

**LARGE USER WASTEWATER  
AGREEMENT EFFECTIVE  
DATE MAY 23, 1989 –  
SUPERCEDES ALL PRIOR  
AGREEMENTS**

**(STILL CURRENT 2017)**

LARGE USER  
WASTEWATER  
A G R E E M E N T  
BETWEEN  
BROWARD COUNTY  
AND  
CITY OF COCONUT CREEK

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A G R E E M E N T  
BETWEEN  
BROWARD COUNTY  
AND  
CITY OF COCONUT CREEK

KNOW ALL MEN BY THESE PRESENTS: This Agreement is made and entered into in Broward County, Florida, between BROWARD COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as COUNTY, through its Board of County Commissioners, which term shall include its successors and assigns,

AND

the CITY OF COCONUT CREEK, hereinafter referred to as CUSTOMER which term shall include its successors and assigns.

W I T N E S S E T H, that for and in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CUSTOMER hereby agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 Section 201 of PL 92-500 provides that local regions must develop a wastewater facilities plan which is acceptable to the federal government as a prerequisite to the continued receipt of federal assistance for the construction of wastewater transmission and treatment facilities.
- 1.2 The federal government has promulgated rigorous standards for final discharge of effluent and sludge disposal. The implementation costs of meeting these standards will be prohibitive for the individual municipalities in the County if they must act alone without the availability of federal assistance funds.
- 1.3 Broward County engaged the firm of James M. Montgomery, Consulting Engineers, to prepare the "201" study to develop a Wastewater Facilities Plan for Broward County which would satisfy the requirements of PL 92-500 as well as any rules and regulations promulgated thereunder.

- 1.4 The recommendation of the Consultant and subsequent recommendation by additional consultants, pursuant to an updated 201 Facilities Plan, was that there would be a number of distinct regional wastewater treatment plants and transmission systems to those plants; the North District Regional Wastewater System being one of the designated regions.
- 1.5 The recommendations of the Consultant were approved by a majority of the municipalities within Broward County and by the United States Environmental Protection Agency (EPA).
- 1.6 COUNTY operates or will operate wastewater transmission, treatment, and disposal facilities serving CUSTOMER.
- 1.7 COUNTY has or will have sufficient wastewater treatment capacity to furnish wastewater transmission, treatment, and disposal requirements of CUSTOMER.
- 1.8 COUNTY has or will have sufficient wastewater treatment capacity to furnish the projected wastewater transmission, treatment, and disposal needs of CUSTOMER during the entire term of this Agreement, based upon the projected wastewater flow schedule as provided by CUSTOMER.
- 1.9 CUSTOMER agrees to purchase all wastewater transmission, treatment, and disposal services from COUNTY in accordance with the terms set forth in this Agreement.
- 1.10 The authority for this Agreement is Chapter 153.03 Florida Statutes and Chapter 63-1181 Laws of Florida, Special Acts of 1963, as amended and as continued in Broward County Ordinance Number 74-21.

ARTICLE 2  
DEFINITIONS

Unless the context specifically indicates otherwise, the following words and phrases used in this Agreement shall have the following meanings:

2.1 Words and terms related to water and wastewater shall have the definitions listed in the "Glossary - Water and Wastewater Control Engineering", 1981, Third Edition, Published by: American Public Health Association, American Society of Civil Engineers, American Water Works Association, and Water Pollution Control Federation, unless defined elsewhere in this Agreement.

2.2 "COUNTY TRANSMISSION FACILITIES"

This term shall mean those facilities owned or operated, or both, by COUNTY, within the North Broward County District, as shown on Exhibit "A" attached hereto, including present and future master pumping stations and force mains, that are now or will be used for the purpose of transmitting sewage to COUNTY Treatment Facilities.

2.3 "COUNTY TREATMENT FACILITIES"

This term shall mean those facilities owned or operated, or both, by COUNTY for the purpose of wastewater treatment and disposal within the North Broward County District, as shown on Exhibit "A" attached hereto, including such future additions and extensions to these facilities as may be made from time to time.

2.4 "CUSTOMER'S SERVICE AREA"

This term shall mean the geographic boundaries in which the CUSTOMER is responsible for providing wastewater collection and transmission services to the COUNTY as indicated on the attached Exhibit "B".

2.5 "CUSTOMER'S SYSTEM"

This term shall mean the entire wastewater system including gravity sewers, manholes, laterals, lift stations, pumping stations, force mains, and appurtenances thereto upstream of the POINT(S) OF CONNECTION to the COUNTY system.

2.6 "DEBT SERVICE CHARGES" (TREATMENT, DISPOSAL AND OR TRANSMISSION)

Debt Service Charges shall include principal, interest, and coverage requirements on outstanding revenue bonds or other obligations including, but not limited to, bond agent fees or service charges heretofore or hereafter issued by the COUNTY for the benefit of the Broward County North District Regional Transmission, Treatment, and Disposal Facilities.

2.7 "DISTRICT ADVISORY BOARD"

This term shall mean the Board that is established and composed of representatives of LARGE USERS receiving wastewater transmission, treatment, and disposal services from COUNTY, and whose function it is to serve in an advisory capacity to the Board of County Commissioners regarding rates, modification to the facilities, and to perform other duties and functions as provided in the ordinance establishing said Board. Each LARGE USER as defined herein shall be entitled to representation on said Board. Written notice

will be given by LARGE USERS via notorized resolution, sent to UTILITIES DIVISION, identifying said LARGE USER'S ADVISORY BOARD representative; and each time said LARGE USER changes ADVISORY BOARD representative.

2.8 "UTILITIES DIVISION"

This term shall mean the Broward County Utilities Division located at 2401 North Powerline Road, Pompano Beach, Florida, 33069, or other such agency as defined by the COUNTY.

2.9 "DOMESTIC WASTEWATER"

This term shall mean wastewater derived principally from dwellings, business buildings, institutions, and the like.

2.10 "INDUSTRIAL WASTES"

This term shall mean any industrial process or cooling water discharge or wastes other than domestic wastes.

2.11 "LARGE USER" or "CUSTOMER"

Any municipality, special district, or other entity which operates wastewater collection and transmission facilities which connect into the COUNTY wastewater transmission, treatment, and disposal facilities, and any private individual, partnership, corporation, or other business entity duly licensed and certified by the Florida Public Service Commission to function as a utility company and which operates wastewater collection and transmission facilities which connect into COUNTY wastewater transmission, treatment, and disposal facilities. This term shall refer only to those municipalities, special districts, and other entities that execute this form of agreement



containing substantially the same terms and conditions, and shall specifically exclude those municipalities and special districts that have previously entered into agreements with the COUNTY under different terms and conditions.

2.12 "OPERATING AND MAINTENANCE CHARGES"

Operating and maintenance charges shall mean the COUNTY'S reasonable and necessary current expenses of maintenance, repair, and operation of the North District Regional System, and shall include, without limiting the generality of the foregoing, all ordinary and usual expenses of maintenance and repair, which may include expenses not annually recurring, COUNTY administrative expenses, reasonable charges for pension or retirement funds properly chargeable to the North District Regional System, insurance premiums, engineering expenses relating to maintenance, repair, and operation, fees and expenses of Paying Agents, legal expenses, any taxes which may be lawfully imposed on its income or operations and reserves for such taxes, and any other expenses required to be paid by the COUNTY, all in accordance with the accrual method of accounting, but shall not include any reserves for extraordinary maintenance or repair, or any deposits or transfers to the credit of the Sinking Fund, Loan Repayment Fund, the Renewal and Replacement Fund, and the General Reserve Fund.

2.13 "POINT(S) OF CONNECTION"

This term shall mean the POINT(S) where the CUSTOMER'S system connects to the COUNTY system for the purpose of delivering wastewater into the COUNTY system from the CUSTOMER'S system; said POINT(S) OF CONNECTION is defined, described, and set forth in Article 3.1 hereof.

2.14 "RESERVE CAPACITY"

This term shall mean the annual average daily flow expressed in million gallons per day (MGD) for which the CUSTOMER has reserved as defined in Article 3.6.

2.15 "SURCHARGE"

A monthly charge collected by COUNTY from CUSTOMER representing a contribution to the Improvement, Repair, and Replacement Fund, as described in Article 5.1.5, that is deposited to said account by COUNTY. The rate of charge shall be adjusted annually, if necessary, to a maximum of 10% of CUSTOMERS monthly bill for transmission and/or treatment/disposal of wastewater.

ARTICLE 3

PROVISIONS PERTAINING TO CONNECTION  
TO THE COUNTY WASTEWATER TREATMENT SYSTEM

3.1 POINT(S) OF CONNECTION

Both parties agree that the POINT(S) OF CONNECTION and meter location(s) shall be as indicated on the attached Exhibit "C".

3.2 TRANSFER OF LAND AT POINT(S) OF CONNECTION

COUNTY may locate the POINT(S) OF CONNECTION, meter location(s), and necessary transmission facilities on property now being used by CUSTOMER for wastewater transmission or treatment facilities. CUSTOMER will convey at no cost to COUNTY either the fee simple title or appropriate easement to the property needed by COUNTY for the POINT(S) OF CONNECTION, meter location, pump stations, transmission facilities, and such interest in property as is necessary to provide ingress or egress by COUNTY to said POINT(S) OF CONNECTION, meter location, pump stations, and transmission facilities. Such property shall be of sufficient magnitude to allow for future projected expansion.

3.3 MAINTENANCE OF CUSTOMER'S FACILITIES

CUSTOMER agrees to construct where necessary, and to operate and properly maintain at its own cost and expense, all sanitary gravity sewers, lift stations, pumping stations, force mains, and other required appurtenances related and directly attributable to the wastewater collection system upstream of the POINT(S) OF CONNECTION that are necessary to properly and continuously collect and convey sanitary wastewater to the POINT(S) OF CONNECTION to

the COUNTY system at such elevation, pressure, and flow rates as described in Article 3.6 and 3.7 herein.

3.4 CUSTOMER'S SERVICE AREA

CUSTOMER agrees that it will not accept wastewater from outside its Service Area, for transmission to the COUNTY'S facility unless CUSTOMER receives prior approval by the COUNTY, with such approval being the subject of a written supplemental agreement attached hereto and made a part hereof. It is agreed that such approval will not be withheld without good and sufficient cause.

3.5 CUSTOMER'S FUTURE FLOW PROJECTIONS

CUSTOMER agrees that it shall annually review its needs for wastewater transmission and wastewater treatment service and, with the advice and counsel of a professional engineer, project its future needs to the best of its knowledge and ability, in the format which follows:

<u>YEAR</u>	<u>TRANSMISSION</u>			<u>TREATMENT</u>		
	Annual Avg Daily Flow (MGD)	Max Month Avg Daily Flow (MGD)	Max Day Avg Daily Flow (MGD)	Annual Avg Daily Flow (MGD)	Max Month Avg Daily Flow (MGD)	Max Day Avg Daily Flow (MGD)
1989	0.9	1.1	1.8	3.2	3.8	6.4
1990	1.2	1.4	2.4	3.6	4.3	7.2
1991	1.6	1.9	3.2	4.1	4.9	8.2
1992	1.9	2.3	3.8	4.5	5.4	9.0
1993	2.1	2.5	4.2	4.9	5.9	9.8
1998	3.8	4.6	7.6	6.5	7.8	13.0
2003	4.9	5.9	9.8	7.6	9.1	15.2
2009	6.0	7.2	12.0	8.8	10.6	17.6

NOTE: Years are based on fiscal years beginning October 1 thru September 30.

These projections shall serve as a reasonable estimate of the future needs of CUSTOMER for the purpose of planning expansion, construction, modification, or alteration of said COUNTY facilities and shall be so used by COUNTY in determining plant capacity requirements attributable to CUSTOMER in COUNTY transmission, treatment, and disposal facilities. CUSTOMER agrees to furnish this projection to UTILITIES DIVISION no later than the first day of June each year. Said projections are necessary for planning purposes. COUNTY agrees that it will use the projections as a tool in determining if and when extensions and modifications to the facilities are required and economically feasible. In determining when to expand or modify its facilities, COUNTY will consider recommendations of the individual CUSTOMER and of the District Advisory Board.

### 3.6 RESERVE CAPACITY

COUNTY'S obligation to furnish service to CUSTOMER under this Agreement shall be limited to a Reserve Capacity of 2.327 million gallons per day (MGD) for transmission, and 4.827 MGD for treatment and disposal. Upon completion of the North District Regional Wastewater Treatment Plant expansion project #246017, the COUNTY'S obligation to furnish service to CUSTOMER shall be limited to a Reserve Capacity of 3.34 MGD for transmission and 6.04 MGD for treatment and disposal. The above stated quantities may be subject to amendment or to modification and changes therein as provided for in Article 6. COUNTY shall have all right and power by suit or other such proceedings at law or in equity to enforce the limitation of its obligations hereunder and to prohibit CUSTOMER or its

officers, agents, or employees from flowing wastewater into COUNTY'S transmission and treatment facilities which exceeds the amount of Reserve Capacity hereinabove indicated.

3.7 PRESSURE(S) AT POINT(S) OF CONNECTION

CUSTOMER agrees that, under all operating conditions, except as provided in Article 7.6 of this Agreement, the elevation of a gravity system or pressure in a force main at the POINT(S) OF CONNECTION shall be sufficient to deliver all wastewater without backing up the CUSTOMER'S gravity lines or reversing flow in CUSTOMER'S force main system when the elevation or pressure in the COUNTY system at the POINT(S) OF CONNECTION is 8.5 feet above mean sea level, or 15 pounds per square inch.

3.8 EQUALIZATION OF FLOW

CUSTOMER agrees that, through the use of acceptable methods, adequate provisions will be included in the delivery facilities to prevent excessive peak flow rates and extended periods of no flow from CUSTOMER'S system. The average daily flow shall be controlled such that it is transported to COUNTY'S transmission and treatment facilities by 24-hour-per-day continuous pumping directly relating to incoming flow, except that the rates of pumping for any four-hour period shall not exceed two hundred fifty percent (250%) of the annual average daily flow of the preceding twelve (12) months. In the event CUSTOMER has not provided continuous flow during the entire period of the preceding twelve (12) months, the term "average daily flow" shall mean that flow projected for treatment for the appropriate year, as indicated in Article 3.5. In the event the flow to the County Treatment Facility is not controlled as stipu-

lated hereinabove, then COUNTY may impose a compensatory charge of a percentage of the monthly billing to CUSTOMER, unless a supplemental written agreement entered into by both parties and attached hereto provides otherwise. Such supplemental written agreement may involve adjustment of rates as a result of reallocation of design, construction, financing, operation, and maintenance costs. The compensatory charge shall be computed as follows: In the event CUSTOMER causes a flow of 250.01% to 255%, inclusive, of the average daily flow for any four (4) hour period, CUSTOMER shall be charged an additional one percent (1%) of the monthly service charge, and an additional one percent (1%) of the monthly service charge, shall be charged for each increment of five percent (5%) or any portion thereof exceeding 255%.

3.9 COUNTY TO INSTALL METERS

COUNTY agrees to furnish and install a wastewater metering device, housing, accessories, and appurtenances of a type and design selected by COUNTY, to be located at the site or sites as defined in Exhibit "C" attached hereto. COUNTY shall retain ownership of the metering device, together with the housing, accessories, and appurtenances thereto. In the event the capacity of the metering device becomes inadequate for the amount of flow delivered, COUNTY, at its expense, shall replace the meter or install such additional metering device or devices as may be necessary.

3.10 COUNTY TO MAINTAIN METER

COUNTY agrees to have an annual inspection and report prepared at its expense regarding the condition and accuracy of



the metering device performed by a representative of the manufacturer or other competent entity. A copy of the annual report on meter inspection shall be furnished to CUSTOMER. CUSTOMER shall have the right to make its own meter inspection, or to have an independent company check the metering equipment at any time during normal business hours provided, however, no such inspection shall be made unless CUSTOMER shall first give COUNTY written notice of its intent to have the inspection made, nor shall any such inspection be made prior to forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by COUNTY. All cost and expense of CUSTOMER'S interim inspection shall be borne by CUSTOMER unless the meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case the cost and expense of such interim inspection shall be borne by COUNTY. Normal maintenance of the metering device shall be performed by COUNTY as an expense of wastewater treatment and effluent disposal.

3.11 PAYMENT IN CASE OF METER INACCURACY

Both parties agree that, should the metering equipment be found to be inaccurate beyond the manufacturer's range of accuracy, the meter will be assumed to be inaccurate since the last meter check or for a period of three months, which ever time should be less, and that the following month's billing will be adjusted to show a credit or additional charge to CUSTOMER for that period.

3.12 PAYMENT IN CASE OF METER FAILURE

Both parties agree that, if at any time the metering system shall be inoperative or in any way fails to provide information

with respect to the quantity of flow into COUNTY'S wastewater transmission, treatment, and disposal facilities, CUSTOMER will pay to COUNTY a daily amount equal to the average flow of the monthly billing period prior to the date the meter became inoperative.

