Hazen and Sawyer
4000 Hollywood Blvd., Suite 750 N
Hollywood, FL 33021 • 954.987.0066



City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update

Final

December 15, 2025

GEORGE A. BROWN
LICENSE
No. 56076
STATE OF FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by George A. Brown, PE. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George A. Brown
2025.12.15 11:28:54-05'00'

Table of Contents

Executive Summary 1
Introduction 1
Background 1
Water Service Area 1
Population Forecast 3
Water Supply 3
Raw Water Demand Forecast 4
Finished Water Demand Forecast 5
Comprehensive Utility Strategic Master Plan (CUSMP) Update 5
Fiveash WTP Replacement with PLCWC 5
Alternative Water Supply Plan 7
1. Introduction 1-1
1.1 Overview 1-1
1.2 Scope of This Report 1-1
1.3 Location Map 1-2
1.4 Statutory History 1-3
1.5 Statutory Requirements 1-3
1.6 Fort Lauderdale's Water Service Area 1-4
1.6.1 Introduction 1-4
1.6.2 Water Service Area Map 1-4
1.6.3 Areas of Self-Supply 1-6
1.7 Summary of Existing Water Supply Agreements 1-6
1.8 General Description of How Water Service is Provided to the Community 1-6
1.9 Sector Plans 1-6
2. Summary of Existing Water Infrastructure 2-1
2.1 Introduction 2-1
2.2 Summary of Existing Water Treatment Facilities 2-1
2.2.1 Water Use Permit 2-1
2.2.2 Raw Water Allocation 2-1

2.2.2.1 Biscayne Aquifer Withdrawal Limits - Before C51 Startup....2-1
2.2.2.2 Biscayne Aquifer Withdrawal Limits - After C51 Startup....2-2
2.2.2.3 Floridan Aquifer Withdrawal Limits....2-2
2.2.2.4 Withdrawal from the Biscayne Aquifer Offset from the C-51 Reservoir Phase 1....2-2
2.2.3 When Will the City Need Withdrawal from the Biscayne Aquifer Offset from the C-51 Reservoir Phase 1?....2-2
2.2.4 Floridan Aquifer Test Wells....2-2
2.2.5 Existing Water Treatment Plants Finished Water Production Capacity....2-3
2.2.6 Fiveash WTP Replacement with PLCWC....2-3
2.2.7 Finished Water Production Capacity Following Transition to the PLCWC....2-5
2.2.8 Prospect Wellfield....2-6
2.2.9 Dixie Wellfield....2-7
2.2.10 Distribution System Water Storage Facilities....2-8
2.2.11 Raw Water Aquifer Storage and Recovery....2-9
2.2.12 Finished Water Distribution System....2-9
2.2.13 Raw Water Import....2-9
2.2.14 Areas of Self-Supply....2-9
2.2.15 Distribution System Interconnects....2-10
2.2.16 Treatment Losses....2-10
2.2.17 Distribution System Losses....2-11
2.2.18 Outstanding Compliance Issues....2-12
2.3 Key Ongoing Water System Improvements....2-12
2.3.1 Introduction....2-12
2.3.2 Prospect Lake Clean Water Center....2-12
2.3.3 Conveyance of Finished Water from PLCWC to the Fiveash WTP....2-13
2.3.4 Proposed High Service Pump Station and Storage Tank at Fiveash....2-14
2.3.5 CUSMP Projects....2-15
2.4 Summary of Existing Wastewater Treatment Facilities....2-15
2.4.1 Introduction....2-15
2.4.2 Deep Well Injection Wells....2-15
2.4.3 Reclaimed Water....2-16

2.5 Conservation 2-16
2.5.1 Broward Water Partnerships 2-16
2.5.2 ConservationPay$ Program 2-16
2.5.3 NatureScape Irrigation Services 2-17
2.5.4 Water Matters Day 2-17
2.5.5 Conservation Rate Structure 2-17
2.5.6 Water Shortage Restrictions 2-18
2.5.7 Florida-Friendly Landscaping 2-18
2.5.8 Green Infrastructure Development Guidelines 2-18
2.5.9 Green Infrastructure Design Details and Specification 2-19
2.5.10 Irrigation System Design Code 2-19
2.5.11 Landscape Irrigation Restrictions 2-19
2.5.12 Water for Heating or Process Water 2-20
2.5.13 Water Used for Cooling Including Condensate 2-20
2.5.14 Commercial Power Washing 2-20
2.5.15 Water for Decorative Features 2-20
2.5.16 Lakes and Ponds 2-20
2.5.17 Leak Detection 2-20
2.5.18 Meter Replacement Program 2-21
2.5.19 Broward County Adopts Low-Flow Plumbing Fixtures 2-21
2.5.20 Water Conservation Education Program 2-21
2.5.21 Sustainability Action Plan 2011 Update 2-21
2.5.22 2035 Fast Forward Vision Plan 2-22
2.5.23 Press Play Fort Lauderdale Strategic Plan: Our City, Our Strategic Plan 2029 2-23
2.6 Reuse 2-23
2.6.1 Introduction 2-23
2.6.2 Local Government Specific Actions, Programs, Regulations, or Opportunities 2-23
2.6.3 Identify any Local Financial Responsibilities 2-25
3. Water Demand Projections 3-1
3.1 Introduction 3-1
3.2 Population Forecast 3-1

