
**WATER AND WASTEWATER SERVICE AREA**

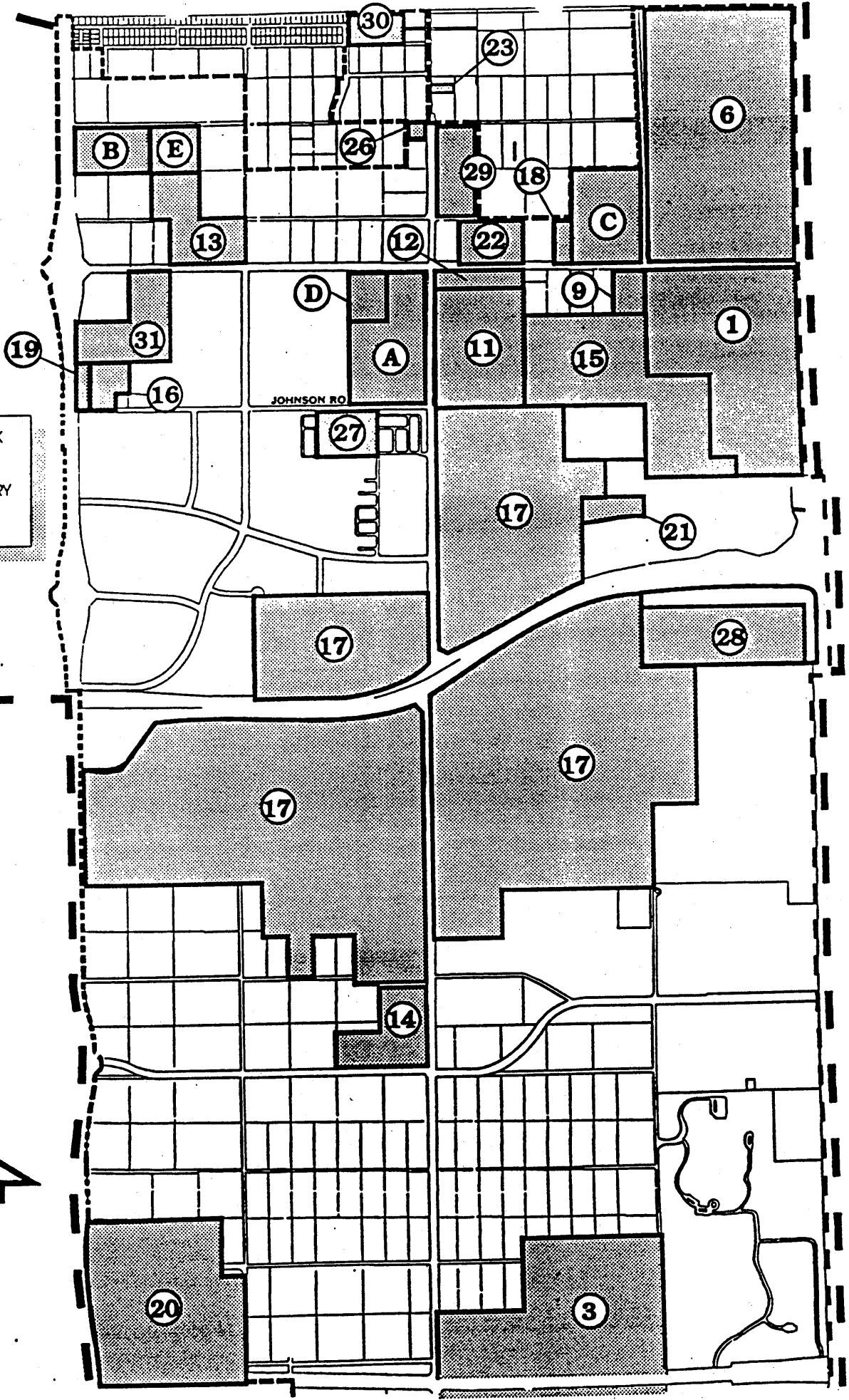


BK 19127PG0084



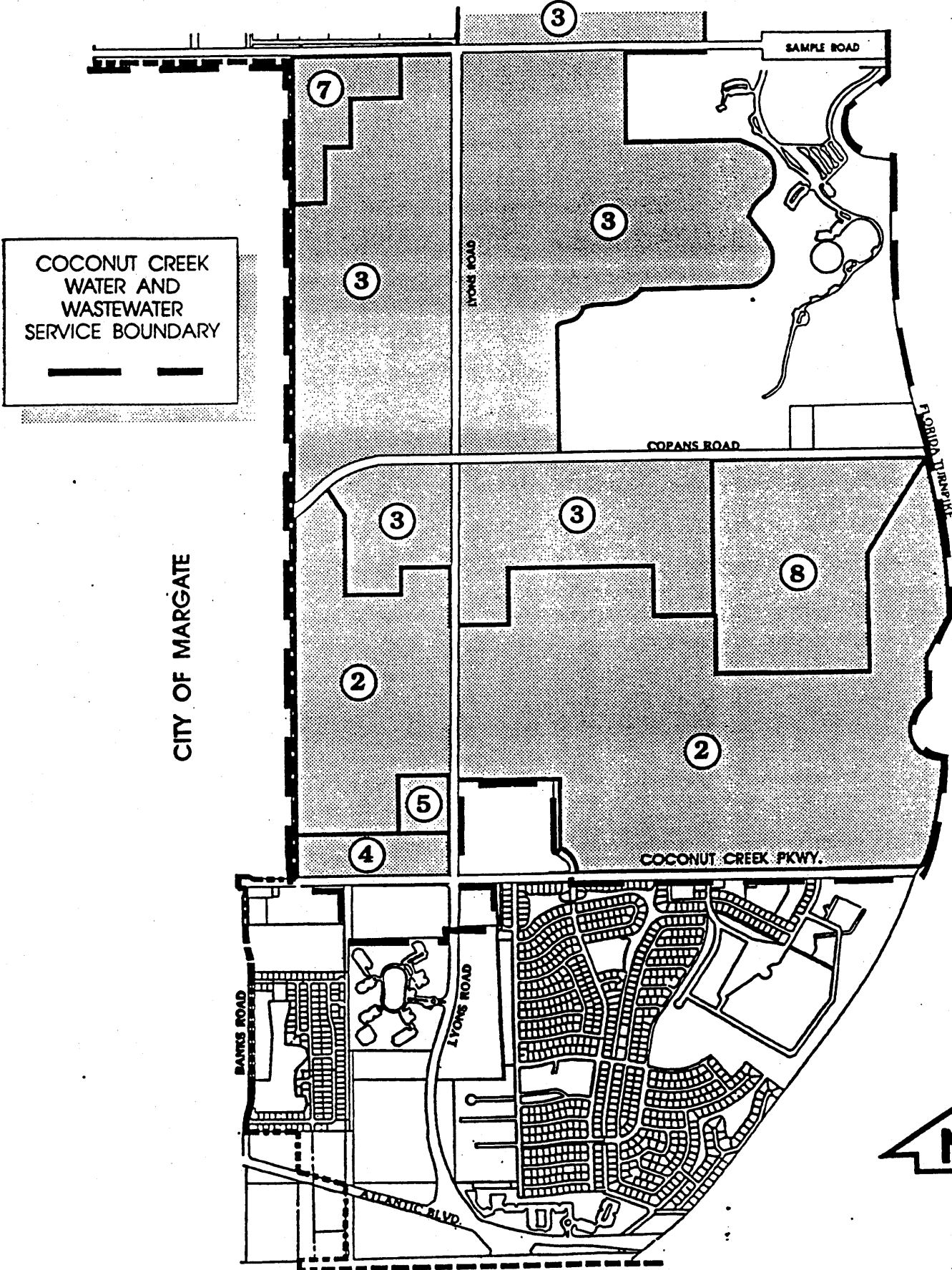
CITY OF PARKLAND

COCONUT CREEK  
WATER AND  
WASTEWATER  
SERVICE BOUNDARY



BK 19127PG0085

SOUTH OF SAMPLE ROAD



BK 19127PG0086

**WATER AND WASTEWATER AGREEMENTS**

**CITY OF COCONUT CREEK**

AUGUST 9, 1991

<u>DEVELOPER/OWNER NAME</u> <u>WATER &amp; WASTEWATER AGREEMENT</u>	<u>PLAT NAME</u> <u>OR BLOCK &amp; TRACT</u>	<u>DATE</u> <u>EXECUTED</u>
1) Tallowood (1)	See attached*	10-30-73
2) Wynmoor/Hammocks	See attached*	06-14-74
3) Tartan/Township	See attached*	12-13-78
4) Coconut Creek Plaza	Coconut Creek Plaza (113-12)	12-09-81
5) Lyons Plaza	Lyons Plaza (122-31)	06-15-83
6) Adios Golf Club (1)	Adios Plat (113-24)	07-19-83
7) Fisherman's Landing	Fisherman's Landing of CC(121-35)	05-22-84
8) Centura Parc	Centura Park of CC (120-16)	06-14-84
9) Coppola	Nick Coppola Plat (122-22)	06-27-84
10) Country's Point	Country's Point (119-29)	10-03-84
11) Deerfield Lake MHP(1)	See attached*	01-85
12) Gombos (1)	Gombos Plat (104-50)	01-85
13) Hillsboro MHP(1)	See attached*	01-85
14) Coral Lake MHP(1)	Block 89, Tracts 11,13 & 14	01-03-85
15) New Mark Glen MHP(1)	See attached*	01-03-85
16) El Rancho(1)	See attached*	05-16-85
17) Triumph/Amerifirst(1) a/k/a Winston Park	See attached*	01-09-86
18) Workingman's Nursery	Wornkingman Nursery (126-22)	01-03-86
19) Colonial Plaza	See attached*	07-10-86
20) WPK Associates	Commerce Center of CC (131-30)	03-23-87
21) Christ Church	See attached*	04-27-87
22) Wilkes, J.P.	Hillsboro Center No.2 (133-44)	12-09-87
23) Cooper, Maureen & George	See attached*	03-22-88
24) Cypress Trail/Rahn Venture 2	Cypress Trail (138-3)	05-26-88
25) Mecca Farms	See attached*	07-07-88
26) Apostolic Christian Church	Aposto. Christ. Church Pl.(116-14)	10-23-88
27) Lyons Road Business Park	See attached*	11-10-88

BK 19127PG0087

<u>DEVELOPER/OWNER NAME</u> <u>WATER &amp; WASTEWATER AGREEMENT</u>	<u>PLAT NAME</u> <u>OR BLOCK &amp; TRACT</u>	<u>DATE</u> <u>EXECUTED</u>
28) Parkwood V	Parkwood V (140-6)	03-16-89
29) Coscan of Florida	Sabal Pines (138-32)	04-13-89
30) Renfrew Center of Florida	Renfrew Ctr. of Fla. Sub.(141-15)	09-28-89
31) James Burke(1)	See attached*	06-12-91

\* Denotes parcel for which the legal description can be best illustrated with the agreement's exhibit for illustrating the area attached; copies of the attached exhibits are correlated by corresponding circled numbers in the lower left corners.

(1) These developments are a part of the CCPEC Agreement. Those parcels which to date have not entered into a separate water and sewer agreement are as follows:

- A) First National Bank of Bartersville
- B) Mr. & Mrs. Leonard Dudziak
- C) Dies Trust
- D) Fred Lundsford
- E) Melvin Schaffer & Mr. & Mrs. James Plafian

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY FLORIDA  
COUNTY ADMINISTRATOR

W&WA4®

RESOLUTION NO. 91-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED FIRST AMENDMENT TO AGREEMENT, AMENDING THE WATER PURCHASE AGREEMENT DATED OCTOBER 30, 1973, BETWEEN THE CITY OF COCONUT CREEK AND BROWARD COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and Broward county entered into a Large User Water Agreement dated October 30, 1973; and

WHEREAS, the City and Broward County desire to amend the terms and conditions of the Agreement dated October 30, 1973, and amend the service area attached as an exhibit to said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Manager is hereby authorized to execute the attached First Amendment to Agreement between the City of Coconut Creek and Broward County, Florida, amending the Large User Agreement for water dated October 30, 1973.

Section 2: That this Resolution shall be in effect immediately upon its passage and adoption.

Adopted this 26th day of September, 1991, on a motion by

Vice Mayor Ron Greenstein and seconded by Councilman George Gerber.

Ayes 5

Nays 0

Absent or  
Abstaining 0

Sam Goldsmith  
Sam Goldsmith, Mayor

ATTEST:

Angela A. Bender  
Angela A. Bender, CMC/AAE  
City Clerk

Goldsmith Aye

Greenstein Aye

Niss Aye

Gerber Aye

Cecere Aye

**SECOND  
AMENDMENT TO  
AGREEMENT FOR  
POTABLE WATER  
EFFECTIVE DATE  
OCTOBER 4, 1994**

**(PROVIDING FOR TREATED POTABLE WATER  
IN EXCESS OF THE THEN-CURRENT  
METERED CAPACITY**

Prepared By: Ronald T. Duggan, Esq.  
Return To: Stuart & Walker - (Will Call)  
600 N. E. 3rd Avenue  
Ft. Lauderdale, FL 33304

94-566290  
11-27-94

07:33AM

W

**SECOND AMENDMENT TO AGREEMENT**

This is the Second Amendment to the Agreement dated October 30, 1973, between Broward County, a political subdivision of the State of Florida hereinafter called "SELLER" and the City of Coconut Creek, hereinafter called "CONSUMER".