ARTICLE 4

PROVISIONS RELATING TO  
DISCHARGE AND SAMPLING

4.1 TYPES OF WASTES TO BE DISCHARGED

Except as hereinafter provided, CUSTOMER shall not discharge or cause to be discharged any of the following described waters or wastes into the COUNTY facility. All of the quality limitations enumerated below apply to concentrations or other physical characteristics obtained by analysis by COUNTY of a composite sample of the waste collected for a twenty-four (24) hour period proportioned to flow, which sample will be split with CUSTOMER upon written request. Such analysis shall be made in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

- 4.1.1 Any water or wastes containing more than two thousand (2,000) parts per million by weight (2,000 mg per liter) of dissolved solids or more than six hundred (600) parts per million (600 mg per liter) of chlorides or a hydrogen sulfide content of more than five (5) parts per million (5 mg per liter.)
- 4.1.2 Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit.
- 4.1.3 Any water or wastes containing fat, oil, grease, or any oily substance, singly or in combination,

- exceeding on analysis an average of one hundred (100) parts per million.
- 4.1.4 Any waters or wastes having a pH lower than 5.5 or higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of COUNTY.
  - 4.1.5 Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid, or gas.
  - 4.1.6 Any noxious or malodorous gas or substance which, either singly or by interaction with other wastes, is creating a public nuisance or hazard to life or which prevents or makes unduly hazardous the entry into sewers for maintenance and repair.
  - 4.1.7 Any solid or viscous substance capable of causing obstruction to the flow in sewers or interference with the proper operation of the COUNTY Wastewater Treatment Facilities.
  - 4.1.8 Any waters or wastes which constitute a hazard to any structures or appurtenances of the COUNTY facility.
  - 4.1.9 Any waters or wastes which singly or in combination with other waters or wastes that inhibits or interferes with the treatment process, or renders the treatment plant's effluent to be toxic as determined by regulatory permit requirements.
  - 4.1.10 Any waters or wastes that renders the sludge produced by the treatment plant to be other than a

class I sludge as defined by Florida's Department of Environmental Regulation.

4.1.11 For the substances listed on Table 1, the maximum limits shall not be exceeded.

TABLE NO. 1

<u>Parameters, Material or Characteristic</u>	<u>Maximum Allowable Value</u>
Arsenic	0.10 mg/l
Boron	1.00 mg/l
Cadmium	0.10 mg/l
Chromium, total	1.00 mg/l
Chromium, hexavalent	0.50 mg/l
Copper	0.50 mg/l
Cyanides/ates	0.20 mg/l
Iron	10.00 mg/l
Lead	0.20 mg/l
Mercury	0.01 mg/l
Nickel	0.20 mg/l
Phenols	0.10 mg/l
Silver	0.20 mg/l
Zinc	1.00 mg/l
BOD <sub>5</sub>	400 mg/l
Suspended Solids	400 mg/l
COD	800 mg/l

The above maximum allowable values may, from time to time, be revised by federal, state, or local regulatory agencies, in which case CUSTOMER agrees not to exceed such revised maximum limits. COUNTY will notify CUSTOMER of any mandated changes to Section 4.1 of this article.

4.1.12 Water or waste discharged by CUSTOMER which, after treatment by COUNTY, would exceed federal, state, or local quality requirements, unless such discharge is allowed by duly issued operating permit. This provision assumes that COUNTY'S treatment plant will be operating within its approved design capability.

4.2 If at any time CUSTOMER shall not comply with the restrictions imposed upon it in the preceding portion of this Article, or if CUSTOMER shall create any condition which COUNTY should determine destructive to any part of COUNTY'S facility, COUNTY shall give thirty (30) days written notice to CUSTOMER to discontinue such operation or practice, within which period CUSTOMER agrees to comply. If customer does not initiate and/or establish a compliance program within 90 days of notification, and/or if any damages result from the discharge of improper wastes by CUSTOMER, COUNTY reserves the right to provide such preliminary treatment facilities or establish such programs as required to bring the CUSTOMER'S discharge into compliance. CUSTOMER will be responsible to the COUNTY for all charges, both capital and

operational for the establishment of these programs or facilities as described herein. Additionally, failure to comply with the conditions stipulated in Article 4, subsections 4.1 through 4.1.12, shall place CUSTOMER in default of this agreement by the COUNTY. As such, the COUNTY will not be able to attest to regulatory agencies that adequate wastewater treatment capacity is available for the CUSTOMER.

4.3 Both parties agree that no statement contained in this Article shall be construed as preventing any special agreement or arrangement between COUNTY and CUSTOMER whereby an industrial waste of unusual strength or character may be accepted by COUNTY for treatment, subject to additional payment by CUSTOMER.

4.4 CUSTOMER agrees to include in the design of its wastewater delivery system a safe, mutually agreeable sampling station so that COUNTY can obtain grab and composite samples of the wastewater as a means of monitoring the characteristics of the wastewater received from CUSTOMER, and to provide for such right-of-way or easements as may be necessary to assure COUNTY of access to the sampling station.

On notification to CUSTOMER, COUNTY shall have the right at any time to collect samples of sewage and industrial wastes at various locations within CUSTOMER'S facilities for the purpose of making laboratory analysis of these wastes. The costs of collecting and of testing such samples shall be considered a COUNTY facility treatment and effluent disposal operating expense.

- 4.5 CUSTOMER shall supply UTILITIES DIVISION, not later than the 1st day of June of each year, with a list of the producers of industrial wastes, if any, as of May 1 of each year.
- 4.6 CUSTOMER shall, upon receipt of written request from COUNTY, submit annually to UTILITIES DIVISION, no later than June 1 of each year, at no cost to COUNTY, a complete laboratory analysis of composite sample(s) of the combined wastes leaving CUSTOMERS facilities at each POINT(S) OF CONNECTION. CUSTOMER shall give UTILITIES DIVISION five (5) days written notice, exclusive of Saturdays, Sundays, and holidays, of its intent to take the required samples, in order that COUNTY may be represented at such sampling. Such analysis shall be made on twenty-four (24) hour composite samples and may include the following: temperature, pH, dissolved solids, chloride, fats and oils (ether extraction), hydrogen sulfide, and all those parameters listed in Table No. 1.
- 4.7 CUSTOMER agrees to adopt, enact, and enforce such rules, regulations, and/or ordinances as may be required to insure that users of CUSTOMER'S system do not discharge or cause to be discharged waters or wastes which would cause CUSTOMER'S wastewater to be unacceptable under the provisions of this Article, and to furnish to UTILITIES DIVISION certified copies thereof within ninety (90) days from date hereof. COUNTY agrees to assist CUSTOMER in the preparation of said rules, regulations, and/or ordinances.
- 4.8 CUSTOMER shall be responsible for implementation in its system of any federal, state, or local regulations imposed upon COUNTY, either now or in the future.



ARTICLE 5

PROVISIONS PERTAINING TO CHARGES

5.1 BASIS OF CHARGES

Both parties agree that COUNTY shall provide wastewater transmission, treatment, and disposal service to CUSTOMER at fees, rates, and charges constituting the full cost of such service, which shall include Operating and Maintenance Charges as defined in Article 2.12, Debt Service Charges as defined in Article 2.6, and Improvement, Repair, and Replacement Fund charges as defined in Article 5.1.5, and COUNTY shall set the same fees, rates and charges for all LARGE USERS as defined in Article 2.11. Such fees, rates and charges shall be adopted or amended by the Board of County Commissioners of the COUNTY, and it shall consider recommendations of the individual CUSTOMERS and recommendations of the District Advisory Board which shall be established, composed of users of the wastewater treatment facilities. The COUNTY shall hold public hearings on amendments to the rates and charges in the manner provided by law and after thirty (30) days written notice to CUSTOMER of such public hearing.

The CUSTOMER shall pay a monthly charge to COUNTY for wastewater transmission, treatment, and disposal services provided by the COUNTY. Such charges shall include the following:

- 5.1.1 Operating and Maintenance charges, applicable to the Regional Treatment Plant, regional pumping stations, regional force mains, and disposal works and facili-

ties and appurtenances thereto. The portion of the monthly charge attributable to such operating and maintenance charge shall be based upon the actual flow used by the CUSTOMER during the billing period.

Such monthly charge shall be computed as a charge per 1000 gallons passing through the meter or meters serving CUSTOMER. The rate for such per 1000 gallon charge shall be computed by dividing the budgeted annual total operating and maintenance expenses for each of Broward County's ensuing fiscal years ending September 30, by the number of thousands of gallons of wastewater which is estimated to be treated and disposed of through Broward County's North District Regional System for that year.

After the close of the fiscal year, an annual adjustment will be computed which will be based upon the actual operating and maintenance expenses recorded for the Broward County North District Regional Transmission, Treatment, and Disposal System for that fiscal year divided by the actual number of thousands of gallons of wastewater treated and disposed of through the system for that fiscal year. Such adjustment will be made subsequent to final verification of operations and maintenance charges by annual audit performed by a Certified Public Accountant.

If the annual adjustment shows that an underpayment was made by CUSTOMER, the amount due and owing shall be paid by CUSTOMER in twelve (12) equal monthly payments and shown as a separate item on the monthly bills during the next twelve months after the adjustment has been made. If the annual adjustment shows that an overpayment was made by CUSTOMER, the amount due and owing CUSTOMER shall be credited to CUSTOMER in twelve (12) equal monthly installments and shown separately on the monthly bills during the next twelve months after the adjustment has been determined.

- 5.1.2 Charges for debt service for the Broward County North District Regional Treatment Plant and Disposal Facilities, shall be computed by determining the ratio of the amount of plant capacity reserved by CUSTOMER to the total committed plant capacity, reserved by all users or CUSTOMERS multiplied by total debt service.
- 5.1.3 Charges for debt service for the Broward County transmission facilities, including regional pumping stations, force mains and appurtenances thereto, shall be computed by determining the ratio of the amount of transmission capacity reserved by CUSTOMER to the total committed transmission capacity, reserved by all users or CUSTOMERS multiplied by total debt service.
- 5.1.4 Any surplus amounts collected by COUNTY pursuant to this section to meet the requirements of bond obligations and covenants shall be used by COUNTY only for

any lawful and legal purpose within the North District Regional System.

5.1.5 The Improvement, Repair, and Replacement Fund shall be maintained by the COUNTY through a surcharge as defined in Article 2.15. Said Fund will be maintained at a level not to exceed five percent (5%) of the total cost of the Broward County North District Regional Transmission, Treatment and Disposal Facilities. Any amounts collected by COUNTY shall be used only for improvements, repair, and replacements to the North District Regional Transmission and Treatment Facilities.

## 5.2 ADDITIONAL CAPACITY

As additional facilities are required to be constructed, such individual reserve capacity shall be based upon the capacity reserved from the total facilities including such additions.

In determining the charges to CUSTOMER pursuant to this Agreement for the expansion and construction of plant facilities and transmission facilities, it is the intent of this Agreement to provide that payments made for principal, interest, and other amounts shall be based upon CUSTOMER'S reserve capacity in relation to the total reserve capacity as defined in Article 5.1.2 and 5.1.3.

5.3 CUSTOMER RESERVING ADDITIONAL CAPACITY

In the event that it becomes necessary for CUSTOMER to secure additional reserve transmission or treatment capacity, CUSTOMER will be required to pay all costs of principal, interest, and bond coverage charges attributable to the additional amount of reserve capacity reserved by CUSTOMER.

5.3.1 It is COUNTY'S intention that any CUSTOMER availing itself of COUNTY'S facilities for the receipt of wastewater transmission, treatment, and disposal services, shall pay all prior costs of principal, interest, and bond coverage charges attributable to the amount of reserve capacity reserved by such CUSTOMER. Such amounts shall be remitted to all those CUSTOMERS that have previously borne the cost of such principal, interest, and bond coverage charges, in the proportion that each CUSTOMER'S reserve capacity bears to the total committed plant capacity reserved by all CUSTOMERS.

5.4 CHARGE FOR EXCESSIVE FLOWS

In the event that the average monthly flow of any CUSTOMER exceeds its transmission or treatment reserve capacity for a period of three (3) successive months, then the monthly charge to the CUSTOMER shall be increased by the percentage that the CUSTOMER exceeds its commitment for each month thereafter that its flow exceeds the amount of its reserve capacity. Nothing in this section shall be

construed to waive or rescind any rights that COUNTY shall have pursuant to Article 3.6 relating to the limitation of COUNTY'S obligation to provide transmission and treatment capacity to CUSTOMER only up to the amount CUSTOMER has reserved.

#### 5.5 REVIEWS

COUNTY agrees that reviews of the cost of providing wastewater treatment, transmission, and disposal services shall be made annually, based on the COUNTY'S fiscal year. The fees, rates and charges which will be effective during the next succeeding fiscal year to the CUSTOMER and other customers of the same class, (i.e., within the same district) will be developed by the COUNTY following such annual review. In developing such fees, rates and other charges for the next succeeding fiscal year, the costs, as defined herein, during the current fiscal year, the audited costs for the preceding fiscal year, and the anticipated changes in costs in the next succeeding fiscal year, will be the preliminary basis for establishing the fees, rates and other charges for the next succeeding fiscal year.

#### 5.6 PAYMENT AND PENALTIES FOR NON-PAYMENT

Both parties agree that COUNTY shall bill CUSTOMER for wastewater transmission, treatment, and disposal services on a monthly basis in accordance with its standard billing procedures, CUSTOMER shall pay such billings within forty-five (45) days of the date of mailing the monthly bill. Should CUSTOMER not pay within the forty-five (45) day

period, CUSTOMER shall pay an interest penalty on the unpaid balance at the maximum rate allowable by state statute. Should a billing or a portion of a billing be outstanding for a period of more than sixty (60) days from the date of the original billing, then the CUSTOMER shall be considered in default and the COUNTY, in addition to all other rights and remedies, shall have the right and power, by suit, action, mandamus or other such proceedings at law or in equity, to protect, enforce, and compel performance by the CUSTOMER and any of the officers, agents, or employees of said CUSTOMER to perform and carry out its and their duties and obligations under this Agreement or applicable law.

5.7 CUSTOMER ACCESS TO COUNTY RECORDS

COUNTY agrees to maintain accounting records for wastewater transmission, treatment, and disposal facilities, and to have said records audited annually. COUNTY will furnish to CUSTOMER a copy of the COUNTY'S annual audit, and the most recently adopted annual budget for review. COUNTY agrees to maintain information in sufficient detail to permit CUSTOMER to ascertain the cost, as defined herein, of wastewater transmission, treatment, and disposal services, separate and apart from the cost of other services of COUNTY. Upon reasonable notice given by CUSTOMER, COUNTY will make available to CUSTOMER, at COUNTY'S offices, its books and records regarding operation of the wastewater transmission, treatment, and disposal facilities.

5.8 COUNTY TO HAVE JURISDICTION

Both parties agree that COUNTY has sole and exclusive authority and jurisdiction as to administration, operation and maintenance of COUNTY system, establishing the annual budget, establishing and amending service fees, rates, and other charges as provided in the Broward County Code for efficient operation and maintenance of the facilities and all other matters and things pertaining to the wastewater transmission, treatment, and disposal facilities. However, COUNTY agrees to consider the recommendations that it receives from the individual CUSTOMERS and the District Advisory Board before making decisions in areas in which the individual CUSTOMERS and the Advisory Board have an interest.



ARTICLE 6

PROVISIONS PERTAINING TO ADDITIONAL OBLIGATIONS  
OF BOTH PARTIES UNDER THIS CONTRACT

6.1 COUNTY TO EXPAND SYSTEM AND APPLY FOR GRANTS

COUNTY agrees to provide whatever extensions and expansions to COUNTY'S transmission, treatment, and disposal facilities as may be necessary to provide for CUSTOMER'S future scheduled flow, as set forth herein in Article 3.5, provided that upon the COUNTY'S review, with consideration given to recommendations of the District Advisory Board, a facilities expansion is determined to be appropriate. Toward this objective COUNTY will make application for appropriate financial assistance from federal, state, and local programs under which said facilities and the project may be eligible. Further, COUNTY agrees to apply applicable portions of any such assistance which may be received to offset capital costs of the COUNTY system.

6.2 CUSTOMER TO DELIVER ALL WASTEWATER

CUSTOMER agrees, during the term of this Agreement, to deliver all existing and future wastewater flows collected by it, whether collected within or without its existing service area, to COUNTY facilities, which flows shall not exceed amounts set forth herein in Article 3.6, as existing or as hereafter amended, for the length of this Agreement, and COUNTY agrees to accept such wastewater flow not exceeding amounts set forth herein in Article 3.6, as existing or as hereafter amended, for the length of this Agreement.