3.3 Areas of Self-Supply 3-2
3.4 Maps of Current and Future Served Areas 3-2
3.5 Fort Lauderdale Areas Served by Broward County 3-2
3.6 Potable Water Level-of-Service Standard 3-3
3.7 Historical Finished Water 3-4
3.8 Finished Water Demand Forecast 3-4
3.9 Finished Water Production Capacity is Adequate to Meet Demand 3-5
3.10 Biscayne Aquifer Raw Water Demand Forecast 3-6
3.11 Raw Water Demand by Jurisdiction 3-6
3.12 Finished Water Demand by Jurisdiction 3-7
4. Alternative Water Supply Plan 4-1
4.1 Introduction 4-1
4.2 Existing C51-Reservoir Phase 1 Alternative Water Supply 4-1
4.3 Future Expansion of the Peele-Dixie WTP with Floridan Aquifer Supply and Treatment 4-1
4.4 Floridan Aquifer Wells Identified in Water Use Permit 4-2
5. Capital Improvements Program 5-1
5.1 Introduction 5-1
5.2 Water Supply, Treatment and Distribution Capital Improvements Schedule for FY2025 through FY2029 5-1
5.3 Capital Improvements Schedule for FY2030 through FY2034 5-1
5.4 Dixie Floridan Water Supply / Treatment Project 5-1
5.4.1 Introduction: 2008 Alternative Water Supply Planning Documents 5-1
5.4.2 Schedule 5-2
5.4.3 Cost 5-2
5.4.4 Coordination With the 2023-2024 LECWSP Update 5-2
5.4.5 Funding 5-2
5.5 Projects Needed Beyond the Five-Year CIP 5-2
6. Regional Issues 6-1
6.1 Introduction 6-1
6.2 Climate Change 6-1
6.3 Sea Level Rise 6-2

6.4 ILA for Cost Sharing for Salinity Distribution Evaluation Agreement 6-3
6.5 Saltwater Intrusion 6-3
6.6 Regional Water Availability Rule 6-6
6.7 C-51 Reservoir Project 6-7
6.8 Regional Climate Action Plan 6-8
6.9 Central and Southern Florida Flood Resiliency Study 6-9
6.10 Lake Okeechobee Surface Water Allocation Limitations 6-10
6.11 Lake Okeechobee System Operating Manual (LOSOM) 6-10
6.12 Broward County Water Preserve Areas (BCWPA) Project 6-10
6.13 Expanded Use of Reclaimed Water to Meet Future Water Supply Demands 6-11
6.14 East Coast Floridan Model 6-12
6.15 Conclusions of the ECFM May Not Represent the Actual Risk of Future Water Quality Degradation 6-13
6.16 Vertical Collapse Feature Risk 6-14
6.17 Wellfield Management to Prevent Undesirable Changes in Floridan Aquifer Water Quality 6-14
7. Goals, Objectives and Policies 7-1
7.1 Introduction 7-1
7.2 Intergovernmental Coordination 7-1
7.2.1 Introduction 7-1
7.2.2 The City of Fort Lauderdale Actively Coordinates With the Agencies it Supplies With Finished Water 7-1
7.2.3 Need for Additional Coordination Activities 7-2
7.2.4 The City of Fort Lauderdale Actively Coordinates with the SFWMD During LEC Plan Updates 7-2
8. References 8-1

List of Tables

Table 1-1: Water Supply Agreements 1-6
Table 2-1: Existing Water Treatment Plants 2-3
Table 2-2: PLCWC Treatment Technology and Capacity 2-3
Table 2-3: Finished Water Production Capacity in 2027 2-5
Table 2-4: Key Storage Tank and Pump Station Information 2-8
Table 2-5: City of Fort Lauderdale Water System Interconnects 2-10
Table 2-6: Fiscal Year 2025 Water and Sewer Rate Structure 2-18
Table 2-7: Maximum Flow Rates and Consumption for Key Fixtures in New Construction 2-21
Table 2-8: Water Conservation Action Status 2-22
Table 3-1: Population by Jurisdiction, Actual 2020 and Forecasted 2025 to 2045 3-2
Table 3-2: Water System Level-of-Service Standards 3-3
Table 3-3 Historical Finished Water Demand 3-4
Table 3-4: Annual Average Raw Water Demand by Jurisdiction (mgd) 3-6
Table 3-5: Annual Average Finished Water Demand by Jurisdiction (mgd) 3-7
Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan 5-1
Table 6-1: Fort Lauderdale Owned Saltwater Monitoring Wells 6-5
Table 6-2: Water Supply Recommendations from the 2022 Climate Action Plan 6-8