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

**WHEREAS**, SELLER and CONSUMER have an Agreement under which SELLER provides treated potable water to CONSUMER for resale; and

**WHEREAS**, CONSUMER desires to obtain from SELLER treatable potable water in excess of the current metered capacity and is willing to pay capital recovery charges; and

**WHEREAS**, SELLER is willing to be paid capital recovery charges on an incremental basis.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, SELLER and CONSUMER hereby agree to amend and supplement said Agreement as follows:

1. CONSUMER warrants and represents that CONSUMER has as of the date of this Agreement, entered into agreements providing for potable water service to others as shown by Exhibit C-1 (five pages).

2. CONSUMER will pay to SELLER the SELLER'S capital recovery charge (currently \$699 per ERU) for capacity required by CONSUMER which is not included in Exhibit C-1. Payment is due and payable when CONSUMER applies for an HRS permit for a water transmission system for a plat. Should any plat be developed in phases, payment shall be due on the number of ERUs in the phase for which an application has been made for an HRS permit. CONSUMER shall prepare and forward a report with the application and payment. The

*Will Call Tri-County CWS Comments*

BK22863PG0213

*[Handwritten initials]*



report shall include a copy of the plat, a copy of the approved site plan, ERUs required, ERU calculations, and the corresponding amount due the SELLER.

3. SELLER shall not be required to approve an HRS permit until after the capital recovery charge has been paid by the CONSUMER and the CONSUMER has so forwarded the report referenced in paragraph 2 hereof to the SELLER.

4. After the HRS permit has been issued, should CONSUMER become aware through a change in site plan application, building permit application or occupational license application, that a use has increased its demand for ERUs, CONSUMER shall collect an additional capital recovery charge for each additional ERU and forward same to SELLER. Failure on the part of CONSUMER to so collect and forward an additional charge shall not be grounds for default under this agreement, if such failure is the result of mistake, inadvertence, lack of knowledge, or other non-intentional failure.

5. If any section, subsection sentence, clause, phrase or portion of this Amendment is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision of such holding and shall not affect the validity of the remaining portions hereof.

6. The numerical references in this Second Amendment do not coincide with the numerical references in the Agreement, or with the numerical references in the First Amendment to Agreement dated December 23, 1991.

7. Except as modified herein, the Agreement between the parties and the First Amendment thereto shall remain in full force and effect.

BK22863PG0214

8. Should any conflict exist between the provisions of this Second Amendment and the provisions of the First Amendment, the provisions of this Second Amendment shall take precedence to the extent of the conflict.

9. A waiver of any breach of any provision of this agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

10. This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such parties' preparation of this Agreement.

11. All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and elected officials, and that the approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

12. This agreement shall be binding upon the parties hereto and their successors.

13. In the event it becomes necessary for any reason to construe this Agreement as permitted by the rules of evidence of the State of Florida this Agreement will be construed as being jointly prepared and drafted by all parties hereto.

CITY OF COCONUT CREEK  
a municipal corporation organized  
and existing under the laws of the  
State of Florida

ATTEST:

Angela A. Bender  
Angela A. Bender, CMC/AE  
City Clerk

By: John P. Kelly  
John P. Kelly, City Manager

Approved as to form:

By: Thomas M. ...  
City Attorney

STATE OF FLORIDA    )  
                                  ss:  
COUNTY OF BROWARD )

On this 13<sup>th</sup> day of September, 1994, before me personally appeared John P. Kelly, City Manager of the City of Coconut Creek, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did (did not) take an oath, and acknowledged before me that he executed this Second Amendment to Agreement by and through the Coconut Creek City Commissions' action.