### 6.3 CHANGE IN SCHEDULED FLOWS

Both parties agree that the schedule of flows shown in Article 3.5 herein shall be the basic schedule, however same may be altered from time to time for the following reasons:

#### 6.3.1 CHANGES NECESSARY BECAUSE OF DEVELOPMENT

The projections in Article 3.5 may be revised by written agreement of the parties at any time. COUNTY shall revise the projections attributable to CUSTOMER upward or downward, provided COUNTY has not yet engaged a firm to prepare plans for additions or modifications to COUNTY facilities, the need for such plans being based in part upon projections made by CUSTOMER. CUSTOMER shall be given notice by certified mail, return receipt requested, at least ninety (90) days prior to the date of engaging a firm to prepare said plans for additions or modifications, which notice shall advise CUSTOMER that action is being contemplated by COUNTY and requesting that any modifications which CUSTOMER may wish to make in its flow projection schedule in Article 3.5 be submitted to COUNTY before said date.

COUNTY may allow CUSTOMER to modify its projected flow schedule commitment if another purchaser or customer of wastewater treatment from COUNTY is willing to accept an agreed-upon portion of CUSTOMER'S surplus allocation, or if said other purchaser of wastewater treatment is willing to provide CUSTOMER

with a specific portion of its surplus allocation; provided, however, that before COUNTY shall allow such modification, any CUSTOMER requiring additional reserve capacity shall be required to first accept uncommitted reserve capacity, if any exists, of COUNTY'S transmission, treatment, and disposal facilities prior to accepting surplus allocation from another CUSTOMER. COUNTY will require that the purchasing CUSTOMER remit to the selling CUSTOMER any and all principal, interest, and bond coverage charges applicable to and for which the selling CUSTOMER has paid regarding that portion of the committed flow that is being accepted by the purchasing CUSTOMER, as part of COUNTY'S approval of the modification of the CUSTOMERS' flow schedules. COUNTY may amend its Agreements with both the purchasing CUSTOMER and the selling CUSTOMER upon receipt of certified resolutions of the governing bodies of the purchasing CUSTOMER and the selling CUSTOMER, which certified resolutions shall specify the desired modification and the effective date.

#### 6.3.2 CHANGES BY OUTSIDE AGENCIES

COUNTY may revise the schedule if any federal, state, or local agency promulgates regulations that require a change in scheduling flows. If there is a determination by either party that regulations requiring a change in scheduling flows are unreason-

able; either party reserves the right to challenge said regulations in court.

#### 6.3.3 CHANGES BEYOND COUNTY'S CONTROL

COUNTY may revise the flow schedule for such periods as are reasonable and necessary if anticipated construction is delayed for any reason beyond the control of COUNTY. The reasons for delay may be, but are not limited to, contractor delays beyond completion date and/or lack of acceptance or approval by regulatory agencies.

#### 6.4 CUSTOMER TO CHARGE ADEQUATE RATES

CUSTOMER agrees to establish and maintain service charges or other means of obtaining funds within its area of jurisdiction sufficient to provide monthly payments to COUNTY for wastewater transmission and treatment services, and that such means shall be revised as may be required from time to time to provide sufficient funds to pay any sums due COUNTY under the terms of this Agreement.

#### 6.5 GRANT INFORMATION

CUSTOMER and COUNTY agree to provide each other with all necessary information pertinent to CUSTOMER'S or COUNTY'S system and service area which any federal, state, or local agencies shall require in an application for financial assistance in the construction of COUNTY'S transmission, treatment, and disposal facilities or CUSTOMER'S collection and transmission facilities. Further, CUSTOMER and COUNTY agree to adopt such regulations, execute

such Agreements and do such work as said federal, state, or local agencies may require as part of COUNTY'S or CUSTOMER'S application for funds.

ARTICLE 7

PROVISIONS PERTAINING TO VIOLATIONS AND  
EXCEPTIONS TO THE TERMS OF THIS AGREEMENT

7.1 AGREEMENT NOT TO BE CANCELLED

Both parties agree that each is undertaking a major obligation in assigning all of CUSTOMER'S existing and future wastewater flow to COUNTY'S system, and therefore each agrees with the other that this Agreement will not be cancelled on any conditions except by a mutual cancellation agreement between the parties hereto, which will be a written document executed with the same formality and of equal dignity herewith.

7.2 NOTICES OF VIOLATION TO CUSTOMER

COUNTY shall serve CUSTOMER with written notice stating the nature of any violation of this Agreement by CUSTOMER. Said notice shall provide a reasonable time limit for the satisfactory correction thereof. CUSTOMER shall, within the period of time stated in such notice, permanently cease or correct all violations.

7.3 LIABILITY IN VIOLATION

CUSTOMER and COUNTY agree that, if either is guilty of violating any of the provisions of this Agreement, the guilty party shall become liable to the other party for any expense, loss, or damage occasioned by reason of such violation, provided, however, any payment by COUNTY to CUSTOMER or CUSTOMER to COUNTY for a violation of any provisions of this Agreement shall be from such source other

than revenues pledged to bond holders, as may be legally available to COUNTY or CUSTOMER respectively.

#### 7.4 DISPUTE OVER VIOLATION

CUSTOMER agrees that, in the event of any continuing violation by CUSTOMER of the provisions herein contained which shall continue beyond the date stated in the notice described above and that relates to the payment of money, the COUNTY shall submit to CUSTOMER an initial, dated, proposed-billing invoice, and if the parties by conference do not settle and agree that a violation exists, or if the parties do not agree upon the amount invoiced if a violation does exist, within thirty (30) days from the billing date, then the CUSTOMER shall automatically deliver to COUNTY the amount billed. However, the amount of the bill that is in dispute shall be deposited in a joint trust interest-bearing bank account in a banking institution agreeable to both parties during such continuing claimed violation. Neither party shall unilaterally withdraw funds prior to resolution by agreement or court adjudication. The adjustment of the billing invoice amount, or actual cost, expense, or damage shall be subject to subsequent agreement or court adjudication.

#### 7.5 PAYMENT OF LITIGATION COSTS

CUSTOMER agrees to hold and save harmless COUNTY from costs and expenses incurred by CUSTOMER or COUNTY in any litigation to which CUSTOMER or COUNTY may become a party, as either plaintiff or defendant, resulting from the effects

of the improper introduction of materials by CUSTOMER, or any users of CUSTOMER'S collection system, into the COUNTY facilities, or any portion thereof, which may cause damage within or without the COUNTY system.

7.6 FORCE MAJEURE

Both parties agree that any temporary cessation of wastewater transmission and wastewater treatment and effluent disposal services resulting from an Act of God, fire, strikes, casualty, necessary maintenance work, breakdown of or injury to machinery, pumps or pipe lines, insurrection or riot, or civil or military authority, shall not constitute a breach of this Agreement on the part of COUNTY or CUSTOMER and neither COUNTY nor CUSTOMER shall be liable to the other for any damage resulting from such cessation, and until a written notice to the contrary may be received from federal, state, or local agencies, COUNTY shall continue to accept and dispose of the wastewater transmitted to it by CUSTOMER, if physically possible, regardless of the degree of treatment available.

7.7 JURISDICTION OF OTHER AGENCIES

Both parties agree that certain federal, state, and local agencies have some jurisdiction and control over pollution matters and should any such agency, excluding the Board of County Commissioners of Broward County, Florida, issue legally enforceable laws, regulations, mandates, or orders that may alter any of the terms and conditions of this Agreement, there shall be no liability on either party



because of such action, provided that COUNTY shall not be precluded from making a necessary adjustment to the sewage transmission and treatment charges defined in Article 5. It is further agreed that if such agency shall request a change in the provisions of this Agreement that both parties will, by mutual agreement, make every effort to comply with such request. However, the terms of this article shall not preclude administrative or judicial challenge, or both, of such order by either or both parties hereto. This provision shall not be construed so as to permit CUSTOMER to terminate this Agreement.

ARTICLE 8

PROVISIONS PERTAINING TO THE  
ADMINISTRATION OF THIS AGREEMENT

8.1 DATE OF BEGINNING

Both parties agree to be bound by this Agreement as of the date of its execution. Should CUSTOMER, through no fault of COUNTY, not avail itself of the COUNTY facilities when such facilities are available or within the applicable time period, it will pay the applicable standby charges, as defined and described in Article 8.1.2 below.

8.1.1 DATE OF CUSTOMER CONNECTING TO COUNTY FACILITIES

COUNTY will keep CUSTOMER informed as to the construction schedules of those facilities necessary to serve CUSTOMER. The COUNTY shall give CUSTOMER notice of the completion date as certified by its Engineer of the construction of all COUNTY facilities necessary to serve CUSTOMER and CUSTOMER shall be prepared to deliver all of its wastewater to the point(s) of connection on this completion date or within three (3) months of the date of this notice, whichever date is later.

8.1.2 BASIS OF STANDBY CHARGES

Should CUSTOMER fail to deliver all of its wastewater on the date above agreed upon, then COUNTY will bill and CUSTOMER will pay the monthly charges set forth in Article 5 hereof based upon one hundred percent (100%) of the gallonage collected by CUSTOMER within its jurisdiction.

8.1.3 CUSTOMER WITH NO FLOW

In the event CUSTOMER has no flow to deliver to COUNTY on the date above agreed upon, CUSTOMER shall pay only such amounts, based on its reserve capacity, as are attributable to principal, interest, and coverage of bonded indebtedness.

8.2 TERMINATION AND EXTENSION OF AGREEMENT

Both parties agree that this Agreement shall begin and bind the parties as set forth in Article 8.1 hereof and shall terminate at the end of the COUNTY'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 North District Regional Transmission, Treatment, and Disposal Facilities, or any part of said facilities, are retired or satisfied.

8.3 INVALIDITY OF AGREEMENT

Both parties agree that the invalidity of any section, clause, sentence, or provision of this Agreement shall not affect the validity of any other part of this Agreement which can be given effect without such invalid part or parts.

8.4 BINDING ON SUCCESSORS

Both parties agree that this Agreement shall be binding upon the successors and assigns of the parties hereto and may be enforced by appropriate action in court, or courts, of competent jurisdiction.

8.5 LEGAL REQUIREMENTS

Both parties agree that all legal requirements for execution of this Agreement have been performed, and each party hereto agrees to exchange with the other certified copies of the official records of its governing body which authorize the execution of this Agreement.

8.6 GIVING OF NOTICE

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:

COUNTY:

Board of County Commissioners  
C/O County Administrator  
4th Floor, Broward County  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

UTILITIES DIVISION:

Broward County  
Utilities Division  
2401 North Powerline Road  
Pompano Beach, Florida 33069

CUSTOMER:

Director of Utilities  
City of Coconut Creek  
P.O. Box 63-4007  
Coconut Creek, Florida 33063

8.7 ALL PRIOR AGREEMENTS SUPERSEDED

This document supersedes all prior negotiations, correspondence, conversations, agreements or 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity.

8.8 EXECUTION

This Agreement shall be executed in four (4) copies, each of which shall be deemed an original. CUSTOMER shall provide COUNTY with a copy of CUSTOMER'S Resolution or evidence of other action authorizing CUSTOMER to execute this Agreement, which Resolution or other document shall be attached hereto as Exhibit "D" and made a part hereof.

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 May, 1989, and \_\_\_\_\_ signing by and through \_\_\_\_\_ of the \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

Ulene Buese  
County Administrator and Ex-  
Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONER

By Nick E. Grossman  
Its Chair

23 day of May, 1987

This document reviewed by  
Office of General Counsel  
for Broward County, Florida

Room 423, Broward County  
Governmental Center  
Fort Lauderdale, FL 33301

by Michael J. Kern  
Assistant General Counsel



CUSTOMER

ATTEST:

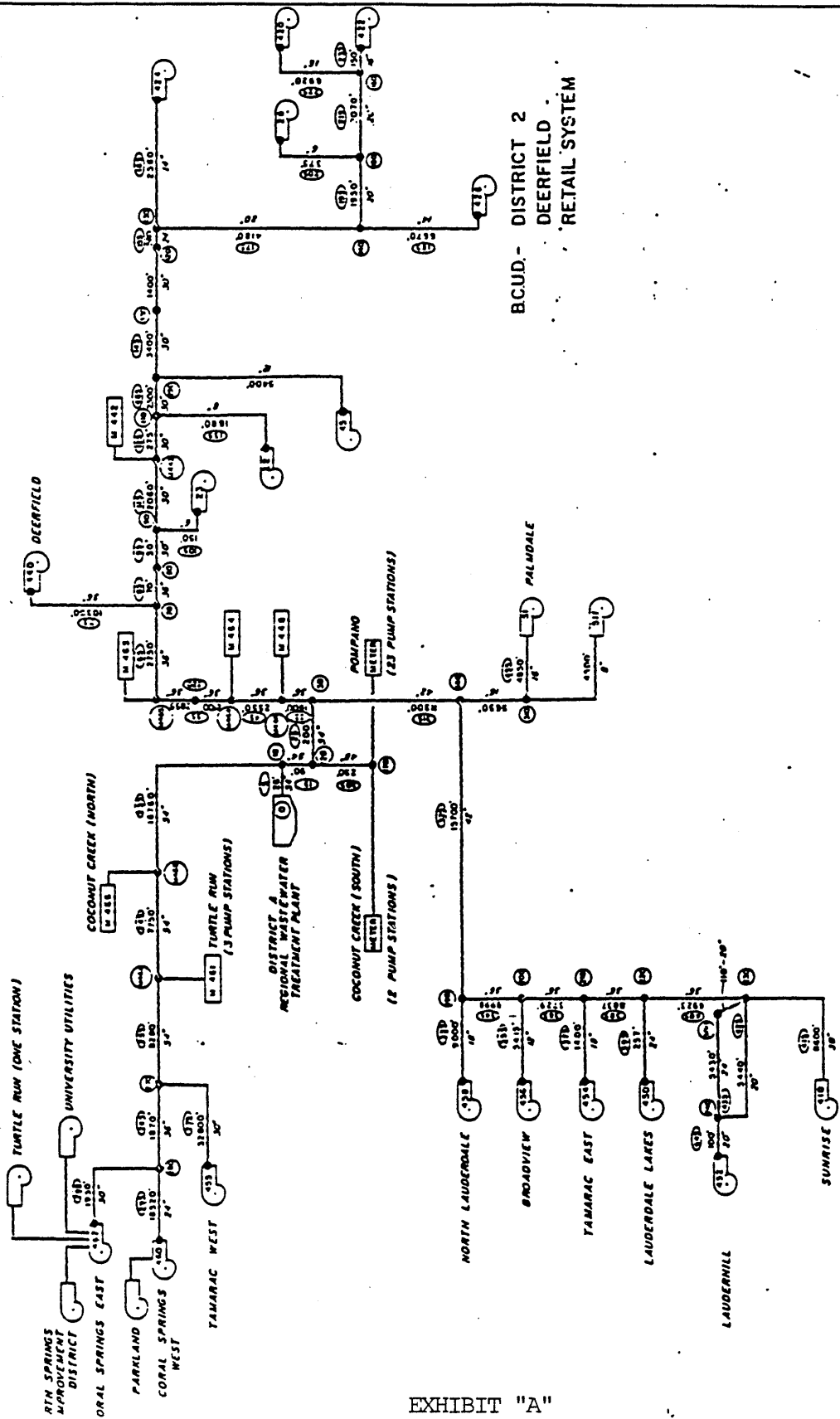
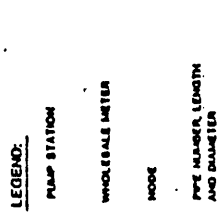
Cynthia A. Bender  
City Clerk

City of Coconut Creek

By Dennis D. Mele  
Dennis D. Mele, City Manager  
12th day of January, 1989

Approved as to Legal Form and Sufficiency:

Paul Stuart  
Paul Stuart, City Attorney



BROWARD COUNTY ENVIRONMENTAL SERVICES  
 WATER AND WASTEWATER MASTER PLAN  
 DISTRICT 2 MODEL SCHEMATIC DIAGRAM  
 WHOLESALE SEWER FORCE MAIN SYSTEM  
 WITH CONNECTING DISTRICT 2 RETAIL SYSTEM  
**FIGURE 8-15**

# DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS      LAND SURVEYORS

LAND DEVELOPMENT CONSULTANTS

6191 W. ATLANTIC BLVD. MARGATE, FL. 33063      305-972-3959

## CITY OF COCONUT CREEK

### WATER AND WASTEWATER SERVICE AREA

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY AND THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 912 (COCONUT CREEK PARKWAY); THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 43RD AVENUE AS SHOWN ON THE PLAT OF ROSSMOOR COCONUT CREEK UNIT 3 AS RECORDED IN PLAT BOOK 85, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE PLAT ENTITLED "WYNMOOR ANTIQUA VILLAGE I", AS RECORDED IN PLAT BOOK 100, PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO AN INTERSECTION WITH THE EASTERLY LINE OF A 100 FOOT RIGHT-OF-WAY KNOWN AS LYONS ROAD; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 912 (COCONUT CREEK PARKWAY); THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF PARCEL #1 OF THE PLAT ENTITLED "COCO PARC", AS RECORDED IN PLAT BOOK 132, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID PROLONGATION TO THE NORTHEAST CORNER OF SAID PARCEL #1; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID "PARCEL #1" TO THE NORTHWEST CORNER OF SAID "PARCEL #1"; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL #1 TO AN INTERSECTION WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL #2 OF THE AFOREMENTIONED PLAT OF "COCO PARC"; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE NORTHWEST CORNER OF SAID PARCEL #2; THENCE NORTHERLY ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID PARCEL #2 TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 912 (COCONUT CREEK PARKWAY); THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF TRACT 46 IN BLOCK 93 OF THE AFORESAID PLAT OF "PALM BEACH FARMS CO. PLAT NO. 3"; THENCE NORTHERLY ALONG A LINE FORMED BY THE WEST LINE OF TRACTS 3, 10, 15, 22, 27, 34, 39 AND 46 IN SAID BLOCK 93 AND TRACTS 98, 82, 71, 54, 43, 26, 18 AND 3 OF SAID BLOCK 90 TO THE SOUTH RIGHT-OF-WAY LINE OF SAMPLE ROAD, SAID SOUTH RIGHT-OF-WAY LINE BEING 53.00 FEET SOUTH OF THE NORTH LINE OF SECTION 19, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 7 (U.S. 441); THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF SECTION 12, TOWNSHIP 48 SOUTH, RANGE 41 EAST; THENCE WESTERLY ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 7 (U.S. 441) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP 86100-2507 DATED OCTOBER 1, 1971 AND REVISED THROUGH 1981; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF HILLSBORO CANAL IN SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST; THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE HILLSBORO CANAL TO THE EAST RIGHT-OF-WAY OF THE SUNSHINE STATE PARKWAY; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY TO THE POINT OF BEGINNING.