List of Figures

Figure ES-1: Water Service Area 2
Figure ES-2: Water Service Area Population Forecast FY 2025 to FY 2045 in Five Year Increments 3
Figure ES-3: Floridan Aquifer Well Data 3
Figure ES-4: Raw Water Demand Forecast FY 2020 to FY 2045 4
Figure ES-5: Finished Water Demand Forecast FY 2025 to FY 2045 in Five-Year Increments 5
Figure ES-6: Alternative Water Supply Planning Documents 7
Figure 1-1: Fort Lauderdale Location Map 1-2
Figure 1-2: Water Service Area 1-5
Figure 2-1: Location Map of Existing and Proposed Fort Lauderdale Water Treatment Plants 2-4
Figure 2-2: Prospect Wellfield 2-6
Figure 2-3: Dixie Wellfield 2-7
Figure 2-4: Storage Tanks Location Map 2-8
Figure 2-5: Annual Treatment Loss Summary FY 2020 to FY 2024 2-11
Figure 2-6: Distribution System Loss Summary FY 2020 to FY 2024 2-11
Figure 2-7: Location Map of PLCWC 2-13
Figure 2-8: Finished Water Pipeline from PLCWC to Fiveash 2-14
Figure 2-9: Planned Storage and Pumping Improvements 2-14
Figure 2-10: Demand Decrease Through 2024 2-16
Figure 2-11: Historical NatureScape Program Water Savings (Millions of Gallons) 2-17
Figure 3-1: Water Service Area Population Forecast FY 2025 to FY 2045 in Five Year Increments 3-1

Figure 3-2: Water Service Area 3-1
Figure 3-3: Map of Fort Lauderdale Areas Served by Broward County 3-2
Figure 3-4: Finished Water Demand Forecast FY 2025 to FY 2045 in Five-Year Increments.. 3-4
Figure 3-5: Max Day Finished Water Demand Versus Finished Water Production Capacity 3-5
Figure 3-6: Raw Water Demand Versus Water Use Permit Limit 3-6
Figure 4-1: Alternative Water Supply Planning Documents 4-1
Figure 4-2: Potential Future Floridan Aquifer Wells at Prospect Wellfield 4-2
Figure 4-3: Potential Future Floridan Aquifer Wells at Dixie Wellfield 4-3
Figure 6-1: Sea Level Rise 6-3
Figure 6-2: 250 mg/L Isochlor in the Vicinity of the Dixie Wellfield 6-4
Figure 6-3: Conductivity Measured at Saltwater Monitor Well 10D 6-6
Figure 6-4: East Coast Floridan Model Layers 6-12

List of Exhibits

Exhibit 1: Water Supply Agreements

List of Acronyms

Acronym	Definition
AAD	Annual Average Day
ASR	Aquifer Storage and Recovery
BCWPA	Broward County Water Preserve Areas
BWP	Broward Water Partnership
CAA	Capacity Allocation Agreement
C&SF	Central and Southern Florida
CIP	Community Investment Plan
CUSMP	Comprehensive Utility Strategic Master Plan
FAS	Floridan Aquifer System
FDEP	Florida Department of Environmental Protection
F.S.	Florida Statutes
GPCD	Gallons per capita day
GTL	George T. Lohmeyer
HLD	High Level Disinfection

List of Acronyms

Acronym	Definition
IX	Ion Exchange
LEC	Lower East Coast
LOSOM	Lake Okeechobee System Operating Manual
MFL	Minimum Flow and Minimum Water Level
MGD	Million Gallons per Day
MGY	Million Gallons per Year
MW	Monitoring Well
NIS	NatureScape Irrigation Service
NGVD-29	National Geodetic Vertical Datum of 1929
PFAM	Population Forecast and Allocation Model
PLCWC	Prospect Lake Clean Water Center
RO	Reverse Osmosis
RWA	Regional Water Availability
SFWMD	South Florida Water Management District
TAZ	Traffic Analysis Zones
TDS	Total Dissolved Solids
UFA	Upper Floridan Aquifer
USACE	United States Army Corps of Engineers
USGS	United States Geological Survey
WRDA	Water Resources Development Act
WTP	Water Treatment Plant
WUP	Water Use Permit

Executive Summary

Introduction

This executive summary provides the key findings in the City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update. This document is an update to the City's year 2020 Water Supply Facilities Work Plan.

Background

Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt 10-Year Water Supply Facilities Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (SFWMD) approves a regional water supply plan or its update. The 2023-2024 Lower East Coast Water Supply Plan Update (2023-2024 LEC Plan Update) was adopted by the District's Governing Board on September 23, 2024. Therefore, local governments within the Lower East Coast Region are required to amend their comprehensive plans and include an updated 10-year Water Supply Facilities Work Plan and related planning elements by February 22, 2026.