Subscribed and sworn to before me on the date and place first above written.

My Commission Expires:

Audrey Blumenthal  
Notary Public, State of Florida  
AUDREY BLUMENTHAL  
Typed/Printed Name

OFFICIAL NOTARY SEAL  
AUDREY BLUMENTHAL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC356841  
MY COMMISSION EXP. APR. 9, 1998

STATE OF FLORIDA    )  
                                  ss:  
COUNTY OF BROWARD )

On this 13<sup>th</sup> day of September, 1994, before me personally appeared Angela A. Bender, City Clerk of the City of Coconut Creek, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did (did not) take an oath, and acknowledged before me that she

BK22863PG0216

executed this Second Amendment to Agreement by and through the Coconut Creek City Commissions' action.

Subscribed and sworn to before me on the date and place first above written.

My Commission Expires:

OFFICIAL NOTARY SEAL  
AUDREY BLUMENTHAL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC356841  
MY COMMISSION EXP. APR. 9, 1998

Audrey Blumenthal  
Notary Public, State of Florida  
AUDREY BLUMENTHAL  
Typed/Printed Name

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the 4th day of October, 1994; and the CITY OF COCONUT CREEK signing by and through \_\_\_\_\_ duly authorized to execute same.

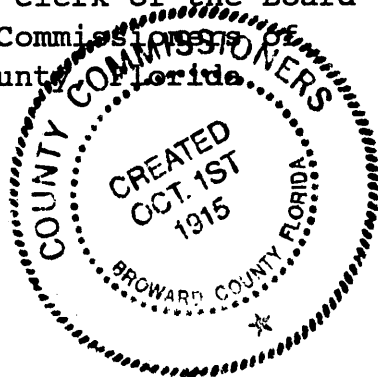
COUNTY

BROWARD COUNTY through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

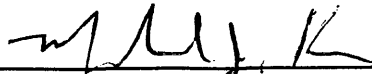
[Signature]  
County Administrator and  
Ex-Officio Clerk of the Board  
of County Commissioners,  
Broward County, Florida

By: [Signature]  
V. Chair  
4th day of October, 1994.



Approved as to form and legally by  
the Office of County Attorney for

Broward County, Florida JOHN J.  
 COPELAN, JR., County Attorney  
 Governmental Center, Suite 423  
 115 S. Andrews Avenue,  
 Fort Lauderdale, FL 33301  
 Telephone: (305) 357-7600

By:   
 Michael J. Kerr,  
 Assistant General Counsel

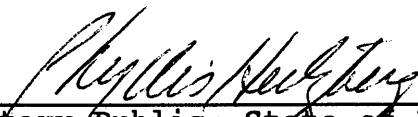
WITNESS


\_\_\_\_\_  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

STATE OF FLORIDA )  
 )  
 ) ss:  
 )  
 COUNTY OF BROWARD )


On this 4<sup>th</sup> day of October, 1994, before me personally appeared SUZANNE N. GUNZBURGER, who executed this document on behalf of Broward County, Board of County Commissioners, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did (did not) take an oath, and acknowledged before me that he/she executed this Second Amendment to Agreement.

Subscribed and sworn to before me on the date and place first above written.

My Commission Expires: \_\_\_\_\_  
  
 Notary Public, State of Florida

 PHYLLIS HERTZBERG  
 COMMISSION # CC 333997  
 EXPIRES JAN 23, 1998  
 Atlantic Bonding Co., Inc.  
 732-2245

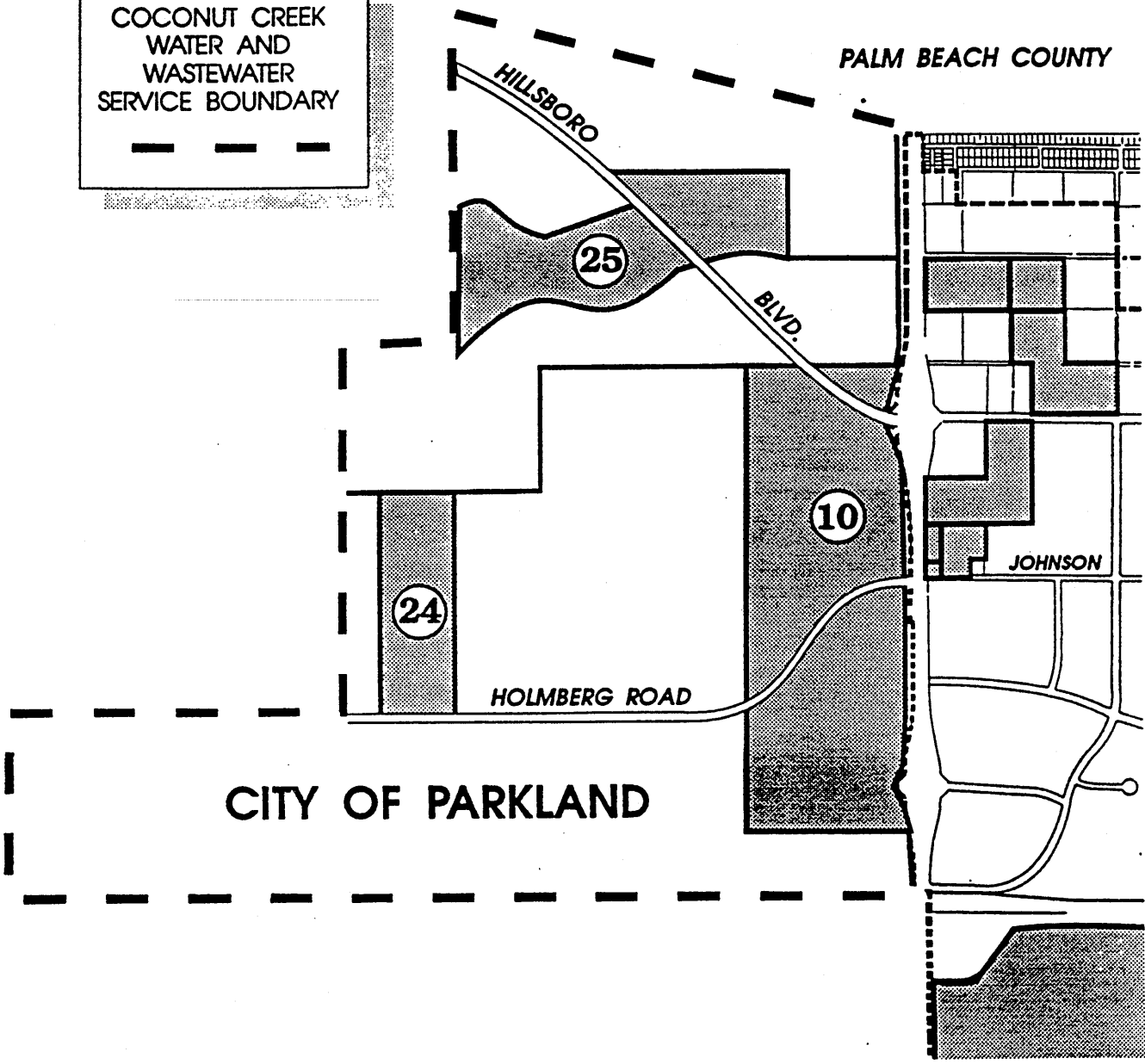
\_\_\_\_\_  
 Typed/Printed Name

 PHYLLIS HERTZBERG  
 COMMISSION # CC 333997  
 EXPIRES JAN 23, 1998  
 Atlantic Bonding Co., Inc.  
 1-800 732-2245