SAID LAND SITUATE IN BROWARD COUNTY, FLORIDA.

SCALE:

SHEET 1 OF 2

UPDATES and/or REVISIONS	DATE	BY	CK'D	I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND THAT SAID SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.	
					LARRY BIRMINGHAM REGISTERED LAND SURVEYOR #4020 STATE OF FLORIDA
<b>NOTES:</b> 1) REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD. 3) DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.					



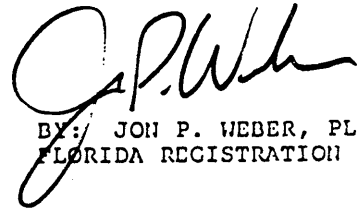
SURVEY NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO FLORIDA COORDINATE SYSTEM EAST ZONE, GRID NORTH, TRANSVERSE MERCATOR PROJECTION (STONER/KEITH RESURVEY AS RECORDED IN MISC. MAP BOOK 3, PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA).
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. UNDERGROUND FOUNDATIONS NOT LOCATED.
6. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION IN AUGUST, 1988. WE FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 21HH-6 ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.  
ENGINEERS, PLANNERS & SURVEYORS.



BY: JON P. WEBER, PLS  
FLORIDA REGISTRATION NO. 4323

**SKETCH OF DESCRIPTION**

A PORTION OF:

SEC. 35+36, TWP. 47S., RGE. 4E. #  
SEC. 1+2, TWP. 48S., RGE. 4E.  
CITY OF PARKLAND, BROWARD CO., FL.

DATE	REVISIONS
8/88	
SCALE N/A	
FIELD BK. N/A	
DWNG. BY N/A	
CHK. BY	

**Keith and Schnars, P.A.**  
ENGINEERS PLANNERS SURVEYORS

8500 N. Andrews Ave. Ft. Lauderdale, FL 33309-2132 • (305) 776-1811

SHEET NO. 2 OF 3 SHEETS  
DRAWING NO. 11320 L-46

LAND DESCRIPTION:

A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 41 EAST, TOGETHER WITH A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 47 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING BOUNDED AS FOLLOWS:

BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 827, SAME BEING THE SOUTH RIGHT-OF-WAY LINE OF THE HILLSBORO CANAL, BOUNDED ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 7, BOUNDED ON THE SOUTH BY THE NORTH RIGHT-OF-WAY LINE OF THE SAWGRASS EXPRESSWAY, AND BOUNDED ON THE WEST BY A LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE, SOUTH 89° 40' 21" WEST ALONG THE NORTH LINE OF SAID SECTION 35 A DISTANCE OF 667.30 FEET; THENCE, SOUTH 01° 15' 53" EAST, 753.87 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 827, SAME BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID HILLSBORO CANAL AND THE NORTHEASTERLY CORNER OF THE PLAT OF "PARKLAND LAKES P.U.D.", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 44, BROWARD COUNTY RECORDS, ALSO BEING THE POINT OF BEGINNING OF THE HEREON DESCRIBED LINE; THENCE, SOUTH 01° 15' 53" EAST ALONG THE EAST LINE OF SAID PLAT OF "PARKLAND LAKES P.U.D." A DISTANCE OF 3869.43 FEET; THENCE, SOUTH 89° 41' 26" WEST A DISTANCE OF 652.13 FEET; THENCE, SOUTH 01° 16' 01" EAST A DISTANCE OF 660.44 FEET TO THE SOUTH LINE OF SAID SECTION 35; THENCE, SOUTH 89° 41' 18" WEST ALONG SAID SOUTH LINE A DISTANCE OF 0.79 FEET; THENCE, SOUTH 00° 55' 04" EAST A DISTANCE OF 1320.00 FEET; THENCE, NORTH 89° 41' 36" EAST A DISTANCE OF 0.60 FEET; THENCE, SOUTH 00° 54' 35" EAST A DISTANCE OF 803.12 FEET; THENCE, NORTH 89° 41' 35" EAST A DISTANCE OF 329.88 FEET; THENCE, SOUTH 00° 54' 42" EAST A DISTANCE OF 1277.15 FEET TO A LINE 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 41 EAST; THENCE, NORTH 89° 53' 02" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 4289.02 FEET TO THE WEST LINE OF SAID SECTION 2; THENCE, SOUTH 00° 53' 30" EAST, CONTINUING ALONG SAID WEST LINE A DISTANCE OF 33.01 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 2; THENCE, SOUTH 00° 53' 22" EAST, CONTINUING ALONG SAID WEST LINE A DISTANCE OF 3212.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE SAWGRASS EXPRESSWAY, SAME BEING THE POINT OF TERMINATION OF THE HEREON DESCRIBED LINE.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 1,807 ACRES, MORE OR LESS.

SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

P-15/PARKLAND.1

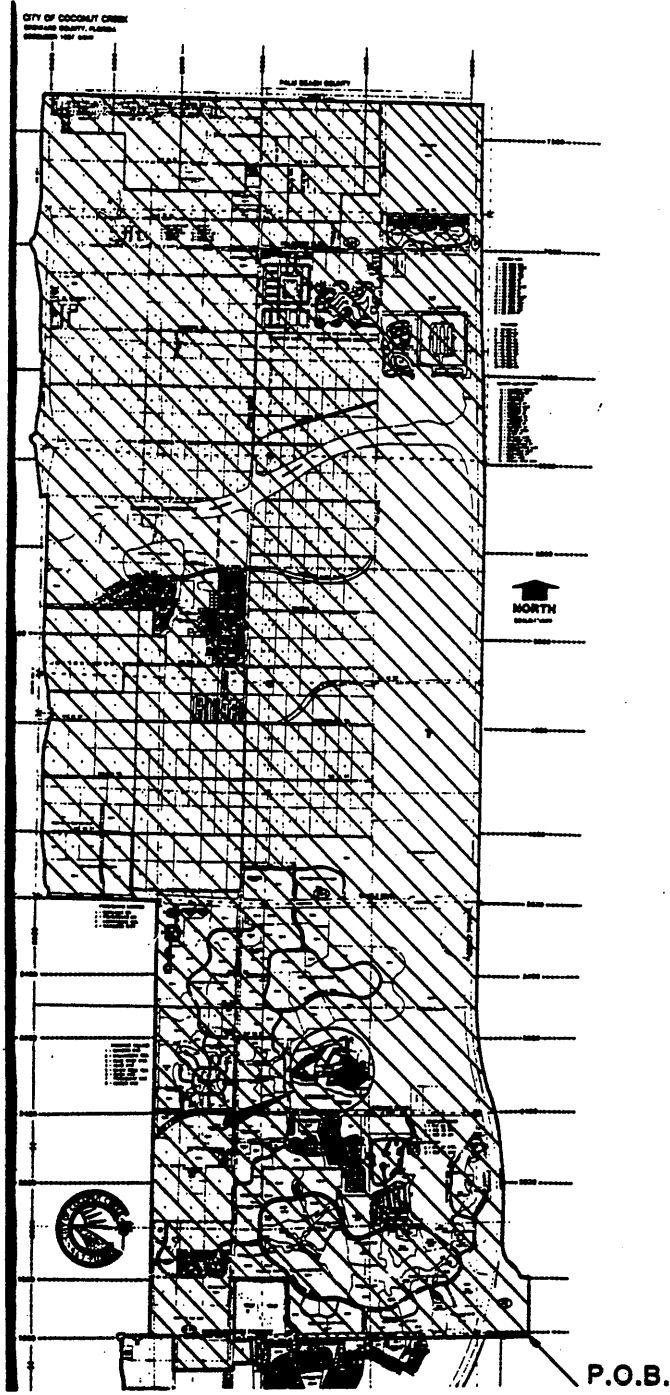
**SKETCH OF DESCRIPTION**

A PORTION OF:  
SEC 35 & 36, TWP 47 S., RGE. 41 E. #  
SEC. 1 & 2, TWP 48 S., RGE. 41 E.  
CITY OF PARKLAND, BROWARD CO., FL.

DATE	8/88	DATE	REVISIONS
SCALE	NA		
FIELD BK.	NA		
DWNG. BY	NA		
CHK. BY	K.I.L.		

**Keith and Schnars, P.A.**  
ENGINEERS PLANNERS SURVEYORS  
8300 N. Andrews Ave., Ft. Lauderdale, FL 33309 2132 • (305) 776 1616

SHEET NO. 1 OF 3 SHEETS  
DRAWING NO. 11320 L-45



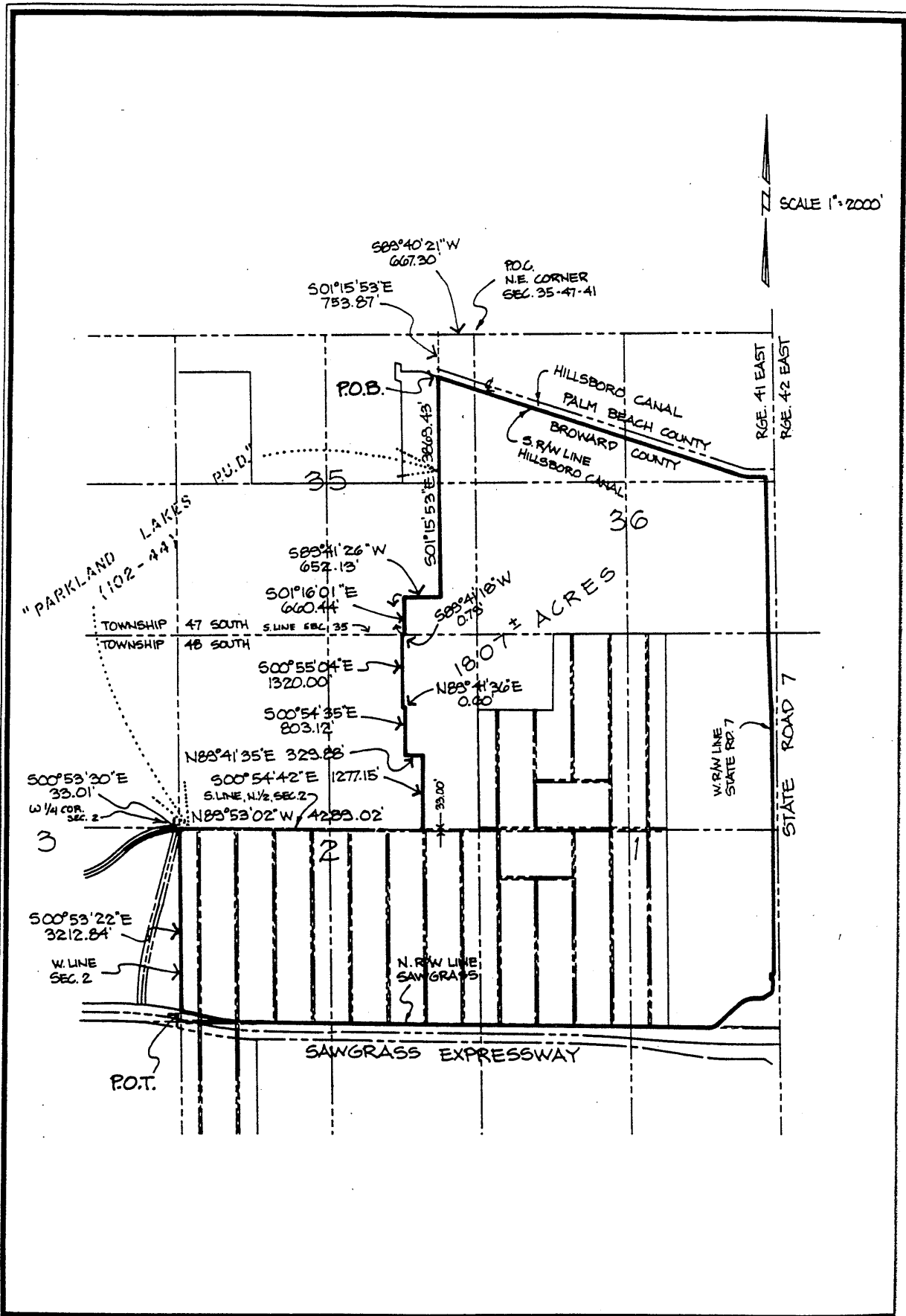
SCALE: N.T.S.

SHEET 2 OF 2

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.  
 CONSULTING ENGINEERS LAND SURVEYORS  
 LAND DEVELOPMENT CONSULTANTS

6191 W. ATLANTIC BLVD. MARGATE, FL. 33063 305-972-3959

JOB NO. 850811-12	DATE 9-7-88	DRAWN 10	CHECKED	FB/PG 41/A
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**SKETCH OF DESCRIPTION**  
 A PORTION OF:  
 SEC. 35 & 36, TWP. 47 S., RGE. 41 E. &  
 SEC. 1 & 2, TWP. 48 S., RGE. 41 E.  
 CITY OF PARKLAND, BROWARD CO., FL.

DATE	8/88	DATE	REVISIONS
SCALE	1"=2000'		
FIELD BK.	N/A		
DWNG. BY	HGP		
CHK. BY	K.J.I.		

**Keith and Schnars, P.A.**  
 ENGINEERS PLANNERS SURVEYORS  
 6300 N. Andrews Ave., Ft. Lauderdale, FL 33309 2132 • (305) 778 1818

SHEET NO. 3 OF 3 SHEETS  
 DRAWING NO. 11320 L-47

RESOLUTION NO. 89-8

A RESOLUTION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED LARGE USER WASTEWATER AGREEMENT BETWEEN THE CITY AND BROWARD COUNTY, FLORIDA; PROVIDING THAT THE CITY OF COCONUT CREEK SHALL BE A LARGE USER OF BROWARD COUNTY FOR WASTEWATER USE; PROVIDING FOR EXPANSION OF THE CITY'S CURRENT SERVICE AREA PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County has requested that the City of Coconut Creek, Florida execute the attached revised Large User Wastewater Agreement between Broward County and the City of Coconut Creek, and

WHEREAS, the City has requested that Broward County expand the City's service area for wastewater as shown in Composite Exhibit "B" attached to the agreement, and

WHEREAS, the City Manager has recommended this agreement as being in the best interest of the health, safety and welfare of the residents of Coconut Creek:

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 Large User Wastewater Agreement between the City and Broward County, Florida.

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

Adopted this 12th day of January, 1989 on a motion by Councilman Bob Shelley and seconded by Councilman Ron Greenstein.

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

Sam Goldsmith  
Sam Goldsmith, Mayor

Attest:

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

Goldsmith	<u>Aye</u>
Mastronardy	<u>Aye</u>
Shelley	<u>Aye</u>
Greenstein	<u>Aye</u>
Press	<u>Aye</u>

**FIRST AMENDMENT TO  
LARGE USER WASTEWATER  
AGREEMENT EFFECTIVE  
DATE MARCH 7, 2000**

**(THIRD CONNECTION TO NRWWT PLANT)**

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF COCONUT CREEK  
AND  
BROWARD COUNTY  
FOR  
THIRD CONNECTION TO  
THE NORTH REGIONAL WASTEWATER TREATMENT FACILITIES**



**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**CITY OF COCONUT CREEK**  
**AND**  
**BROWARD COUNTY**  
**FOR**  
**THIRD CONNECTION TO**  
**THE NORTH REGIONAL WASTEWATER TREATMENT FACILITIES**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Broward County (the "COUNTY"), a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301-4800, and the City of Coconut Creek, Florida, a Florida municipal corporation (the "CITY"), whose address is 4800 West Copans Road, Coconut Creek, Florida 33063.