The State of Florida requires that the 10-year Water Supply Facilities Work Plan 2025 Update address the development of traditional and alternative water supplies and management strategies, including conservation and reuse. The data and analyses, including population projections and water demands must span at least a 10-year planning period and be consistent with the 2023-2024 LEC Plan Update. The data presented herein are for the planning period through the year 2045.

Water Service Area

The City of Fort Lauderdale is the single largest purveyor of potable water in Broward County. The utility's service area encompasses a total area of 43 square miles, approximately one-tenth the total area of urban Broward County. The City's water service area includes customers within the following jurisdictions:

- City of Fort Lauderdale
- Broward County
- Town of Davie
- Town of Lauderdale by the Sea
- City of Lauderhill
- Village of Lazy Lake
- City of North Lauderdale
- City of Oakland Park
- Village of Sea Ranch Lakes
- City of Tamarac
- City of Wilton Manors
- Port Everglades

Figure ES-1 depicts the water service area along with key City water infrastructure.

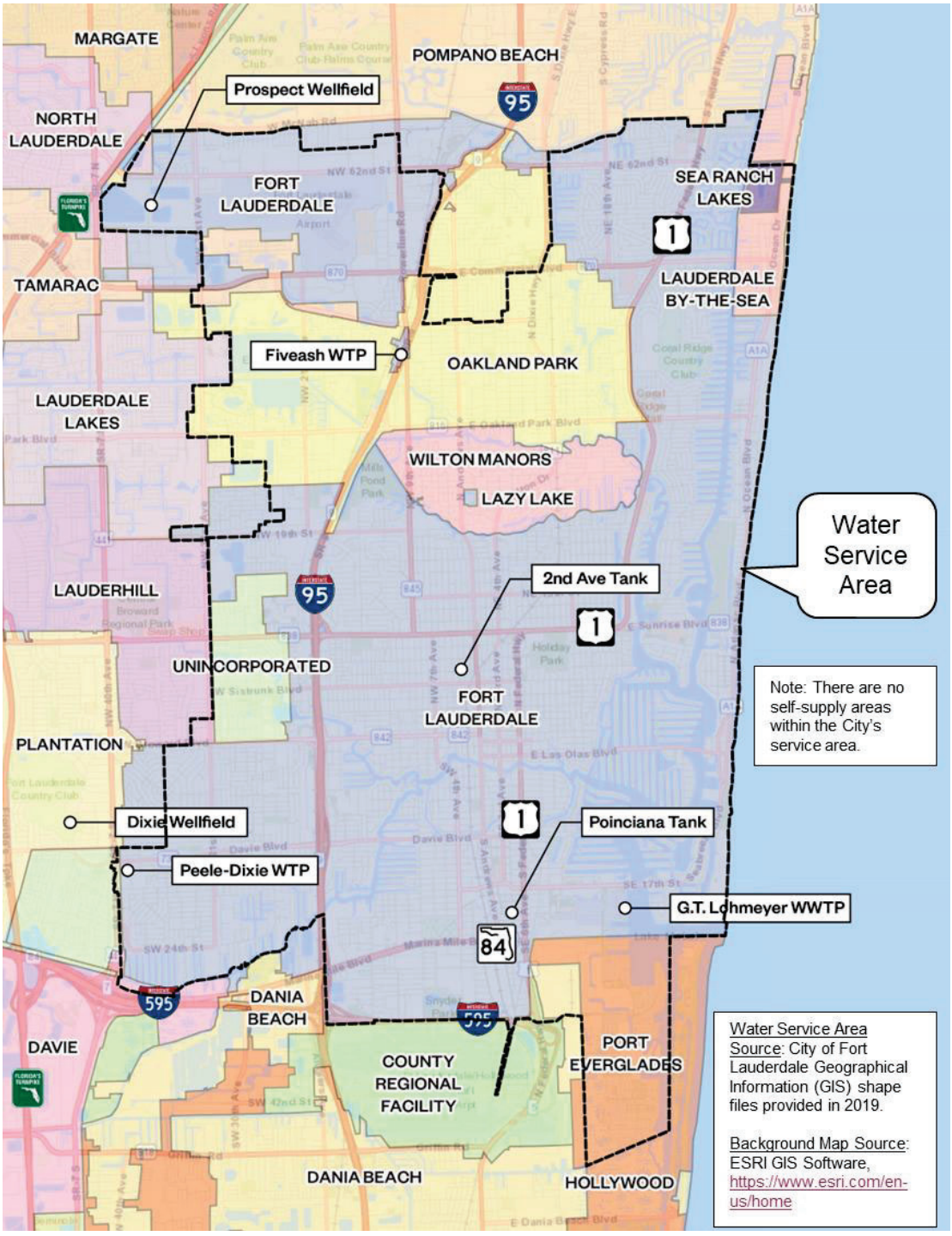


Figure ES-1: Water Service Area

Population Forecast

The source of the population forecast for the City of Fort Lauderdale water service area is from the SFWMD's Lower East Coast Water Supply Plan, 2023-2024 (SFWMD, 2024a). Figure ES-2 illustrates the population forecast.