BR22863PG0218

EXHIBIT C-1  
**CITY OF COCONUT CREEK**  
**WATER AND WASTEWATER SERVICE AREA**

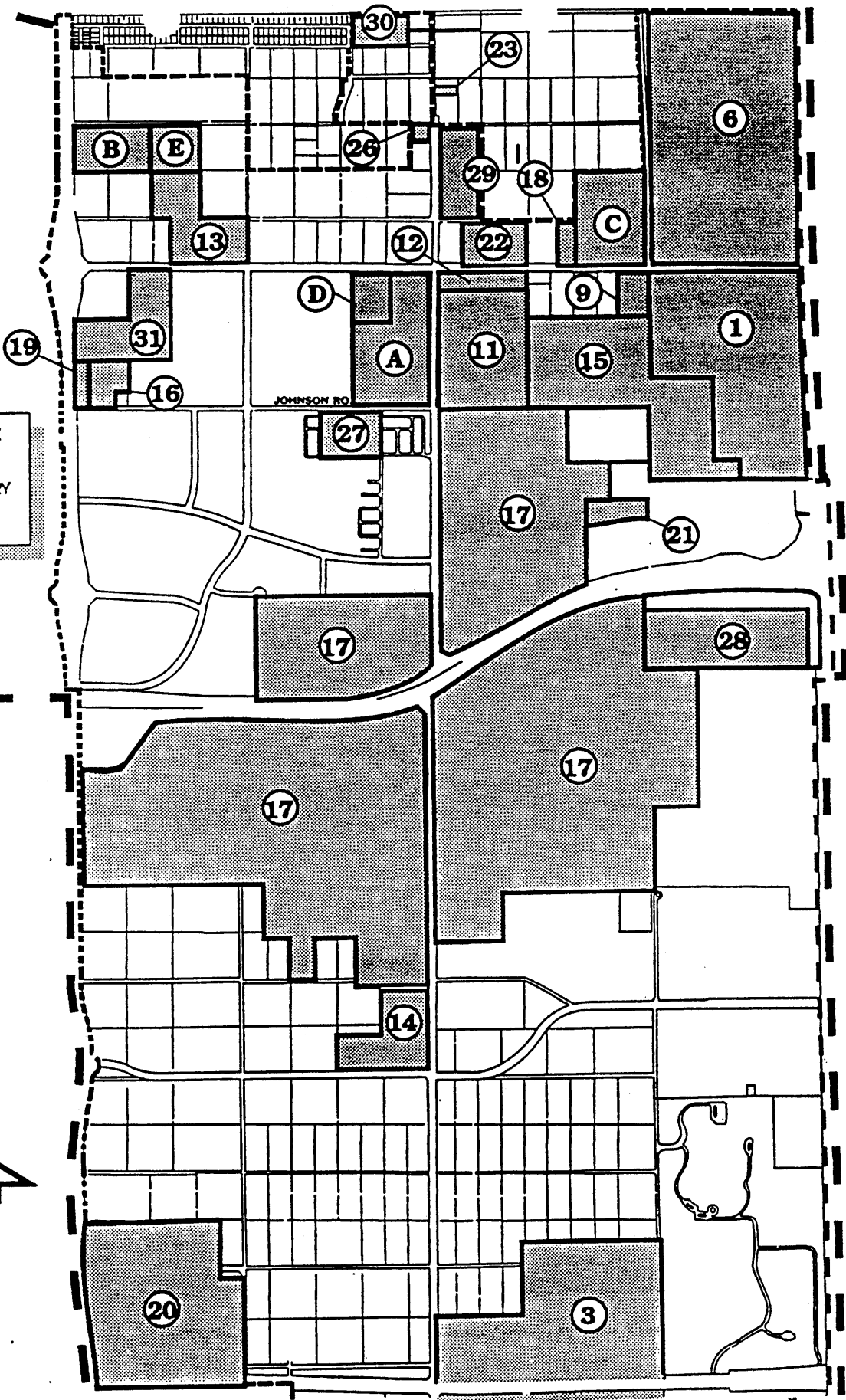
COCONUT CREEK  
WATER AND  
WASTEWATER  
SERVICE BOUNDARY  
- - - - -



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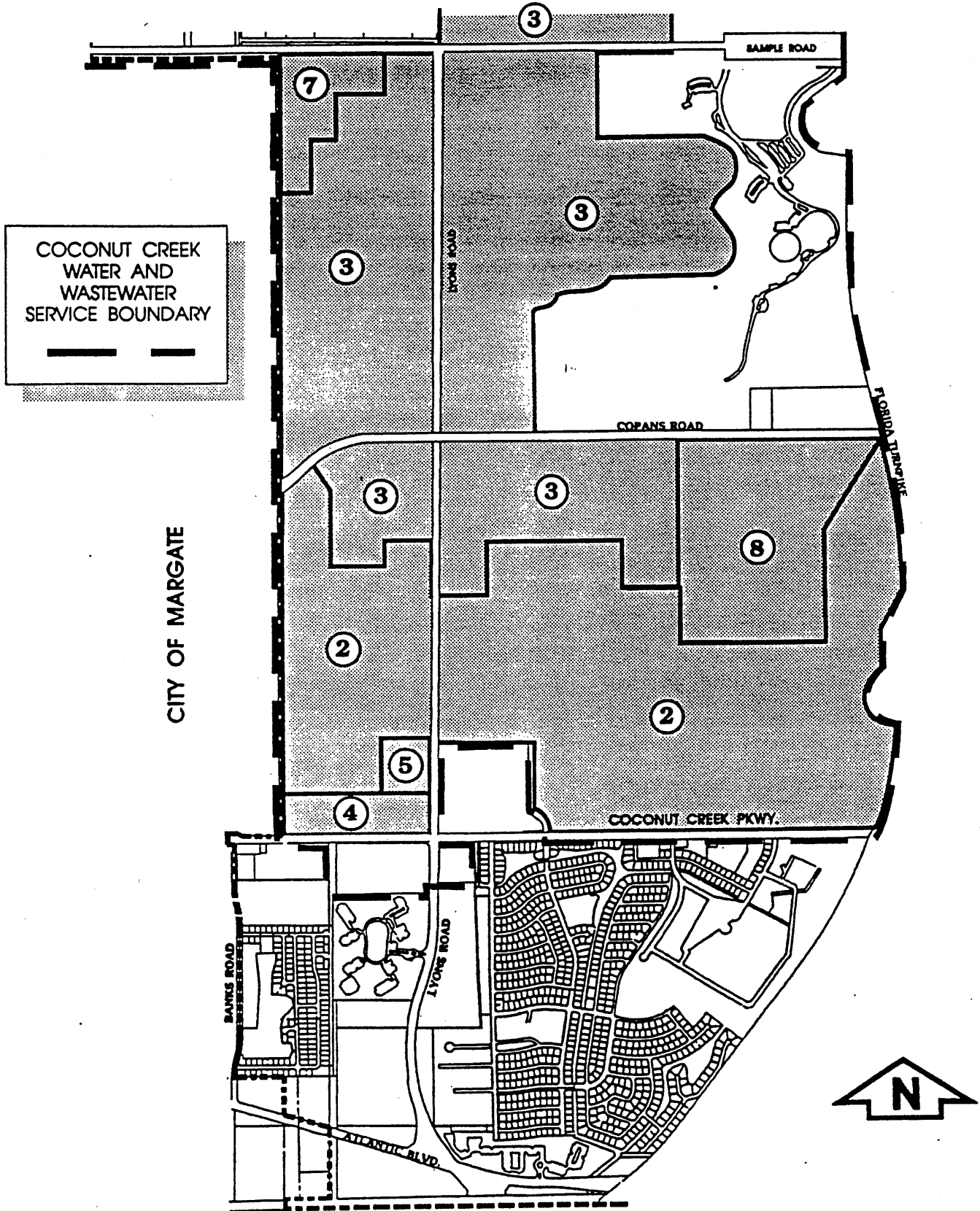
CITY OF PARKLAND

COCONUT CREEK  
WATER AND  
WASTEWATER  
SERVICE BOUNDARY



BK 2 2863 PG 0220

SOUTH OF SAMPLE ROAD



BR 22863PG0221



**WATER AND WASTEWATER AGREEMENTS**

**CITY OF COCONUT CREEK**

AUGUST 9, 1991

<u>DEVELOPER/OWNER NAME</u> <u>WATER &amp; WASTEWATER AGREEMENT</u>	<u>PLAT NAME</u> <u>OR BLOCK &amp; TRACT</u>	<u>DATE</u> <u>EXECUTED</u>
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25) Mecca Farms	See attached*	07-07-88
26) Apostolic Christian Church	Aposto. Christ. Church Pl.(116-14)	10-23-88
27) Lyons Road Business Park	See attached*	11-10-88

BK22863PG0222

<u>DEVELOPER/OWNER NAME</u> <u>WATER &amp; WASTEWATER AGREEMENT</u>	<u>PLAT NAME</u> <u>OR BLOCK &amp; TRACT</u>	<u>DATE</u> <u>EXECUTED</u>
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31) James Burke(1)	See attached*	06-12-91

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- B) Mr. & Mrs. Leonard Dudziak
- C) Dies Trust
- D) Fred Lundsford
- E) Melvin Schaffer & Mr. & Mrs. James Plafian