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

WHEREAS, COUNTY owns and operates regional wastewater facilities known as the Broward County North Regional Wastewater Treatment Facilities (NRWWTF); and

WHEREAS, CITY is a user of said NRWWTF; and

WHEREAS, CITY is desirous of procuring a third connection to said NRWWTF; and

WHEREAS, this Agreement and all stipulations and covenants are subject to the approval the Florida Department of Environmental Protection, the Broward County Department of Natural Resource Protection, and all other regulatory agencies having jurisdiction of the subject matter of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties and other good and valuable considerations; the parties agree, subject to the above provisions of the fourth preamble, as follows:

## I - CONSTRUCTION OF PROJECT

- (A) The term "DIRECTOR" refers to the Director of the Broward County Environmental Engineering Division, or designated representative.
- (B) CITY shall design, install and construct at CITY's expense and at no cost to COUNTY a third connection to the NRWTF in the general vicinity of the intersection of Sample Road and State Road 7 (the "PROJECT"). The PROJECT is the portion of the overall construction of the third connection that will be maintained by COUNTY and does not include collection lines owned by CITY. The PROJECT is more specifically shown on drawings prepared by CITY's registered professional engineer, Craig A. Smith and Associates, on record in the office of Broward County Public Works Department, Environmental Engineering Division, as Drawing No. 8218-73-026 attached hereto as Exhibit A (the "DRAWINGS"). CITY acknowledges receipt of an approved copy of the DRAWINGS. The PROJECT will be located totally within existing rights-of-way or within easements granted by CITY to COUNTY at no cost to COUNTY. The PROJECT will become the property of COUNTY and will be maintained by COUNTY when the PROJECT has been satisfactorily installed and constructed, in the sole opinion of COUNTY, and other provisions contained in this Agreement are met. The DRAWINGS show which portion of the overall construction will become property of COUNTY.
- (C) CITY shall provide written status reports upon request of DIRECTOR, from the time this Agreement is executed until the PROJECT has been completed and accepted by COUNTY.
- (D) CITY shall, at CITY's expense, retain the services of a registered professional engineer for the purposes of providing necessary inspections and supervision of the installation of the PROJECT to insure that installation is, at all times, in compliance with the DRAWINGS, COUNTY standards and accepted sanitary engineering practices. A copy of CITY's engineer's field reports shall be submitted to DIRECTOR upon request.
- (E) CITY will arrange to hold a pre-construction meeting with the DIRECTOR, CITY and/or CITY's engineer, and CITY's contractor. Notification of said meeting shall be made in writing and received by all parties at least seventy-two (72) hours in advance, and said meeting will be held at least twenty-four (24) hours prior to start of any/all phases of installation.

- (F) CITY will obtain written approval by DIRECTOR of all shop drawings related to instrumentation prior to CITY releasing those items for construction.
- (G) CITY will obtain written approval by DIRECTOR of a work plan for connecting to existing facilities before the connection is made.
- (H) CITY will notify DIRECTOR before any installation is begun and at the times when inspections will be required. Said notification shall be made in writing and shall be received by DIRECTOR at least twenty-four (24) hours in advance of the time installation is begun or inspections will be made.
- (I) The work to be performed by CITY shall be in accordance with all requirements of the regulatory agencies having jurisdiction of the subject matter of this Agreement.
- (J) The work to be performed by CITY and materials used by CITY shall be in accordance with DRAWINGS, COUNTY standards and accepted sanitary engineering practices. During installation and at the time when periodic inspections are required, DIRECTOR, together with CITY's engineer, will be present to observe and jointly witness tests for determination of conformance with DRAWINGS, COUNTY standards and accepted sanitary engineering practices. COUNTY may refuse to accept any work done without inspection by COUNTY and such work may be ordered removed by COUNTY and replaced at CITY's sole expense. Failure to satisfactorily repair, remove or replace, if directed by COUNTY; rejected, unauthorized or condemned work or materials may result in suspension of COUNTY project inspection activities, and/or termination of this Agreement.
- (K) CITY shall warrant the PROJECT against defects in materials, equipment or construction for a period of one (1) year from the date of acceptance of same by COUNTY.

## **II - PROJECT CLOSING DOCUMENTS**

Upon completion, approval and acceptance by COUNTY of the work required to be done, CITY will, without cost to COUNTY:

- (A) Furnish to COUNTY As-Built drawings of the facilities shown on DRAWINGS, containing all pertinent information therein and containing information as to easements, the correct location of all mains, services, grades, invert elevations, heights related to known datum, and all appurtenances belonging to the installations. The As-Built drawings shall be certified and sealed by a Florida registered engineer and by a Florida registered professional land surveyor. The As-Built drawings and all information shown thereon shall be in such a form as approved and accepted by DIRECTOR. Preferably, CITY will furnish As-Built in

AutoCADD or MicroStation electronic format along with one set of sealed As-Built prints made from the As-Built electronic drawings. However, CITY has the option to furnish As-Built on transparent film base or on such other transparent material as approved by DIRECTOR plus eight (8) sets of sealed As-Built prints made from the As-Built transparency; and

- (B) Convey to COUNTY, its successors or assigns by good and sufficient Easement Deed in a form satisfactory to DIRECTOR, a perpetual right, easement and privilege to operate, maintain, repair, replace or add to PROJECT and secure from each mortgagee and lienor a release of mortgagee's and lienor's interest in the easement and fixtures thereon. CITY will complete and submit Florida Department of Revenue Form DR-219 along with the Easement Deed; and
- (C) Transfer to COUNTY by Bill of Sale Absolute all CITY's rights, title and interest in and to PROJECT. Said Bill of Sale Absolute shall be written in such a form as approved and accepted by DIRECTOR; and
- (D) Furnish COUNTY with an Affidavit that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the prosecution of the work required to be performed by this Agreement have been paid. Said Affidavit shall be written in such a form as approved and accepted by DIRECTOR; and
- (E) Furnish COUNTY with a Release of Lien from all contractors and suppliers of materials and/or labor who might have acquired interest into PROJECT by the supplying of materials and/or labor; and
- (F) Furnish COUNTY with Final Release of Liens releasing all liens which CITY might have on PROJECT. Said Final Release of Liens shall be written in such a form as approved and accepted by DIRECTOR; and
- (G) Furnish COUNTY with all Manufacturer's warranties which CITY might have received or is due to receive on any part of PROJECT; and
- (H) Furnish COUNTY with a determination of the estimated value of PROJECT, signed and sealed by a Florida registered professional engineer.

### III - FURTHER AGREEMENTS

It is mutually covenanted and agreed by and between the parties as follows:

- (A) CITY shall do all things and make all installations and perform all work in accordance with the terms of this Agreement.

- (B) COUNTY's obligation to accept wastewater at this location, or to maintain PROJECT shall not arise until CITY has complied with all the terms and conditions of this Agreement.
- (C) After acceptance by COUNTY, COUNTY will maintain PROJECT up to and within granted easements. COUNTY shall not be liable or responsible for maintenance or operation of any wastewater facilities other than those wastewater facilities within right of way and easements granted to COUNTY pursuant to Section II.
- (D) Upon completion by CITY and approval by COUNTY of PROJECT, and upon CITY satisfaction of the terms and conditions of Section II of this Agreement, then COUNTY, through its employees, agents or contractors are empowered to pass or repass, repair, maintain or install additional or other wastewater facilities within dedicated ingress/egress right-of-ways and within ingress/egress or easements so granted to COUNTY by CITY.
- (E) Portions of PROJECT will be constructed within State Road right-of-way. CITY accepts full responsibility for relocating all or part of PROJECT shown within the fenced area shown on sheet number C-10 of DRAWINGS if such relocation is required by future road work.

#### IV - MISCELLANEOUS

- (A) OWNERSHIP OF DOCUMENTS Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.
- (B) AUDIT RIGHT AND RETENTION OF RECORDS COUNTY shall have the right to audit the books, records, and accounts of CITY that are related to this Project. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CITY shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.). If any audit has been initiated and audit findings have not been resolved at the end of the retention period the books, records, and accounts shall be retained until resolution of the

audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

- (C) NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT. CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CITY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

CITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

- (D) INDEPENDENT CONTRACTOR. CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of the COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.
- (E) PREVAILING WAGE REQUIREMENT. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, CITY as a result of this Agreement, Broward County Ordinance No. 83-72, as may be amended from time to time, shall be deemed to apply to such construction work; and further CITY shall fully comply with the requirements of such ordinance.
- (F) THIRD PARTY BENEFICIARIES. Neither CITY nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party

shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

- (G) NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:                    Director  
                                         Broward County Environmental Engineering Division  
                                         2555 West Copans Road  
                                         Pompano Beach, Florida 33069

FOR CITY:                        John Kelly  
                                         City Manager  
                                         4800 West Copans Road  
                                         Coconut Creek, Florida 33063

- (H) ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

CITY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

- (I) CONTINGENCY FEE. CITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CITY, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CITY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right

to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- (J) MATERIALITY AND WAIVER OF BREACH. COUNTY and CITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- (K) COMPLIANCE WITH LAWS. CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- (L) SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- (M) JOINT PREPARATION. 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 this 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.
- (N) PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.
- (O) APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.



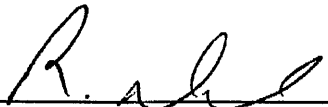
- (P) AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY.
- (Q) PRIOR AGREEMENTS. This document incorporates 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. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.18 above.
- (R) INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.
- (S) MULTIPLE ORIGINALS. 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.

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 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.

ATTEST:

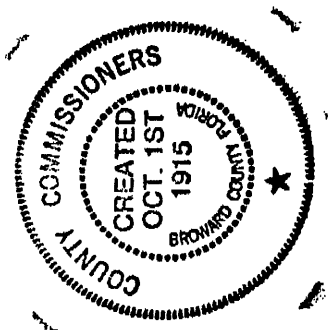
COUNTY:

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

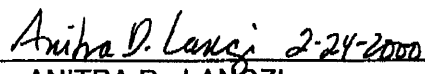
  
County Administrator and Ex-Officio  
of the Board of County Commissioners  
of Broward County, Florida

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  
Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN CITY OF COCONUT CREEK AND BROWARD COUNTY FOR THIRD CONNECTION TO THE NORTH REGIONAL WASTEWATER TREATMENT FACILITIES

CITY

ATTEST:

CITY OF COCONUT CREEK

Barbara Shee  
City Clerk

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

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

By: John P. Kelly  
City Manager

21 day of November 1999

APPROVED AS TO FORM

By: Nancy A. Cousins  
*act.* City Attorney

**NANCY A. COUSINS**

ADL:smc  
10/06/99  
cococrk.a01

1114 1115 1116 1117 1118 1119 1120

STATE ROAD 7 (US 441)

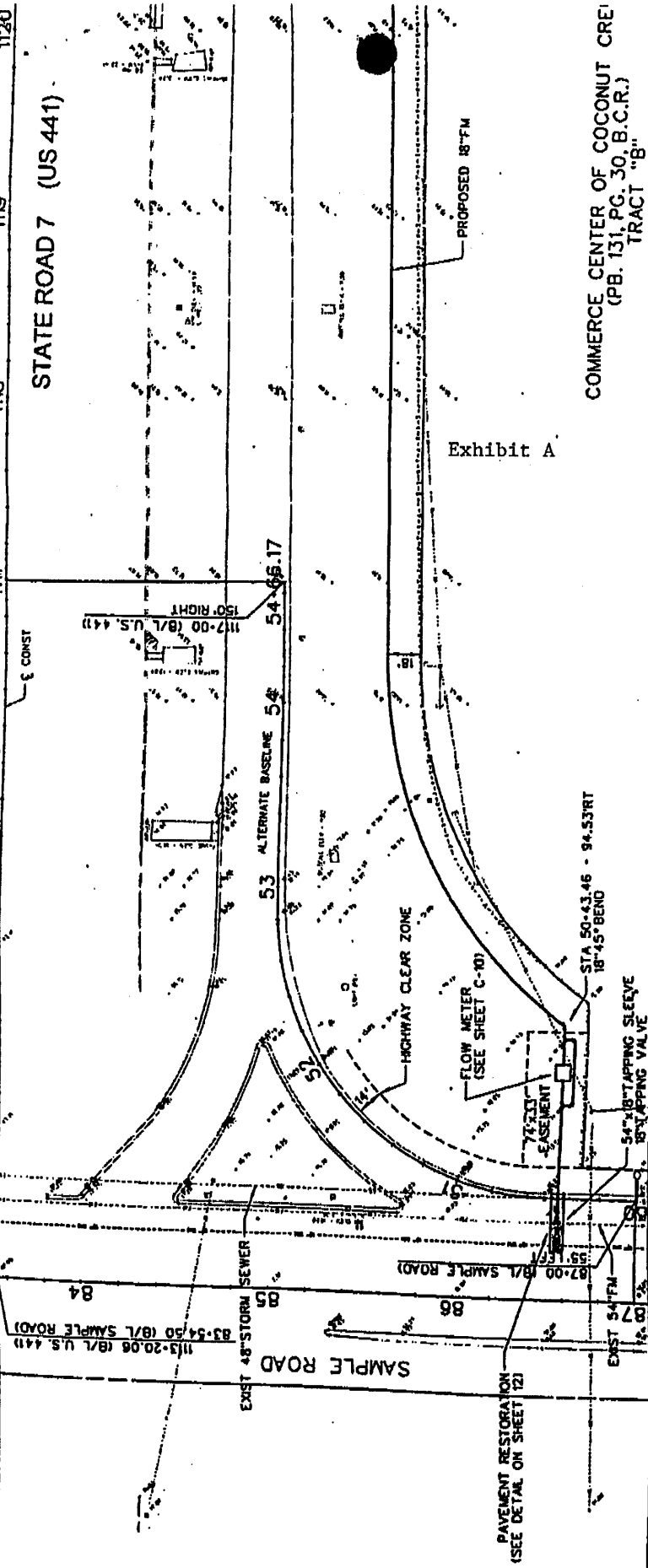
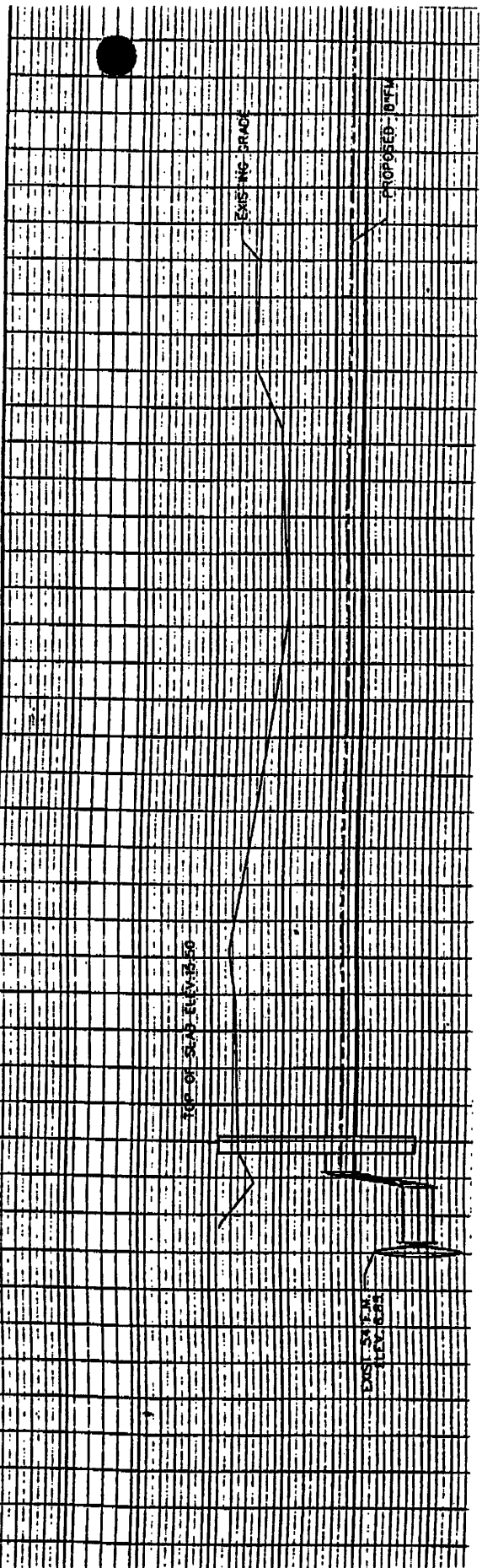
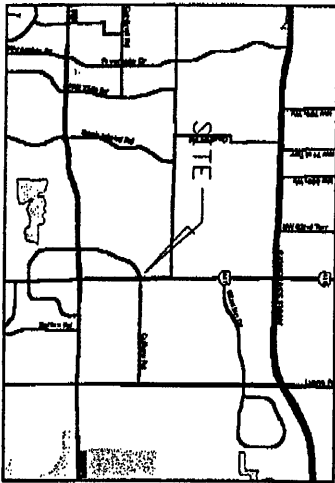