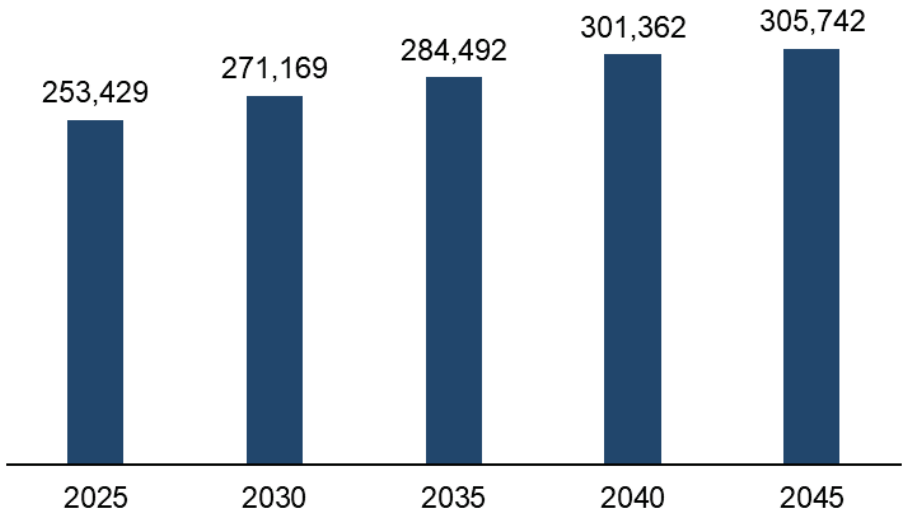


Figure ES-2: Water Service Area Population Forecast FY 2025 to FY 2045 in Five Year Increments

Water Supply

The City's traditional source of water has been the Biscayne Aquifer. The Biscayne Aquifer is a shallow, surficial aquifer that is highly porous, and transmissive. It is the traditional supply in Southeast Florida. The City's existing Fiveash and Peele-Dixie water treatment plants are designed to treat raw water from the Biscayne Aquifer. Peele-Dixie plant has space and power supply for the installation of additional infrastructure to treat water from the Floridan Aquifer System (FAS).

The City has also drilled two full-size FAS wells to collect data needed for planning purposes. Chloride and total dissolved solids (TDS) data from these wells are presented in Figure ES-3 (Hazen and Sawyer, 2008a). Based on modeling presented in the 2018 Lower East Coast Water Supply Plan Update, the TDS is estimated to increase to 8,000 mg/L by the year 2040 (SFWMD, 2018a). The Peele-Dixie Water Treatment Plant was designed with the capacity to incorporate reverse osmosis (RO) technology for treating water

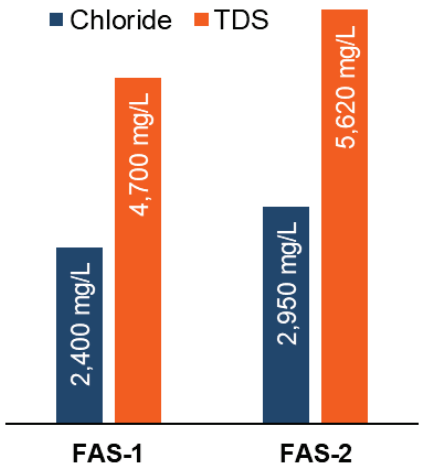


Figure ES-3: Floridan Aquifer Well Data

from the FAS. Space is available for 6-mgd of finished water capacity RO and electrical capacity to treat water with a TDS up to approximately 8,000-mg/L and chloride concentration of 4,300 mg/L (Hazen and Sawyer, 2008b).

The SFWMD issued the City's Water Use Permit (No. 06-00123-W) on January 12, 2021; the permit expires on December 27, 2065 (SFWMD, 2021). The permit limits withdrawal from the Biscayne Aquifer and the FAS as follows on Annual Average Day (AAD) basis:

- Annual Biscayne Aquifer Withdrawal Limit: 20,276 million gallons (MG); equivalent to 55.55 mgd[1]
- Annual FAS Withdrawal Limit: 4,111.8 million gallons (MG); equivalent to 11.27 mgd

Raw Water Demand Forecast

Figure ES-4 graphically illustrates the raw water demand forecast on an annual average day (AAD) basis for the City's water service area. The figure indicates that the City's water supply is sufficient to meet demand through fiscal year 2045.