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

BK 22863PG0223

W&WA4®

**THIRD AMENDMENT  
TO  
AGREEMENT FOR  
POTABLE WATER  
EFFECTIVE DATE  
MARCH 7, 2000**

**(PROVIDING FOR AN ADDITIONAL  
CONNECTION TO COUNTY'S POTABLE  
WATER SYSTEM & EXTENDING THE TERM OF  
THE AGREEMENT, AS PREVIOUSLY  
AMENDED)**

**THIRD AMENDMENT**  
**TO**  
**POTABLE WATER FOR RESALE AGREEMENT**  
**BETWEEN**  
**BROWARD COUNTY**  
**AND**  
**CITY OF COCONUT CREEK**

**THIRD AMENDMENT**  
**TO**  
**POTABLE WATER FOR RESALE AGREEMENT**  
**BETWEEN**  
**BROWARD COUNTY**  
**AND**  
**CITY OF COCONUT CREEK**

This is the Third Amendment (this "Amendment") to the Agreement dated October 30, 1973, between Broward County a political subdivision of the State of Florida, hereafter referred to as "SELLER," and the City of Coconut Creek, hereafter referred to as "CONSUMER," as amended by the Second Amendment to Agreement executed by SELLER on October 4, 1994, and the First Amendment to Agreement executed by SELLER on December 23 1991 (as amended by the First Amendment and the Second Amendment, the "Original Agreement") (the Original Agreement as amended by this Amendment is hereinafter referred to as the "Agreement").

**WITNESSETH**

WHEREAS, under the Original Agreement SELLER provides treated potable water to CONSUMER for resale; and

WHEREAS, the Original Agreement specifies a term ending 40 years after the date of completion and approval of the interconnection between SELLER's and CUSTOMER's facilities; and

WHEREAS, CONSUMER desires an additional connection to the SELLER's potable water transmission system; and

WHEREAS, SELLER has no objection to an additional connection;

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, SELLER and CONSUMER hereby agree to amend and supplement the Original Agreement as follows:

1. A third connection to the SELLER's potable water system for the benefit of CONSUMER, generally located at NW 48 Street near the Florida Turnpike in Coconut Creek, is to be constructed pursuant to a separate agreement entitled "Interlocal Agreement Between City of Coconut Creek and Broward County For Third Connection To The District 2 Potable Water System," hereafter referred to as CONSTRUCTION AGREEMENT. Exhibit B-1 to the Original Agreement is hereby replaced with the attached Exhibit B-1 (Third Amendment), which shows the general location of the third connection.
2. After the CONSUMER has completed all of its obligations under the CONSTRUCTION AGREEMENT to the satisfaction of SELLER, SELLER will pay \$75,000 to CONSUMER. CONSUMER agrees that this payment does not set a precedent for SELLER paying for a portion of any future additional connections.
3. CONSUMER acknowledges that SELLER's potable water distribution system has been designed to support this third connection, but has not been designed to support any additional future connections.
4. The term of the Original Agreement is hereby extended to the end of the SELLER's next full succeeding fiscal year subsequent to such time as all obligations, notes or bonds heretofore or hereafter issued for the financing of the SELLER's potable water system, or any part thereof, are retired or satisfied. Nothing herein shall cause this Agreement to be extended for more than 40 years from the date of this Amendment. The Agreement will not be canceled during the term hereof on any conditions except by mutual cancellation or extension agreement between the parties hereto, which will be a written document executed with the same formality and of equal dignity herewith.
5. Any increase in the rate charged to CONSUMER shall not exceed the percentage of increase enacted for SELLER's retail customers. This percentage increase shall be determined by the percentage difference found from a comparison of the total of all retail water revenues before and after the rate increase for all retail customer classes when identical volumetric units and meter bases are used.
6. SELLER and CONSUMER agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term thereof.
7. SELLER's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

8. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of the Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
9. The Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning the Agreement shall be in Broward County, Florida.
10. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Amendment and executed by SELLER and CONSUMER.
11. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
12. This Agreement may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
13. The numerical references in this Amendment do not coincide with the numerical references in the first two amendments or in the Agreement.
14. Except as modified herein, the Agreement remains in full force and effect. Should any conflict exist between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall take precedence to the extent of the conflict.
15. This Amendment shall be binding upon the parties hereto and their successors.

**(The remainder of the page intentionally left blank.)**

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 7<sup>th</sup> day of March, 2000, and City of Coconut Creek, signing by and through its City Manager, authorized to execute same Commission/Council action on the 28<sup>th</sup> day of October, 1999.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

R. Ahl  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Broward County,  
Florida

Suzanne N. Gunzburger  
By: Suzanne N. Gunzburger  
Chair

7<sup>th</sup> day of March, 2000.



Approved as to form by  
Office of County Attorney  
Broward County, Florida  
EDWARD A. DION, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By Anitra D. Lanczi 2-24-2000  
Anitra D. Lanczi  
Assistant County Attorney



THIRD AMENDMENT TO POTABLE WATER FOR RESALE AGREEMENT BETWEEN  
BROWARD COUNTY AND CITY OF COCONUT CREEK

CITY

ATTEST:

CITY OF COCONUT CREEK

Barbara Stree  
City Clerk

By: \_\_\_\_\_  
Mayor - Commissioner

\_\_\_\_ day of \_\_\_\_\_

By: John P. Kelly  
City Manager

1st day of November, 1999

APPROVED AS TO FORM:

By: Nancy A. Cousins  
*et al.* City Attorney  
NANCY A. COUSINS

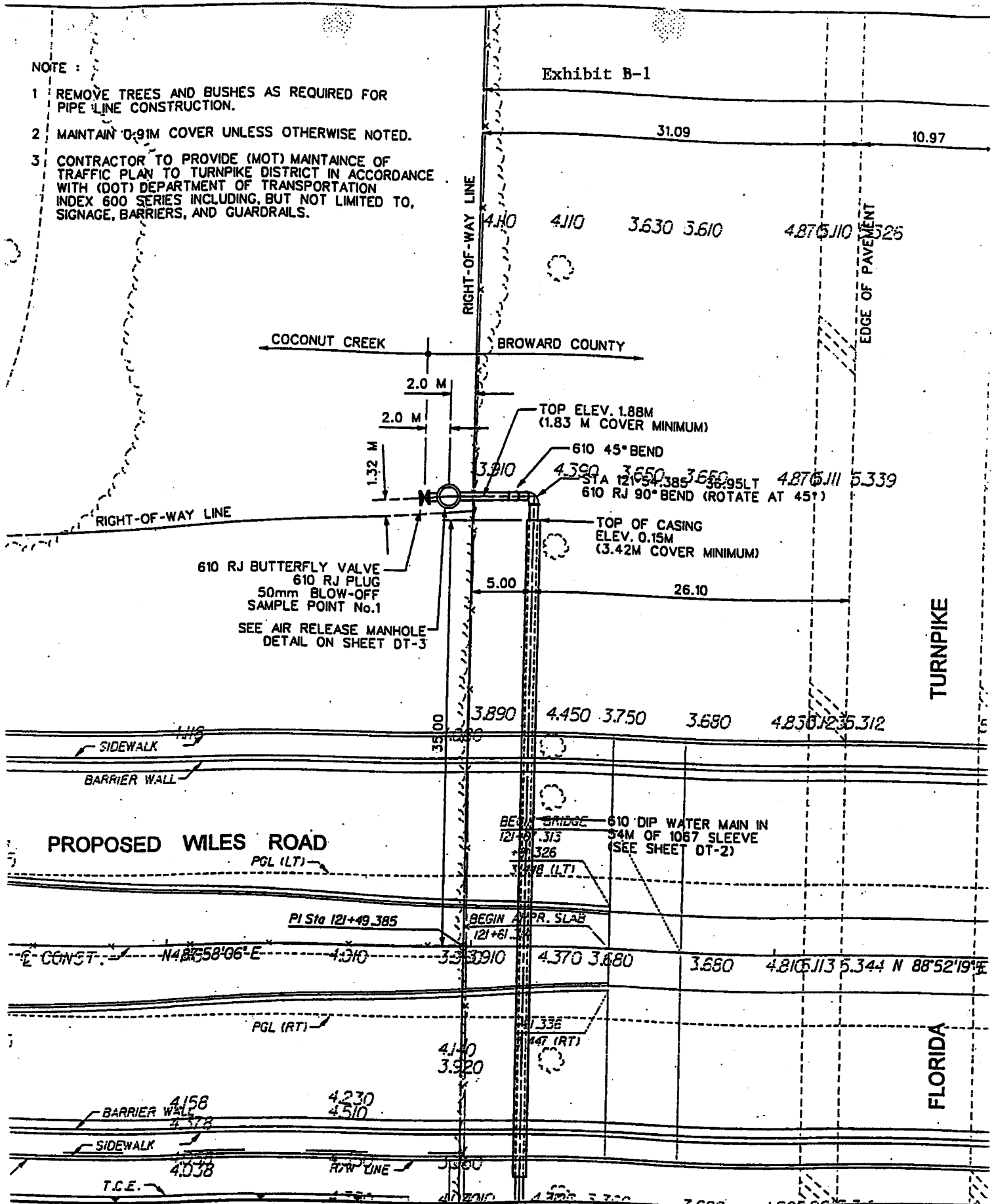
This Amendment is subject to the approval of the Broward County Board of County Commissioners as a condition precedent to its validity.