Exhibit A

COMMERCE CENTER OF COCONUT CREEK  
(PB. 131, PG. 30, B.C.R.)  
TRACT "B"



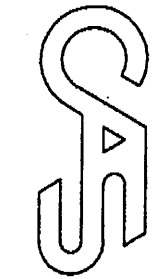
# WILLES ROAD CORRIDOR PHASE II WATER AND SEWER IMPROVEMENTS



LOCATION MAP

MAYOR	RON GREENSTEIN
VICE MAYOR	MARILYN GERBER
COMMISSIONER	SAM GOLDSMITH
	NATHAN MAUTNER
	MARGIE ZEHENDER

PREPARED FOR:  
CITY OF COCONUT CREEK



CRAIG A. SMITH & ASSOCIATES  
CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
1000 West McNab Road - Pompano Beach  
Florida 33069 (954) 782-8222



PROJECT No. 96-0277A



DATE	
SHEET	
REVISION	
BY	
CHKD	
APP'D	

DESIGNED BY  
 DRAWN BY  
 CHECKED BY

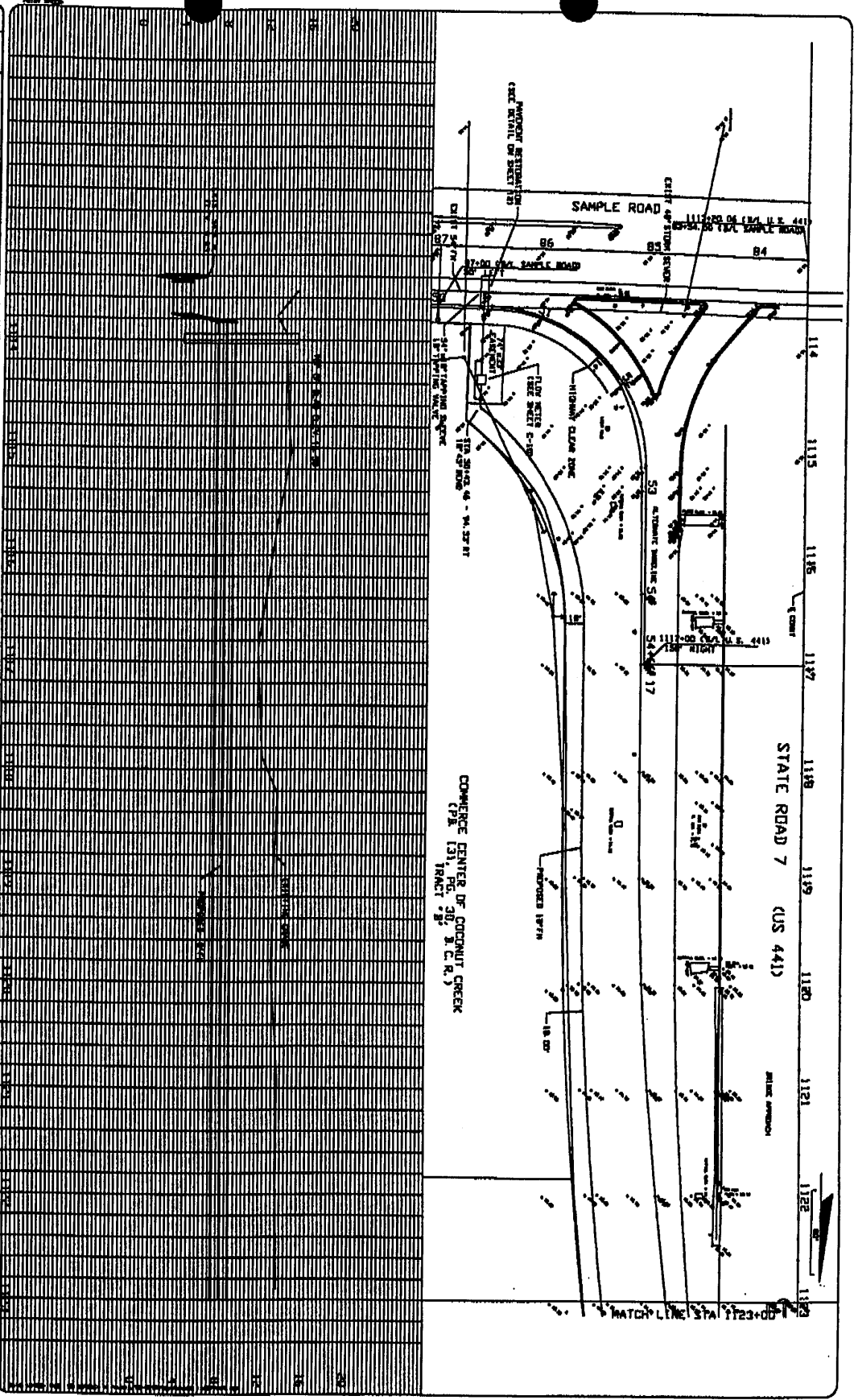
APPROVED BY  
 DATE  
 PROJECT NO.

**RAIG A. SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS-PLANNERS-ARCHITECTS  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, FL 33304  
 (305) 546-1111

PREPARED FOR  
**CITY OF COCONUT CREEK**

**WILES ROAD CORRIDOR**  
 PHASE II  
 UTILITY AND SEWER PLAN & PROFILE

SCALE: 1"=40'  
 PROJECT NUMBER: 96-0277  
 SHEET: 5-17



NO.	DATE	REVISION

DESIGNED BY  
 DRAWN BY  
 CHECKED BY

APPROVED BY  
 DATE  
 TITLE

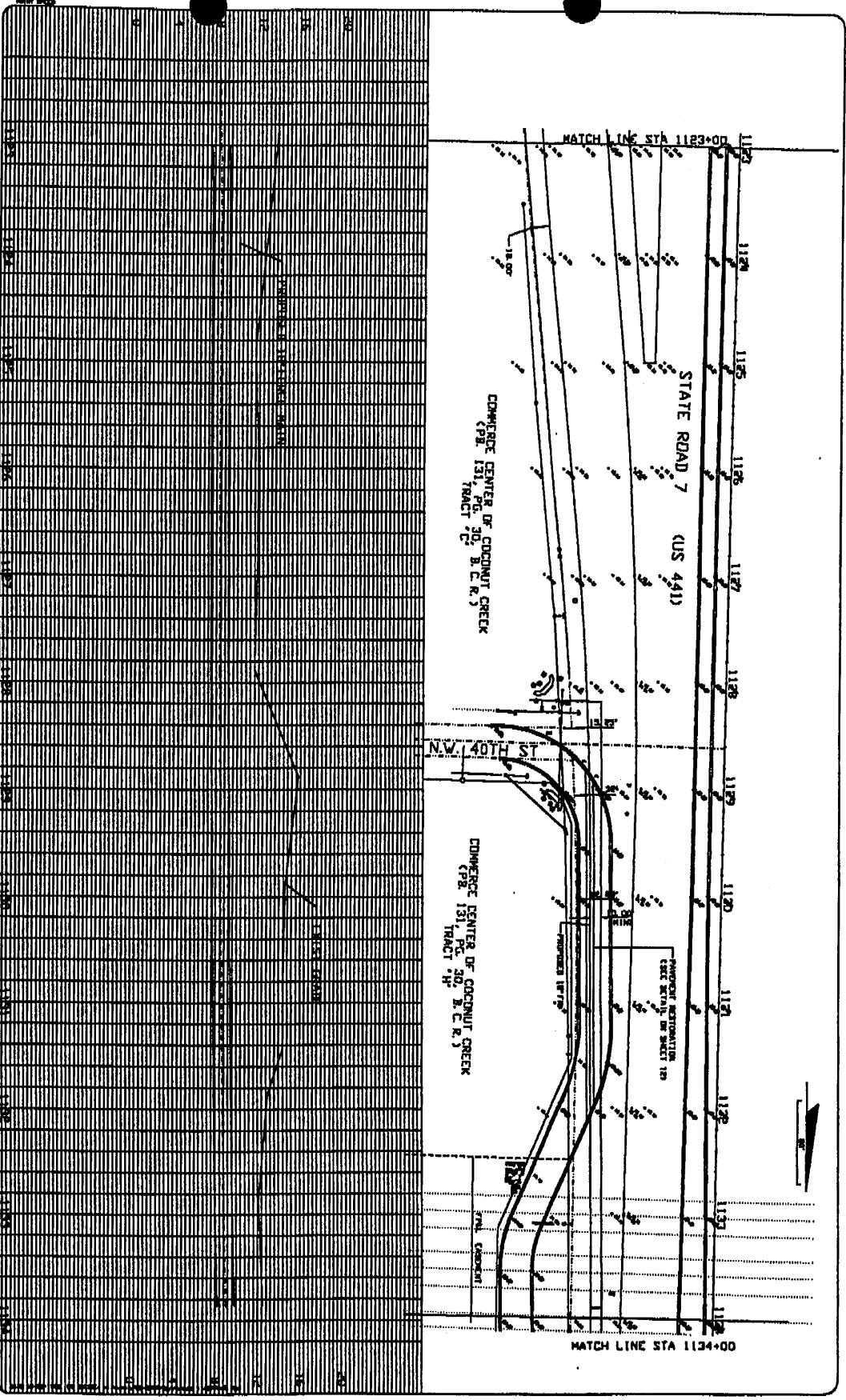
**RAIG A. SMITH & ASSOCIATES**  
 CIVIL ENGINEERS  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, FL 33304  
 (305) 555-1111

PREPARED FOR  
**CITY OF COCONUT CREEK**

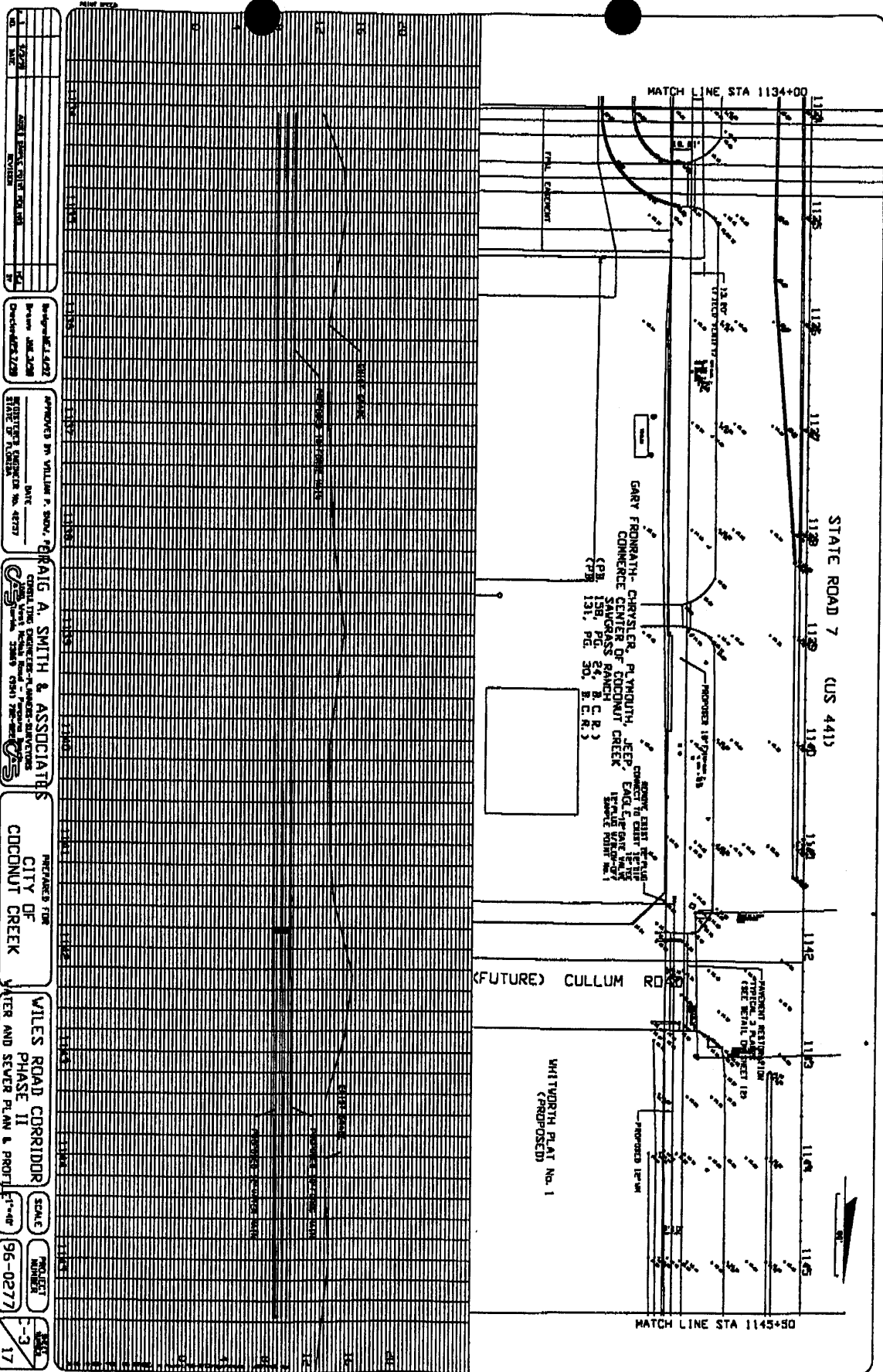
**WILES ROAD CORRIDOR**  
 PHASE II  
 INTER AND SEWER PLAN & PROFILE

SCALE: 1"=40'  
 NUMBER: 96-0277

DATE: 11-17-96







DATE	11/27/78
BY	ASST. ENGINEER
REVISION	

DESIGNED BY  
 DRAWN BY  
 CHECKED BY

APPROVED BY  
 DATE  
 REGISTERED ENGINEER NO. 42723

**RAIG A. SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS-ARCHITECTS  
 3000 West 38th Street - Denver, Colorado 80217  
 (303) 752-3800

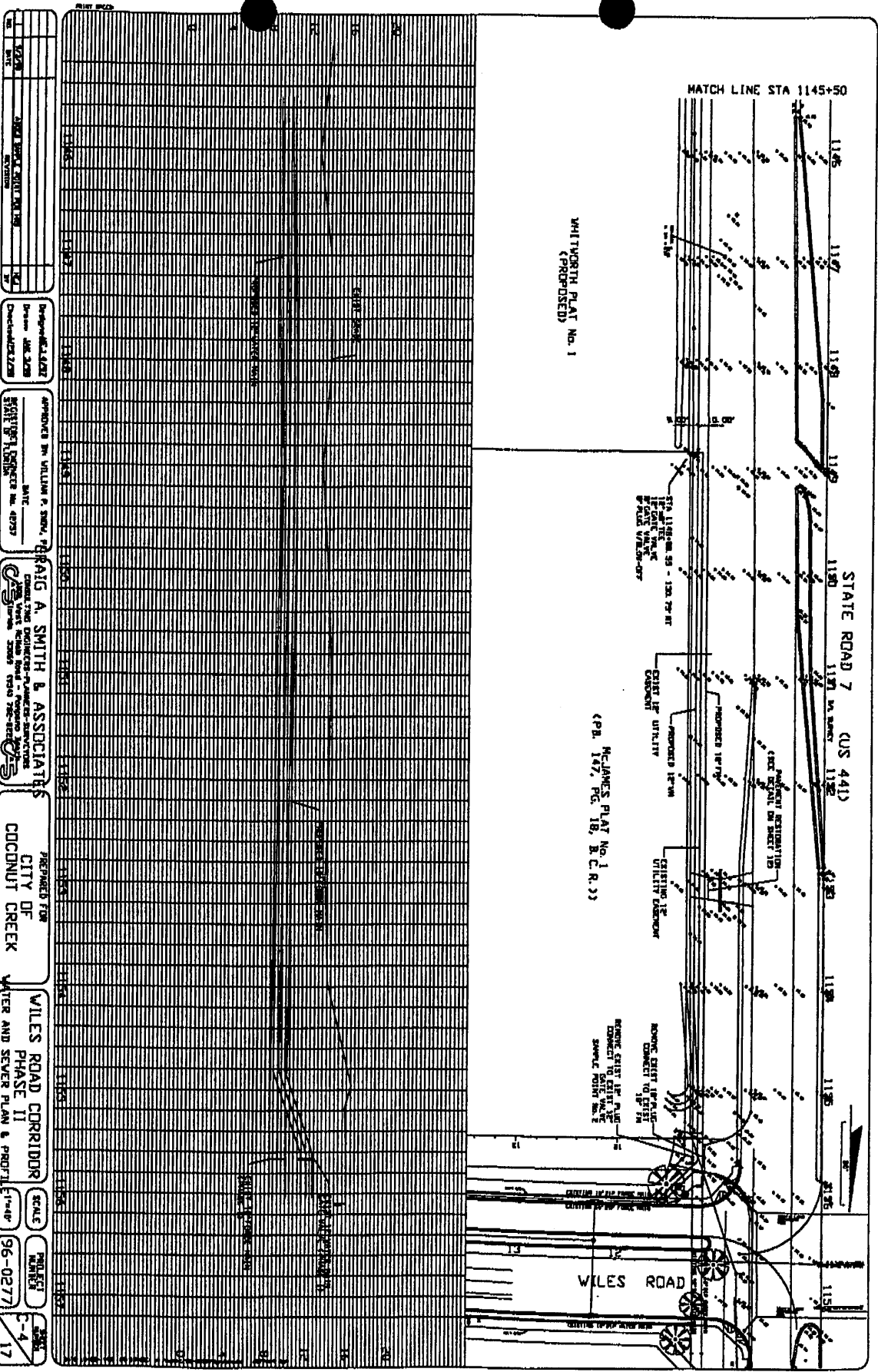
PREPARED FOR  
**CITY OF COCONINO**

**WILES ROAD CORRIDOR PHASE II WATER AND SEWER PLAN & PROFILE**

SCALE  
 1" = 40'

PROJECT NUMBER  
 96-0277

SHEET NUMBER  
 3 OF 17



WILTWORTH PLAT No. 1  
(PROPOSED)

(P.B. 147, P.C. 149, E.C.R. 151)

REMOVE EXIST. 18\"/>

DATE	1/27/20	DESIGNED BY	JAMES R. KURTZ
DATE		CHECKED BY	DAVID L. BROWN
DATE		APPROVED BY	WILLIAM P. SMITH
DATE		PROJECT NO.	1145-1155
DATE		SCALE	AS SHOWN
DATE		PROJECT NUMBER	96-0277
DATE		SHEET NUMBER	3-4/17

DESIGNED BY  
JAMES R. KURTZ  
CHECKED BY  
DAVID L. BROWN

APPROVED BY  
WILLIAM P. SMITH  
PROJECT NO.  
1145-1155

W. P. SMITH & ASSOCIATES  
1100 N. WILSON ST. SUITE 200  
COCONINO COUNTY, AZ 86301  
PHONE: 928-226-8888  
FAX: 928-226-8889

PREPARED FOR  
CITY OF  
COCONINO CREEK

VILES ROAD CORRIDOR  
PHASE II  
WATER AND SEWER PLAN & PROFILES

SCALE  
AS SHOWN

PROJECT NUMBER  
96-0277

SHEET NUMBER  
3-4/17

McJAMES PLAT No. 1  
(P.B. 147, PG. 18, B.C.R.)