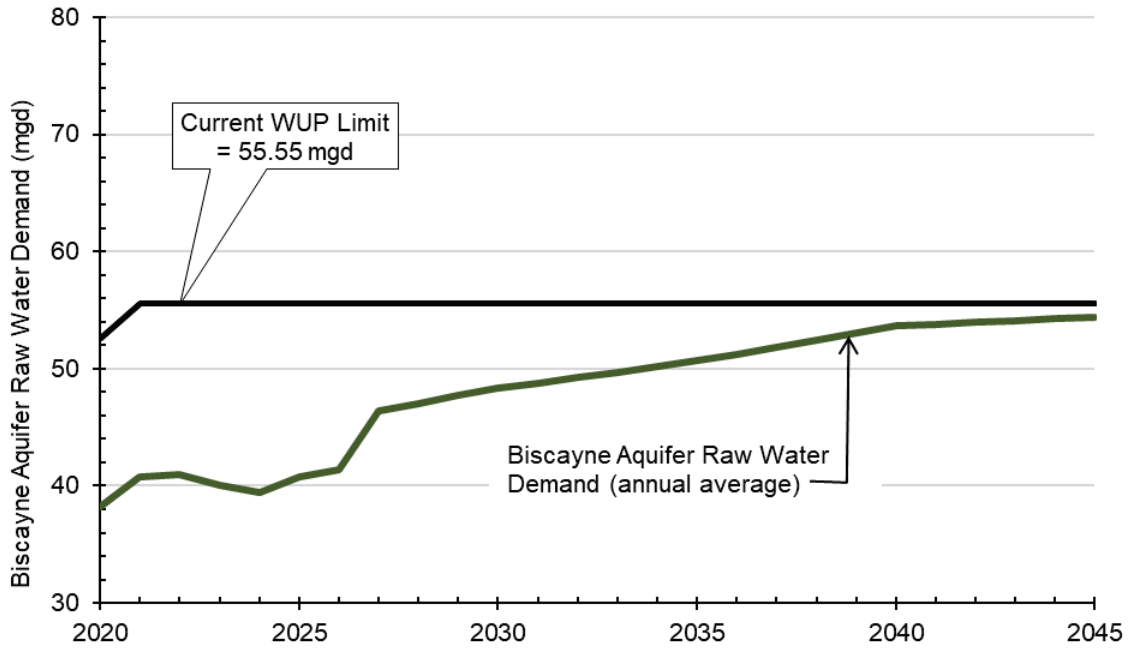


Figure ES-4: Raw Water Demand Forecast FY 2020 to FY 2045

[1] It is noted that the 55.55 mgd is composed to two parts. The first part is the base condition of 52.55 mgd. The second part is 3.0 mgd which is the allowable offset from the C-51 reservoir.

Finished Water Demand Forecast

Figure ES-5 illustrates the finished water demand forecast on an annual average day and maximum day basis for the City's water service area.

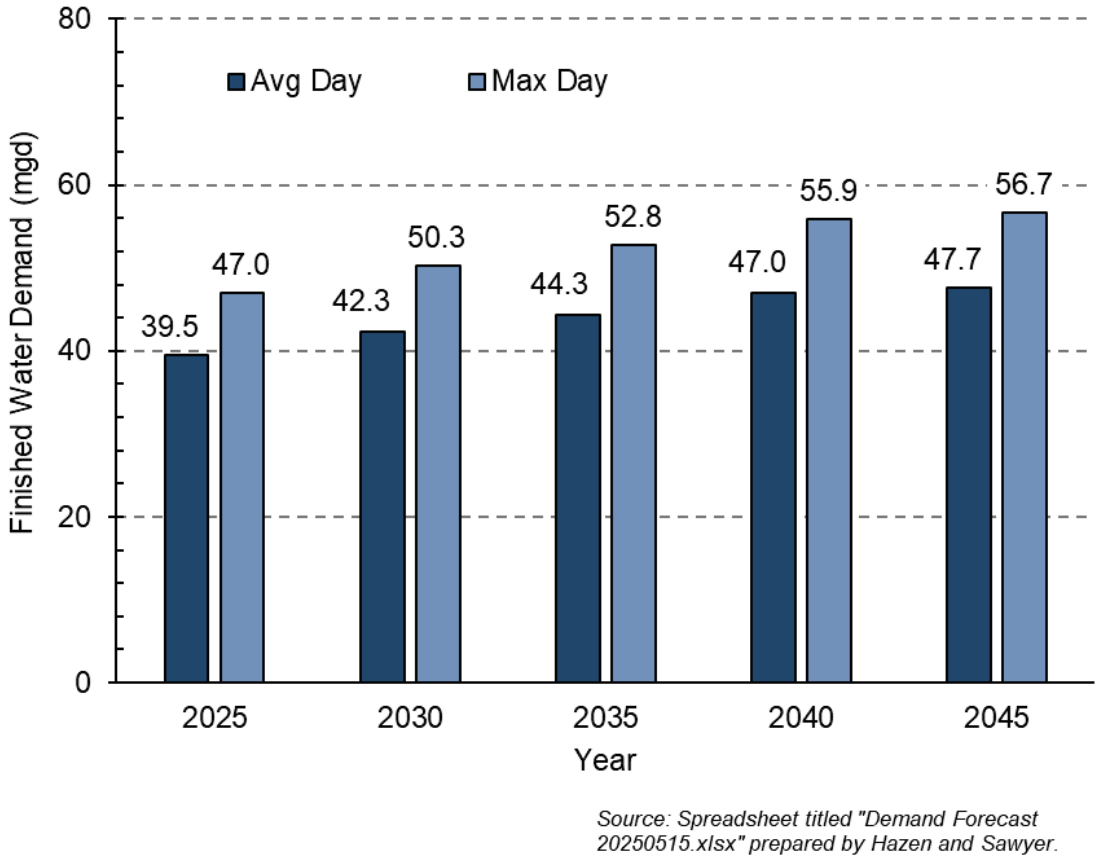


Figure ES-5: Finished Water Demand Forecast FY 2025 to FY 2045 in Five-Year Increments