ADL:dp  
10/20/99  
coco3.a01

NOTE :

- 1 REMOVE TREES AND BUSHES AS REQUIRED FOR PIPE LINE CONSTRUCTION.
- 2 MAINTAIN 0.9M COVER UNLESS OTHERWISE NOTED.
- 3 CONTRACTOR TO PROVIDE (MOT) MAINTAINCE OF TRAFFIC PLAN TO TURNPIKE DISTRICT IN ACCORDANCE WITH (DOT) DEPARTMENT OF TRANSPORTATION INDEX 600 SERIES INCLUDING, BUT NOT LIMITED TO, SIGNAGE, BARRIERS, AND GUARDRAILS.

Exhibit B-1

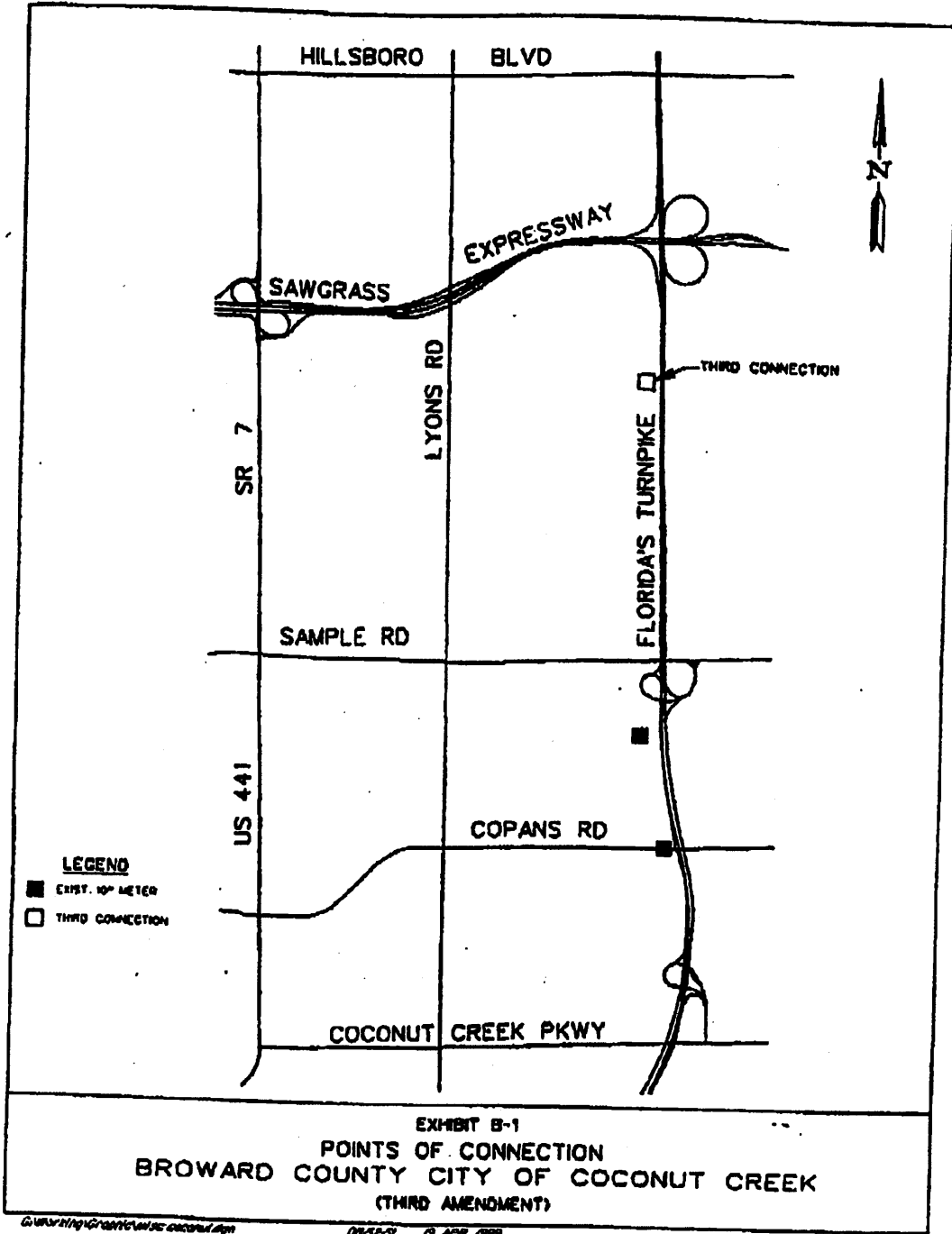


DESIGNED PER TURNPIKE AUTH	HEJ
REVISED PER MRS	HEJ
REVISED PER CLIENT	HEJ
REVISION	BY

Designed: HEJ 11/98  
 Drawn: JAK 11/98  
 Checked: WPS 01/99

APPROVED BY: WILLIAM P. SNOW, P.E.  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 REGISTERED ENGINEER No. 42757  
 STATE OF FLORIDA

**CRAIG A. SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
 1000 West McNeil Road - Pompano Beach  
 Florida 33068 (954) 782-8222  
 Fax: (954) 782-8227 E-Mail: cas@cas.soc@craigasmith.com



**RESOLUTION NO. 99-178**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE POTABLE WATER FOR RESALE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF, BETWEEN THE CITY OF COCONUT CREEK AND BROWARD COUNTY; PROVIDING CONDITIONS OF APPROVAL; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, this is a Third Amendment to the Potable Water for Resale Agreement made and entered into by and between the City of Coconut Creek, and Broward County; and

**WHEREAS**, it is in the best interests of both parties to cooperate in a joint effort to work toward the common goals and objectives that each jurisdiction has in the development and maintenance of the Potable Water for Resale Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the City Commission has reviewed and approves the Third Amendment to the Potable Water for Resale Agreement between the City of Coconut Creek, and Broward County, attached hereto and made a part hereof as Exhibit "A".

**Section 2:** That the City Manager is hereby authorized to execute the attached Agreement.

**Section 3:** That this Resolution shall take effect immediately upon its passage.

Adopted this 28th day of October, 1999 on a motion by Commissioner Fantl and seconded by Vice Mayor Gerber.

Ayes	<u>5</u>
Nays	<u>0</u>
Absent or Abstaining	<u>0</u>

*Sam Goldsmith*

**Sam Goldsmith, Mayor**

Attest:

*Barbara S. Price*  
**Barbara S. Price, CMC/AAE**  
City Clerk

Goldsmith	<u>Aye</u>
Gerber	<u>Aye</u>
Sacks	<u>Aye</u>
Fantl	<u>Aye</u>
Waldman	<u>Aye</u>

**FOURTH  
AMENDMENT TO  
AGREEMENT FOR  
POTABLE WATER  
EFFECTIVE DATE  
MAY 29, 2013**

**(TO ALLOW CITY TO OPERATE EMERGENCY  
INTERCONNECTS WITH THIRD PARTIES AND  
TO AMEND THE TERM OF THE AGREEMENT)**

**FOURTH AMENDMENT  
TO  
POTABLE WATER FOR RESALE AGREEMENT  
BETWEEN  
BROWARD COUNTY  
AND  
CITY OF COCONUT CREEK**

This is the Fourth Amendment to the Agreement dated October 30, 1973, between Broward County, a political subdivision of the State of Florida, hereafter referred to as "SELLER," and City of Coconut Creek, hereafter referred to as "CONSUMER," collectively referred to as the "Parties."