WILES ROAD

ALEXANDER-YOUNG PLAT  
(PROPOSED)

MONUMENT  
E.C. 43 43  
E.C. 43 43  
E.C. 43 43

MONUMENT  
E.C. 43 43  
E.C. 43 43  
E.C. 43 43



NO.	
DATE	
REVISION	
BY	

DESIGNED BY  
WALTER A. SMITH  
CHECKED BY  
WALTER A. SMITH

APPROVED BY  
WALTER A. SMITH  
DATE  
STATE OF CONNECTICUT

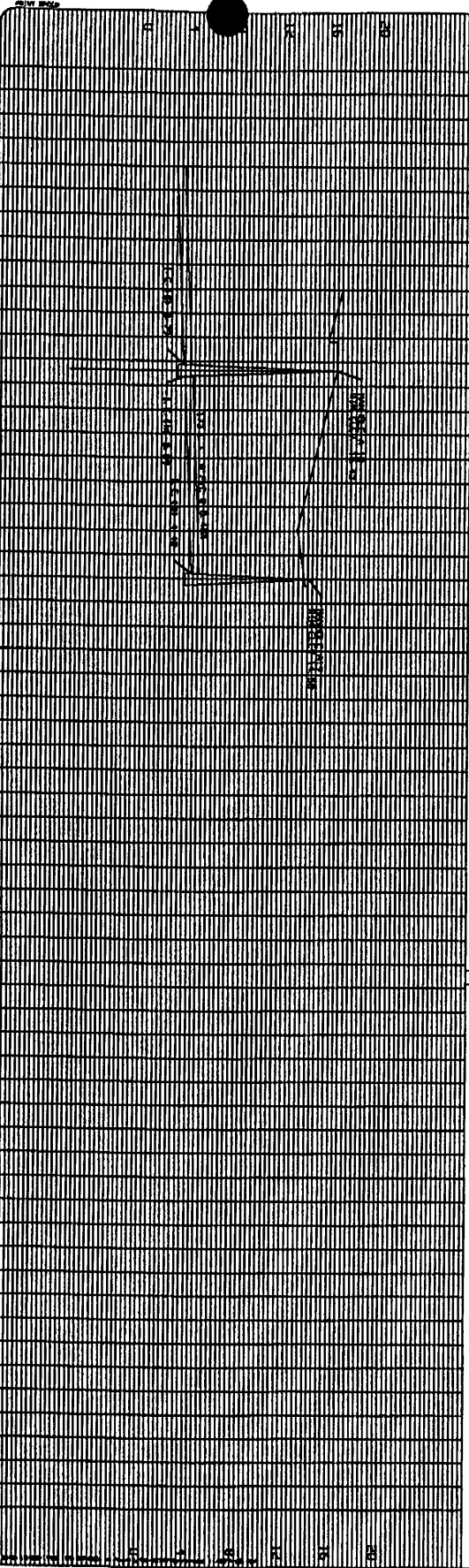
WALTER A. SMITH & ASSOCIATES  
CITY OF COCCONUT CREEK  
PREPARED FOR  
CITY OF COCCONUT CREEK

WILES ROAD CORRIDOR  
PHASE II  
WATER AND SEWER PLAN & PROF.

SCALE  
1"=40'

PROJECT NUMBER  
96-0277

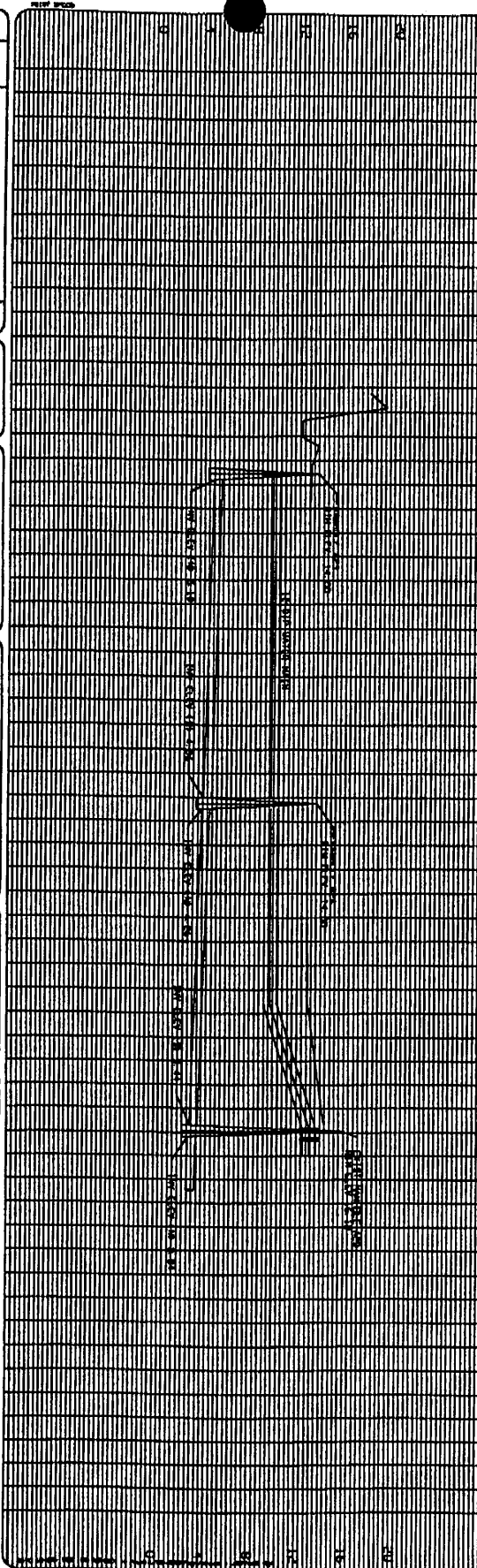
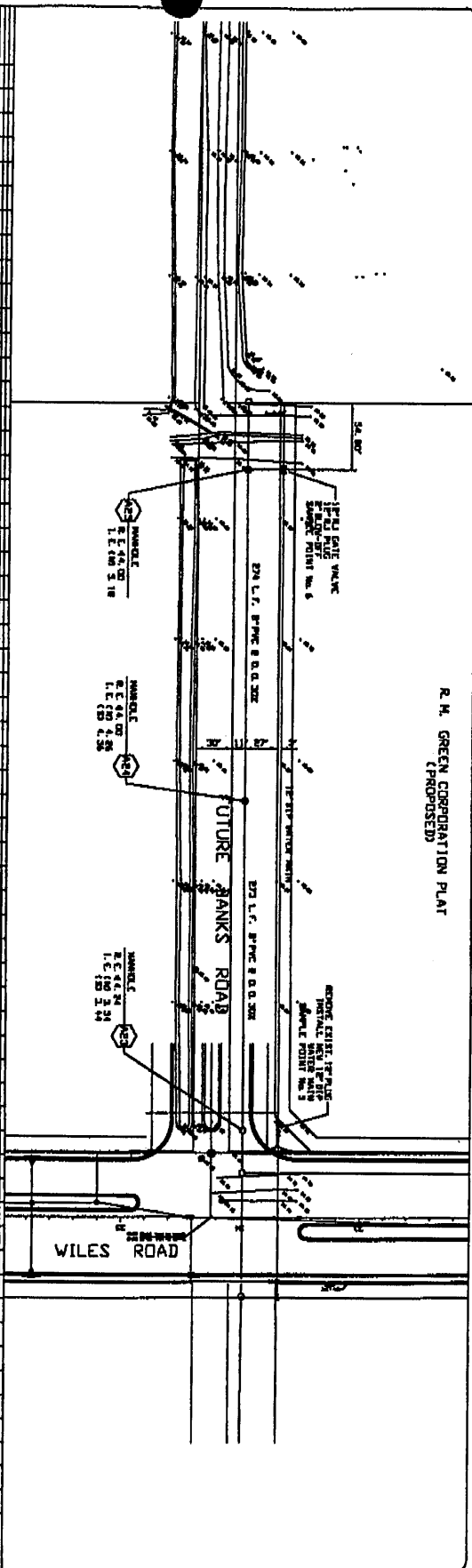
SHEET  
5  
17







R. H. GREEN CORPORATION PLAT  
(PROPOSED)

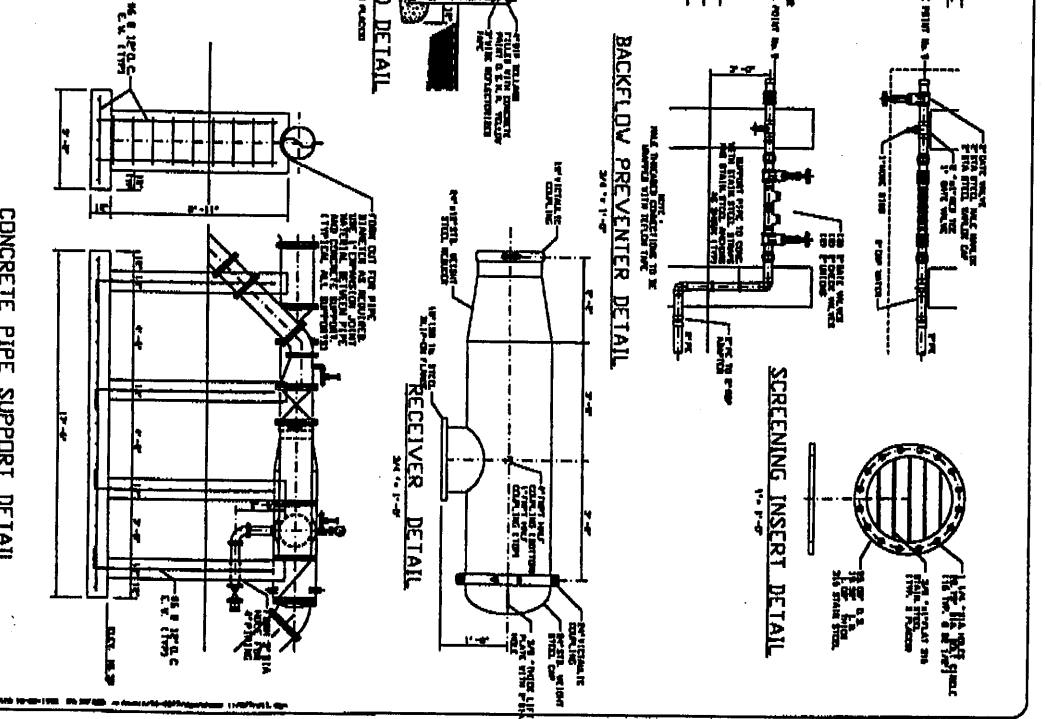
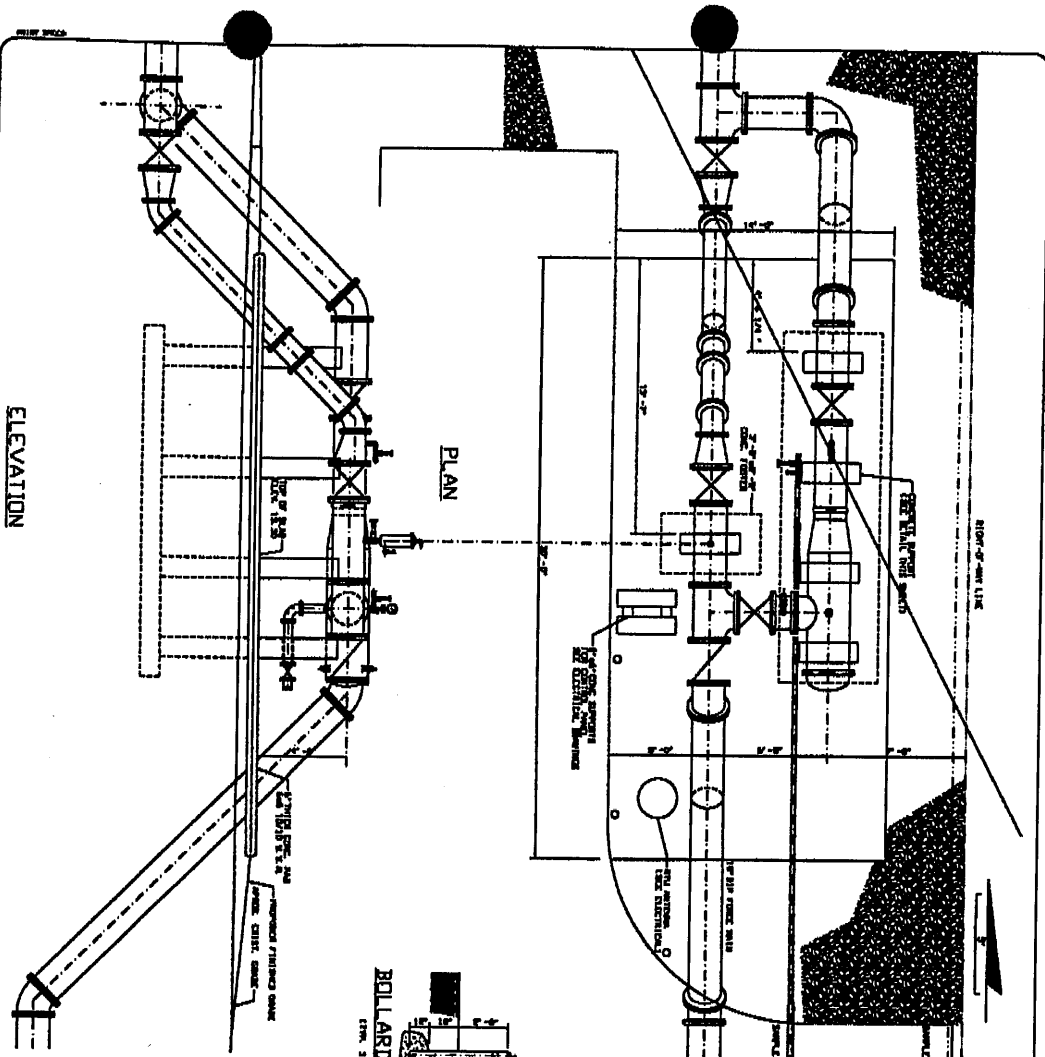


DESIGNED BY: RAIG A. SMITH & ASSOCIATES  
 CONSULTING ENGINEERS-PLANNERS-STRUCTURISTS  
 1000 W. 10th Street, Suite 200, Oklahoma City, Oklahoma 73106  
 PHONE: (405) 525-1234 FAX: (405) 525-1235  
 APPROVED BY: WILLIAM P. SHOU, P.E.  
 STATE OF OKLAHOMA  
 DATE: 11/15/95  
 PREPARED FOR: CITY OF COCONUT CREEK  
 WILES ROAD CORRIDOR  
 PHASE II  
 WATER AND SEWER PLAN & PROFILE  
 SCALE: 1"=4'  
 SHEET: 96-0277  
 TOTAL SHEETS: 17