Comprehensive Utility Strategic Master Plan (CUSMP) Update

The City's Comprehensive Utility Strategic Master Plan (CUSMP), completed by Reiss Engineering, Inc. in 2017, evaluates the water and wastewater systems and recommends 20-year improvements through 2035 (Reiss Engineering, 2017). An update of the CUSMP is planned for late 2027. The procurement of an engineering consultant is ongoing.

Fiveash WTP Replacement with PLCWC

On February 14, 2023, the City of Fort Lauderdale (City) executed an agreement with Prospect Lake Water, L.P. and Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. to design, build, operate, and maintain a new 50 mgd finished water capacity water treatment plant (WTP) known as the "Prospect

Lake Clean Water Center" (PLCWC) located at the Prospect Wellfield. Prospect Lake Water, L.P. and Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. is collectively known as "Project Company" (PC).

The PC designed the PLCWC to produce 50 mgd of finished water through a combination of nanofiltration (NF) and ion exchange (IX) treatment processes. The PLCWC has been designed with the capacity to produce 35 mgd (i.e., 70%) via NF and 15 mgd (i.e., 30%) via IX. The design provides the flexibility to operate various NF to IX ratios to achieve water quality goals and for maintenance flexibility. The forecast for raw water demand in this plan assumed a 70% NF to 30% IX ratio for PLCWC operation.

For reference purposes the raw water needed if the PLCWC is operating at full production capacity would be as follows[2]:

- 35 mgd of finished water production from NF would require 41.2 mgd of raw water
- 15 mgd of finished water production from IX would require 15.3 mgd of raw water
- Total raw water needed at full production is 56.5 mgd

The treatment process at the Fiveash WTP is at the end of their useful life. Once the PLCWC is constructed, the PC and the City will transition to the operation of the PLCWC and shutdown of the Fiveash WTP's treatment processes. It is anticipated that the transition of treatment from the Fiveash WTP to the PLCWC will begin in late 2026. The Fiveash WTP will be repurposed as a storage and high service pumping facility.

[2] These numbers will vary based on the actual NF to IX ratio the PLCWC is operated at. The above assumed 70% NF to 30% IX ratio.

Alternative Water Supply Plan

A Biscayne aquifer water supply shortfall is not predicted over the next 20 years. If water demand increases more than is forecasted, the City has created planning documents to implement an alternative water supply via reverse osmosis (RO) treatment of the Floridan aquifer. The planning documents are illustrated in Figure ES-6 are titled "Floridan Aquifer Conceptual Plan for the Dixie Wellfield" (Hazen and Sawyer, 2008a) and "Peele-Dixie Reverse Osmosis Basis of Design Report" (Hazen and Sawyer, 2008b). The City reserves the right to alter this plan based on the findings of ongoing City studies and future CUSMP updates. Additionally, this plan may be altered as additional data becomes available regarding the risks presented by unexpected changes to water quality in the Floridan aquifer.



Figure ES-6: Alternative Water Supply Planning Documents

1. Introduction

1.1 Overview

This section provides the following:

- Description of the scope of this report.
- A summary of the statutory requirements.
- An overview of the City of Fort Lauderdale's water service area.
- A summary of existing water supply agreements.
- Location of the City's major water system assets.
- A general description of how water service is provided to the community.

1.2 Scope of This Report

The City of Fort Lauderdale's 10-year Water Supply Facilities Work Plan 2025 Update identifies water supply sources, availability and facilities needed to serve existing and new development within the local government's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt 10-Year Water Supply Facilities Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update.

The 2023–2024 Lower East Coast Water Supply Plan Update (2024 LEC Plan Update) was adopted by the District's Governing Board on September 23, 2024. Therefore, local governments within the Lower East Coast Region are required to amend their comprehensive plans and include an updated 10-year Water Supply Facilities Work Plan and related planning elements by February 22, 2026.

The State of Florida requires that the City's 10-year Water Supply Facilities Work Plan 2025 Update address the development of traditional and alternative water supplies and management strategies, including conservation and reuse. The data and analyses, including population projections, water demands, and service areas must cover at least a 10-year planning period and be consistent with the 2023-2024 LEC Plan Update and the updated comprehensive plan amendment.