**WITNESSETH**

WHEREAS, on October 30, 1973, SELLER and CONSUMER entered into an Agreement (the "Agreement"), under which SELLER provides treated potable water to CONSUMER for resale; and

WHEREAS, on December 23, 1991, SELLER and CONSUMER entered into a First Amendment to the Agreement, providing for treated potable water in excess of the then current metered capacity; and

WHEREAS, on October 4, 1994, SELLER and CONSUMER entered into a Second Amendment to the Agreement, providing for treated potable water in excess of the then current metered capacity; and

WHEREAS, on March 7, 2000, SELLER and CONSUMER entered into a Third Amendment to the Agreement, providing for an additional connection to SELLER's potable water system and extending the term of the Agreement, as previously amended; and

WHEREAS, CONSUMER desires to establish metered interconnects with third parties, including other municipalities, to be used, only under an emergency basis, to either purchase or sell potable water under emergency conditions; and

WHEREAS, SELLER has no objection to CONSUMER entering into arrangements with third parties for the provision of potable water under emergency conditions; NOW, THEREFORE

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments set forth herein, SELLER and CONSUMER agree as follows:

1. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties and the recitals contained in the Whereas clauses are incorporated herein.
2. Section 2 of the Agreement is hereby amended to read as follows:

2. (a) During the continuance of this Agreement, the Consumer shall not purchase water from any person, firm, or corporation other than the Seller for distribution within the area described in Exhibit A hereto, so long as the Seller is able to supply all water required by the Consumer for said area, subject to the conditions herein set out, except by written consent of Seller evidenced by an amendment to this Agreement; and Seller shall not sell water to any person, firm, or corporation other than Consumer within the area described in Exhibit A.

(b) Notwithstanding the above, Consumer may establish emergency interconnects with third parties to be used, only under an emergency basis, to either purchase or sell potable water, under the following conditions:

(i) Consumer must notify Seller of any emergency interconnects established with third parties. Consumer must provide Seller with the location of the interconnect(s), size of the interconnect, and meter sizes and locations.

(ii) Consumer must assure that the meter(s) are installed, sized, and maintained to accurately measure water either flowing into or out of Consumer's service area through the interconnect(s).

(iii) Consumer must maintain the interconnect(s) in a locked position under normal circumstances. The interconnect(s) may not be activated without notice to Seller.

(iv) Seller will not be responsible for providing adequate flow to third parties through the interconnect(s).

(v) Consumer must notify Seller within 30 days of any modifications, including meter changes to the interconnect(s).

(vi) Consumer shall provide to Seller end-of-the-month readings of the meter(s) at each interconnect within 15 days of the end of each month.



3. Section 1 of the Agreement, as previously amended by paragraph 4 of the Third Amendment, is hereby amended by replacing same with the following (underlining omitted):

1. Seller agrees to sell to Consumer and Consumer agrees to buy from Seller potable water for resale to the citizens and customers of Consumer, under the terms and conditions set forth herein. This Agreement shall terminate at the end of Seller's next succeeding fiscal year subsequent to such time as all obligations, notes, and bonds heretofore or hereafter issued, for the financing of Seller's potable water supply, treatment, and transmission facilities, and any part of said facilities, are retired or satisfied. This Agreement shall not be canceled during the term hereof on any conditions except by mutual cancellation agreement between the parties hereto, which shall be a written document executed with the same formality and of equal dignity herewith.

4. Preparation of this Fourth Amendment has been a joint effort of Seller and Consumer, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

5. Except as otherwise specifically amended herein, the terms and conditions of the Agreement, as previously amended, shall remain unchanged and in full force and effect. In the event of a conflict between the terms and conditions of this Fourth Amendment and the terms and conditions set forth in the Agreement and prior Amendments, the Parties hereby agree that this document shall control.

6. This Fourth Amendment to the Agreement shall take effect upon execution by the Parties, and may be fully executed by the Parties in multiple copies, each of which, bearing original signatures, shall have the force and effect of an original document.

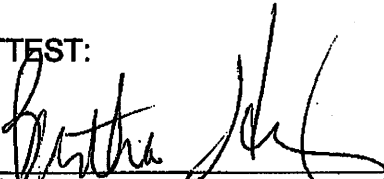
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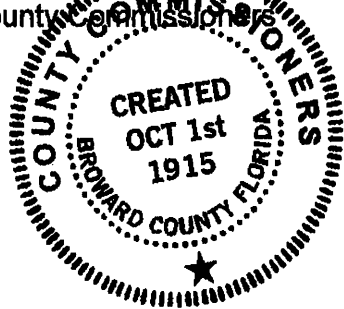
Coding: Words in ~~struck-through~~ type are deletions from existing text.  
Words in underscored type are additions.

IN WITNESS WHEREOF, the parties have made and executed this Fourth Amendment to the Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 14 day of May, 2013, and CITY OF COCONUT CREEK, signing by and through its City Manager, duly authorized to execute same.

**SELLER**

ATTEST:

  
\_\_\_\_\_  
Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners



Insurance requirements  
approved by Broward County  
Risk Management Division

By  4/2/13  
\_\_\_\_\_  
Signature (Date)

Risk Management Division

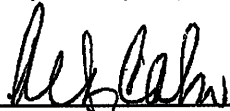
\_\_\_\_\_  
Jacqueline A. Blans  
Risk Insurance and  
Contracts Manager

BROWARD COUNTY, by and through  
its Board of County Commissioners

By   
\_\_\_\_\_  
Vice Mayor

29 day of May, 2013

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  4/9/13  
\_\_\_\_\_  
Al A. DiCalvo (Date)  
Assistant County Attorney

 4/11/13  
\_\_\_\_\_  
Michael J. Kerr  
Chief Trial Counsel

AAD  
10/2/12  
CoconutCreek(LargeUserPW)\_v1.am4.docx

FOURTH AMENDMENT TO POTABLE WATER FOR RESALE AGREEMENT  
BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK

CONSUMER

ATTEST:

Barbara Steele  
City Clerk

(SEAL)

CITY OF COCONUT CREEK

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Paul J. ...  
City Manager

5<sup>th</sup> day of March, 2013.

APPROVED AS TO FORM:

By Nancy A. Cousins  
City Attorney

**NANCY A. COUSINS**

**RESOLUTION NO. 2013- 20**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT TO THE POTABLE WATER FOR RESALE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND BROWARD COUNTY; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on October 30, 1973, THE City and County entered into an Agreement (the "Agreement"), under which the County provides treated potable water to the City for resale; and

**WHEREAS**, on December 23, 1991, the City and the County entered into a First Amendment to the Agreement providing for treated potable water in excess of the then current metered capacity; and

**WHEREAS**, on October 4, 1994, the City and the County entered into a Second Amendment to the Agreement providing for treated potable water in excess of the then current metered capacity; and

**WHEREAS**, on March 7, 2000, the City and the County entered into a Third Amendment to the Agreement providing for an additional connection to Seller's potable water system and extending the term of the Agreement, as previously amended; and

**WHEREAS**, the City desires to enter into a Fourth Amendment to the Agreement with the County to extend the Agreement date and enable the City to establish emergency potable water connections from and to third parties; and

**WHEREAS**, it is in the best interests of both parties to cooperate in a joint effort to work towards the common goals and objectives that each jurisdiction has in the development and maintenance of the Potable Water for Resale Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the City Commission has reviewed and approves the Fourth Amendment to the Potable Water for Resale Agreement between the City and Broward County, attached hereto and made a part hereof as Exhibit "A".

**Section 2:** That the City Manager is hereby authorized to execute the attached Fourth Amendment between the City of Coconut Creek and Broward County.

**Section 3:** That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 28th day of February 2013, on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

Ayes 5

Nays 0

Absent or  
Abstaining 0

  
Marilyn Gerber, Mayor

Attest:

  
Barbara S. Price, MMC  
City Clerk

Gerber Aye

Belvedere Aye

Sarbone Aye

Tooley Aye

Aronson Aye

**APPENDIX 1-B**

**CITY OF MARGATE WATER USE PERMIT - 2010**



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

CON 24-06

**Application No.:** 100818-3

September 30, 2010

CITY OF MARGATE  
1001 WEST RIVER DRIVE  
MARGATE, FL 33063

Dear Permittee:

**SUBJECT:** **Permit No.:** 06-00121-W  
**Project:** CITY OF MARGATE PUBLIC WATER SUPPLY SYSTEM  
**Location:** BROWARD COUNTY S13,22-27,34-36/T48S/R41E  
S6,5/T49S/R42E  
S2,1/T49S/R41E  
S19,30-32/T48S/R42E

**Permittee:** CITY OF MARGATE

District staff has reviewed the information submitted in support of the referenced application for permit modification(s) and determined that the proposed activities are in compliance with the previous permit and the appropriate provisions of Rule 40E-2.331 (4)(a), Florida Administrative Code. The permit modification(s) include the following:

This permit modification is to change limiting condition 25 that requires submittal of a compliance report every five years to instead require submittal of the report every ten years. This change is being made in accordance with Senate Bill 550, which was adopted during the 2010 legislative session (Section 373.236, F.S.). The next report will be due 15 years from the date of permit issuance. Enclosed are the limiting conditions to this permit with the above noted change. Your permit may be viewed online and compliance documents can be submitted electronically on the District's ePermitting website ([www.sfwmd.gov/ePermittting](http://www.sfwmd.gov/ePermittting)).