DATE	1/2/78
BY	WES
PROJECT	WILES ROAD CORRIDOR
NO.	96-0277
REV.	11/17

APPROVED BY WILLIAM P. SMITH, CIVIL ENGINEER, LICENSE NO. 48737

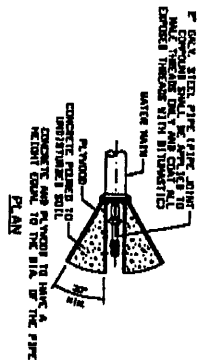
RAIG A. SMITH & ASSOCIATES  
CONSULTING ENGINEERS-PLANNERS-ARCHITECTS  
1000 W. WASHINGTON ST., SUITE 2000, TAMPA, FL 33606

PREPARED FOR  
CITY OF  
COCONUT CREEK

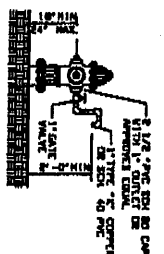
WILES ROAD CORRIDOR  
PHASE 31  
FORCE MAIN METER DETAILS

SCALE: AS SHOWN  
PROJECT NO. 96-0277  
DATE: 11/17

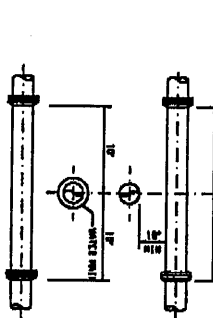
CONCRETE PIPE SUPPORT DETAIL



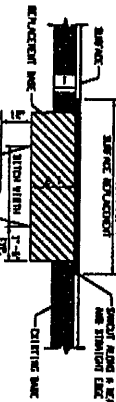
2-TERMINAL BLOW-OFF ELEVATION



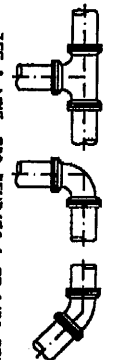
TYPICAL SAMPLING POINT



UTILITY CROSSING



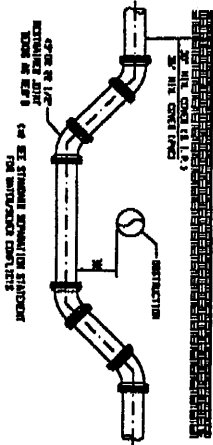
PERPENDICULAR UTILITY INSTALLATION



90° BEND

PIPE SIZE (IN. & MET.)	ESTIMATED PRICE PER FOOT (APPROX.)	ESTIMATED PRICE PER FOOT (APPROX.)	ESTIMATED PRICE PER FOOT (APPROX.)
1/2"	87	16	5
3/4"	34	10	11
1"	41	14	14
1 1/4"	48	18	18
1 1/2"	53	20	18
1 3/4"	62	25	20
2"	72	32	24
2 1/2"	87	42	31
3"	104	57	41
3 1/2"	124	78	52
4"	147	102	68
4 1/2"	180	130	88

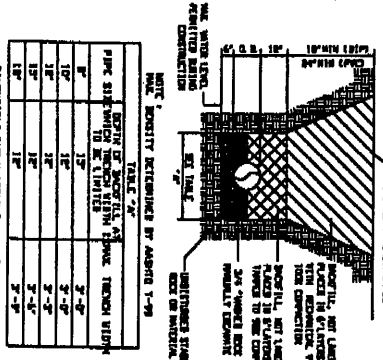
RESTRAINED JOINT DETAIL



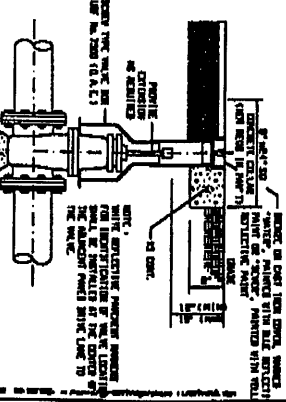
UTILITY CROSSING FITTING TYPE



UTILITY CROSSING DEFLECTION TYPE



TYPICAL TRENCH DETAIL



VALVE & BOX DETAIL

1. AVOID ANY JOINTS OR DISCONTINUITIES IN THE PIPE.
2. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF CONCRETE.
3. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF ASPHALT.
4. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF SAND.
5. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF GRAVEL.
6. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF CURB.
7. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF PAVEMENT.

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2. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF ASPHALT.
3. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF SAND.
4. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF GRAVEL.
5. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF CURB.
6. THE PIPE SHOULD BE PROTECTED BY A 2" MINIMUM THICKNESS OF PAVEMENT.

NO.	DATE	REVISION

DESIGNED BY: RAIG A. SMITH & ASSOCIATES  
 DRAWN BY: RAIG A. SMITH & ASSOCIATES  
 CHECKED BY: RAIG A. SMITH & ASSOCIATES

APPROVED BY: RAIG A. SMITH & ASSOCIATES  
 RAIG A. SMITH & ASSOCIATES  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, COLORADO 80202

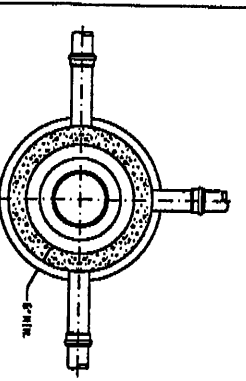
PREPARED FOR: CITY OF COCCONUT CREEK  
 STANDARD DETAILS-1

SCALE: AS SHOWN  
 SHEET: 17

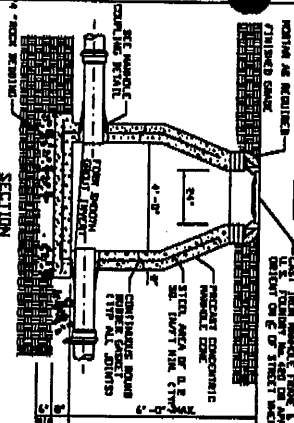
DATE: 9-12-17

PROJECT: WILES ROAD CORRIDOR PHASE II





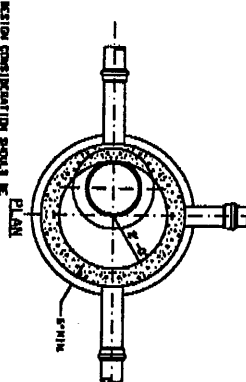
PLAN



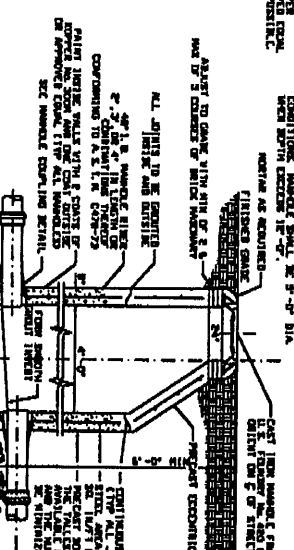
SECTION

ALL REQUIREMENTS FOR STANDARD MANHOLE APPLY TO CONCENTRIC PRECAST MANHOLE

**CONCENTRIC PRECAST SHALL'DY MANHOLE (6'-0" AND UNDER)**



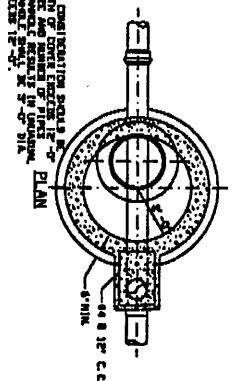
PLAN



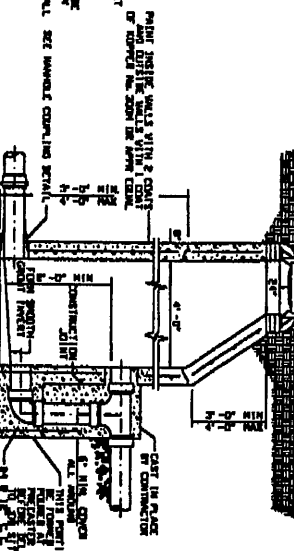
SECTION

ALL REQUIREMENTS FOR STANDARD MANHOLE APPLY TO CONCENTRIC PRECAST MANHOLE

**ECCENTRIC PRECAST STANDARD MANHOLE (6'-0" DEPTH & GREATER)**



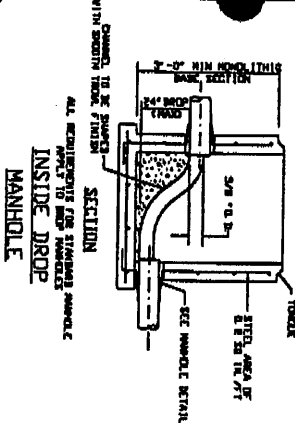
PLAN



SECTION

ALL REQUIREMENTS FOR STANDARD MANHOLE APPLY TO PRECAST OUTSIDE DROPP MANHOLE

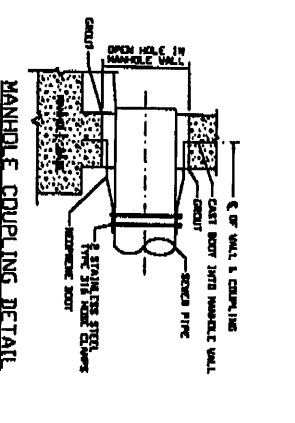
**PRECAST OUTSIDE DROPP MANHOLE**



SECTION

ALL REQUIREMENTS FOR STANDARD MANHOLE APPLY TO CONCENTRIC PRECAST MANHOLE

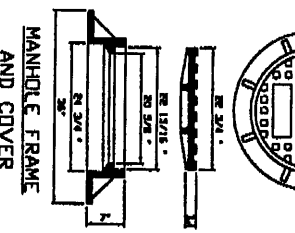
**CONCENTRIC PRECAST MANHOLE (6'-0" AND UNDER)**



SECTION

ALL REQUIREMENTS FOR STANDARD MANHOLE APPLY TO CONCENTRIC PRECAST MANHOLE

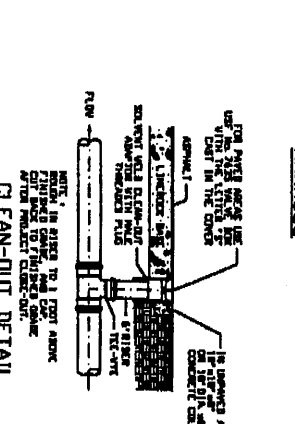
**CONCENTRIC PRECAST MANHOLE (6'-0" DEPTH & GREATER)**



PLAN

ALL REQUIREMENTS FOR STANDARD MANHOLE APPLY TO CONCENTRIC PRECAST MANHOLE

**CONCENTRIC PRECAST MANHOLE (6'-0" DEPTH & GREATER)**



SECTION

ALL REQUIREMENTS FOR STANDARD MANHOLE APPLY TO PRECAST OUTSIDE DROPP MANHOLE

**PRECAST OUTSIDE DROPP MANHOLE**

NO.	REV.	DATE	BY	CHKD.

APPROVED BY WILLIAM P. SMITH, P.E.  
 CONSULTING ENGINEER - CIVIL ENGINEER  
 1000 W. 10th Street, Suite 200  
 Oklahoma City, Oklahoma 73101  
 PHONE: 246-1111

DESIGNED BY  
 DRAWN BY  
 CHECKED BY

PREPARED FOR  
 CITY OF  
 COCONINO CREEK

WILES ROAD CORRIDOR  
 PHASE II  
 STANDARD SEWER DETAILS

SCALE  
 NUMBER  
 96-0277

DATE  
 1-14  
 17





**SECOND AMENDMENT TO  
LARGE USER WASTEWATER  
AGREEMENT EFFECTIVE  
DATE NOVEMBER 10, 2009**

**(ADJUSTS CITY'S RESERVE CAPACITY FOR FUTURE  
GROWTH)**

**SECOND AMENDMENT**  
**TO**  
**LARGE USER WASTEWATER AGREEMENT**

**Between**

**BROWARD COUNTY**

**And**

**CITY OF COCONUT CREEK**

**For**

**WASTEWATER TRANSMISSION, TREATMENT, AND DISPOSAL**

This is a Second Amendment to the May 23, 1989 Agreement (the "Agreement"), made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners, and CITY OF COCONUT CREEK, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, hereinafter referred to as "CUSTOMER," collectively referred to as "the Parties."

WHEREAS, the Parties entered into the Agreement for CUSTOMER's access to and use of COUNTY's wastewater transmission, treatment, and disposal services; and

WHEREAS, on March 7, 2000, the Parties entered into a First Amendment to the Agreement, which provided an additional connection to CUSTOMER to the COUNTY transmission system; and

WHEREAS, CUSTOMER is a Large User of COUNTY's North Regional Wastewater System; and

WHEREAS, CUSTOMER has determined it is in need of an additional 1.07 million gallons per day ("MGD") of wastewater transmission and an additional .5 MGD of treatment and disposal Reserve Capacity in COUNTY's North Regional Wastewater System; and

WHEREAS, COUNTY has determined it has sufficient excess Reserve Capacity in its North Regional Wastewater System to provide an additional 1.07 MGD transmission and an additional .5 MGD treatment and disposal Reserve Capacity to CUSTOMER; NOW, THEREFORE,



IN CONSIDERATION of the mutual terms, conditions, promises, and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, COUNTY and CUSTOMER agree as follows:

1. Each and every whereas clause set forth above is a true and correct recital and representation and is incorporated herein as if set forth fully.
2. Article 3, PROVISIONS PERTAINING TO CONNECTION TO THE COUNTY WASTEWATER TREATMENT SYSTEM, Sections 3.5 and 3.6 of the Agreement are hereby deleted and replaced with the following:

**3.5 CUSTOMER'S FUTURE FLOW PROJECTIONS**

CUSTOMER acknowledges that it has reviewed its present needs for wastewater transmission and treatment service. CUSTOMER agrees that it shall annually review its future needs for wastewater transmission and treatment service and, with the advice and counsel of a professional engineer, project its future needs to the best of its knowledge and ability, in the format provided below. The projections list below are CUSTOMER's future flow projections:

<u>Fiscal Year</u>	<u>Annual</u>		<u>Maximum Month</u>		<u>Maximum Day</u>	
	Average Daily Flow (MGD)		Average Daily Flow (MGD)		Daily Flow (MGD)	
Oct. 1 – Sept. 30	<u>Trans- mission</u>	<u>Treat- ment</u>	<u>Trans- mission</u>	<u>Treat- ment</u>	<u>Trans- mission</u>	<u>Treat- ment</u>
2009	2.20	3.86	4.18	7.3	6.05	10.6
2010						
2011						
2012						
2013						
2015						
2020	4.41	6.54	8.4	12.4	12.12	18.0
2025	4.41	6.54	8.4	12.4	12.12	18.0

These projections shall serve as a reasonable estimate of the future needs of CUSTOMER for the purpose of planning expansion, construction, modification, or alteration of said COUNTY facilities and shall be so used by COUNTY in determining plant capacity requirements attributable to CUSTOMER in COUNTY transmission, treatment, and disposal facilities. CUSTOMER agrees to furnish this projection to UTILITIES DIVISION no later than the first day of June each year. Said projections are necessary for planning purposes. COUNTY agrees that it will use the projections as a tool in determining if and when extensions and modifications to the facilities are required and economically feasible. In determining when to expand or modify its facilities, COUNTY will consider

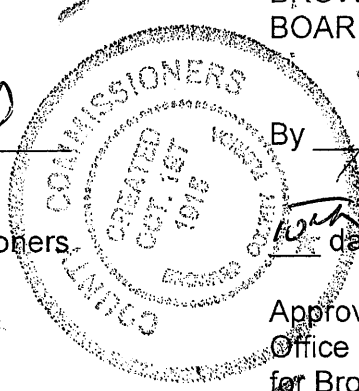
IN WITNESS WHEREOF, the parties have made and executed this Second Amendment to the Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of November, 2009, and the City of Coconut Creek, signing by and through its ~~Mayor~~ City Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

RH Bussard  
for County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners,  
of Broward County, Florida



By Stacy Fitch  
Mayor  
day of November, 2009.

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By Al A. DiCalvo 9/21/09  
Al A. DiCalvo (Date)  
Assistant County Attorney

SECOND AMENDMENT TO LARGE USER WASTEWATER AGREEMENT BETWEEN  
BROWARD COUNTY AND CITY OF COCONUT CREEK FOR WASTEWATER  
TRANSMISSION, TREATMENT, AND DISPOSAL

CUSTOMER

ATTEST:

Barbara Shice  
Municipal Clerk

BARBARA SHICE  
Print/Type Name

(Seal)

CITY OF COCONUT CREEK

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

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

Paul J. ...  
Municipal Manager

16<sup>th</sup> day of June 2009

APPROVED AS TO FORM:

By Nancy A. Cousins  
Municipal Attorney

**NANCY A. COUSINS**

AAD:LN/lm  
09/25/07; 4/2/09  
CoconutCreek am2.doc