Please understand that your permit remains subject to the 25 Limiting Conditions and all other terms of the permit authorization as previously issued.

Sincerely,

Thomas Colios  
Section Leader  
Water Use Regulation Division

TDC/pb

### Limiting Conditions

- 1 This permit shall expire on April 13, 2025.
- 2 Application for a permit modification may be made at any time.
- 3 Water use classification:  
Public water supply
- 4 Source classification is:  
Ground Water from:  
Biscayne Aquifer
- 5 Annual allocation shall not exceed 3396 MG.

Maximum monthly allocation shall not exceed 313.9 MG.

The stipulated annual allocation of 3,396 MG and maximum monthly allocation of 313.9 MG are authorized through April 13, 2010. After April 13, 2010, the annual allocation shall not exceed 3,106 MG and the maximum month allocation shall not exceed 279.2 MG unless the permit is modified.

- 6 Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

CITY OF MARGATE  
1001 West River Drive  
Margate, FL 33063

- 7 Withdrawal facilities:

Ground Water – Existing:

- 2 – 18" X 105' X 2100 GPM Wells Cased To 88 Feet
- 1 – 12" X 100' X 900 GPM Well Cased To 100 Feet
- 2 – 12" X 105' X 1000 GPM Wells Cased To 100 Feet
- 2 – 18" X 108' X 2100 GPM Wells Cased To 88 Feet
- 1 – 8" X 100' X 800 GPM Well Cased To 90 Feet



- 1 - 12" X 100' X 1200 GPM Well Cased To 100 Feet
- 2 - 18" X 105' X 1500 GPM Wells Cased To 95 Feet
- 1 - 12" X 100' X 900 GPM Well Cased To 105 Feet

- 8 Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

- 9 Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

- 10 Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(2) Reduction in water levels that harm the hydroperiod of wetlands,

(3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(4) Harmful movement of contaminants in violation of state water quality standards, or

- (5) Harm to the natural system including damage to habitat for rare or endangered species.
- 11 If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
  - 12 Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
  - 13 The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
  - 14 The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
  - 15 Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist – Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
  - 16 In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
  - 17 Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.  
  
In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.
  - 18 Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
  - 19 The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
  - 20 Permittee shall implement the wellfield operating plan described in District staff report prepared in support of recommendation for permit issuance.
  - 21 Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit issuance.
  - 22 Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.

The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit

- 23 Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule.
- 24 Public water utilities that control, either directly or indirectly, a wastewater treatment plant, and which had determined, at the time of issuance of its consumptive use permit and pursuant to Section 403.064, F.S., that reuse of reclaimed water was not feasible must advise the District of any change in this determination that may occur during the term of the consumptive use permit. In the event the utility determines reuse has become feasible, then the District will require the utility to provide the information listed in Sections 3.2.3.1. and 5.2.5.2.A.
- 25 Every ten years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:
  1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
  2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.

## NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

### **Filing Instructions**

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

**Initiation of an Administrative Hearing**

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

**Mediation**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

**RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

**Noticing Intended Agency Action  
For Permit Modifications to revise Permit Limiting Conditions Requiring 5-year  
Compliance Reports**

It is suggested, but not required, that the Permittee publish a Notice of Intended Agency Action in a newspaper or newspapers, as defined in Chapter 50, F.S., having a general circulation within the area of the subject project. This notice should be published upon receipt of the Letter Modification (enclosed) to revise the permit limiting condition requiring 5-year compliance reports.

The Notice of Intended Agency Action should include sufficient detail to provide adequate notice to interested parties. An example of a notice the District has used previously for notice of intent to issue a typical water use permit is available on the District's website at [www.sfwmd.gov](http://www.sfwmd.gov).

- Hold mouse over the "Topics" tab, scroll down to "Permits and click.
- Select "Regulatory Guidance" from the menu located in the left hand column of the page.
- Enter "Legal" in the keyword search and hit return key.

You may wish to use this notice as an example or guideline in the preparation of your notice. However, please direct any specific questions on notice content to your attorney or legal representative.

Once published, this notice may be used to document sufficient notice to interested parties. Please provide Proof of Publication and a copy of the notice to:

South Florida Water Management District  
Regulatory Support Division, MSC2440  
P.O. Box 24680  
West Palm Beach, FL 33416-4680

**APPENDIX 2-A**

**2018 LEC WATER SUPPLY PLAN  
(BCWWS DISTRICT 2A/NORTH REGIONAL WELLFIELD)**

## BROWARD COUNTY WATER AND WASTEWATER SERVICES DISTRICT 2A/NORTH REGIONAL WELLFIELD

**Service Area:** All or portions of the cities of Coconut Creek, Deerfield Beach, Lighthouse Point, Parkland, and Pompano Beach, and unincorporated areas of Broward County

**Description:** Potable water supplies are obtained from two SAS wellfields (2A and North Regional). The utility may develop an FAS wellfield and RO WTP at the 2A wellfield or make use of the C-51 Reservoir. Water is treated at the 2A WTP using lime softening, and the North Regional wellfield provides approximately 6.20 mgd of additional raw water to the 2A WTP. The utility provides up to 0.60 mgd of raw water to the City of Deerfield Beach. The utility maintains interconnections with the City of Deerfield Beach, Town of Hillsboro Beach, PBCWUD, and City of Pompano Beach.

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Population and Finished Water Demand						
		Existing		Projected		
		2016	2020	2030	2040	
Population		118,161	121,697	128,006	130,991	
Average 2012-2016 Per Capita (gallons per day finished water)		106				
<b>Potable Water Demands</b> (daily average annual finished water in mgd)		<b>12.53</b>	<b>12.90</b>	<b>13.57</b>	<b>13.89</b>	
SFWMD Water Use Permitted Allocation (mgd)						
Potable Water Source		Permit Number 06-01634-W (expires 2028)				
SAS		17.50				
FAS		4.60				
Bulk Raw Water Sale (City of Deerfield Beach)		(0.60)				
<b>Total Allocation</b>		<b>22.06</b>				
FDEP Potable Water Treatment Capacity (PWS ID # 4060163)						
Permitted Capacity by Source		Cumulative Facility & Project Capacity (mgd)				
		Existing		Projected		
		2016	2020	2030	2040	
SAS		40.00	40.00	40.00	40.00	
FAS		0.00	0.00	6.00	6.00	
<b>Total Potable Capacity</b>		<b>40.00</b>	<b>40.00</b>	<b>46.00</b>	<b>46.00</b>	
Nonpotable Alternative Water Source Capacity (mgd)						
Reclaimed Water		10.00	10.00	26.00 <sup>a</sup>	26.00 <sup>a</sup>	
<b>Total Nonpotable Capacity</b>		<b>10.00</b>	<b>10.00</b>	<b>26.00<sup>a</sup></b>	<b>26.00<sup>a</sup></b>	
Project Summary						
Water Supply Projects	Source	Completion Date	Total Capital Cost (\$ million)	Projected Cumulative Design Capacity (mgd)		
				2020	2030	2040
Potable Water						
District 2A WTP expansion	FAS	2026	\$33.34	0.00	6.00	6.00
<b>Total Potable Water</b>			<b>\$33.34</b>	<b>0.00</b>	<b>6.00</b>	<b>6.00</b>
Nonpotable Water						
C-51 Reservoir Storage Phase 1	Surface Water	2026	\$13.80	0.00	3.00	3.00
<b>Total Nonpotable Water</b>			<b>\$13.80</b>	<b>0.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Total New Water</b>			<b>\$47.14</b>	<b>0.00</b>	<b>9.00</b>	<b>9.00</b>

<sup>a</sup> Projection to meet Ocean Outfall Law requirements. To meet this capacity, the utility plans to increase water reuse throughout the county and provide reclaimed water to PBCWUD, NSID, Pompano Beach Highlands, and the City of Coconut Creek. See **Appendix F** for more information.