The City of Fort Lauderdale's 10-year Water Supply Facilities Work Plan 2025 Update is divided into eight sections:

1. Introduction
2. Summary of Existing Water Infrastructure
3. Water Demand Projections

4. Alternative Water Supply Plan
5. Capital Improvements Program
6. Regional Issues
7. Goals, Objections and Policies
8. References

1.3 Location Map

The City of Fort Lauderdale is located on the southeastern coast of Florida within Broward County. Figure 1-1 illustrates a location map of the City.

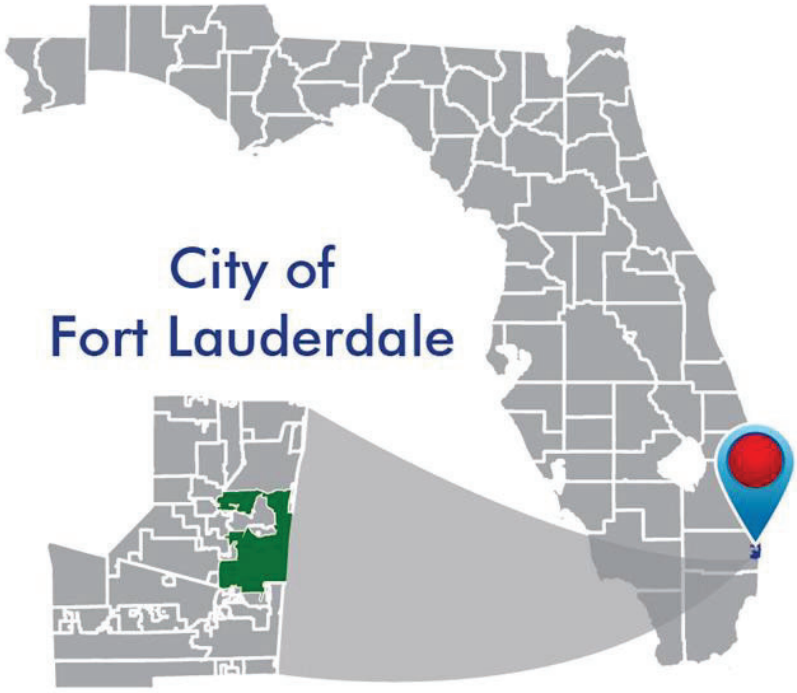


Figure 1-1: Fort Lauderdale Location Map

Source: City of Fort Lauderdale

1.4 Statutory History

The Florida Legislature enacted bills during the 2002, 2004, 2005, 2011, 2012, 2015, and 2016 sessions to address the state's water supply needs. These bills, particularly Senate Bills 360 and 444 enacted during the 2005 legislative session, strengthened the statutory links between the regional water supply plans (RWSPs) prepared by water management districts and the Comprehensive Plans prepared by local governments through changes to Chapters 163 and 373, F.S. These changes improved coordination between local land use planning and regional water supply planning.

1.5 Statutory Requirements

The City of Fort Lauderdale has considered the following statutory provisions in updates to this Water Supply Facilities Work Plan.

1. Coordinate appropriate aspects of its comprehensive plan with the 2023-2024 LEC Plan Update [163.3177(4) (a), F.S.].

2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.].

4. Revision of the related comprehensive planning elements within 18 months after the water management district approves an updated regional water supply plan, to:

5. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the 2023-2024 LEC Plan Update, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.];

6. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the 2023-2024 LEC Plan Update [s. 163.3177(6)(c)4, F.S.]; and

    a. Update the 10-year Water Supply Facilities Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6)(c)3, F.S.].

7. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].

8. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the 2023–2024 LEC Plan Update, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

9. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the 2023–2024 LEC Plan Update [s.163.3177 (6) (h) 1., F.S.].

10. Evaluation and Appraisal Report are required once every seven years. Local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their 10-year Water Supply Facilities Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

1.6 Fort Lauderdale's Water Service Area

1.6.1 Introduction

The City of Fort Lauderdale is the single largest purveyor of potable water in Broward County. The utility's service area encompasses a total area of 43 square miles, approximately one-tenth the total area of urban Broward County. Retail customers include residential, commercial, and industrial properties within the City of Fort Lauderdale, Unincorporated Broward County, Lazy Lake, and a portion of Lauderdale-by-the-Sea. The utility also maintains wholesale agreements for potable water supply with Cities of Oakland Park, Wilton Manors, and Tamarac; Town of Davie and Port Everglades.

1.6.2 Water Service Area Map

Figure 1-2 depicts the water service area (inclusive of all retail and wholesale customers). Figure 1-2 also depicts the location of key City assets including the following: 1) Dixie Wellfield; 2) Prospect Wellfield; 3) Peele-Dixie Water Treatment Plant; 4) Fiveash Water Treatment Plant; 5) 2nd Avenue Water Tank and

Pump Station; 6) Poinciana Park Water Tank and Pump Station; and 7) George T. Lohmeyer Wastewater Treatment Plant.

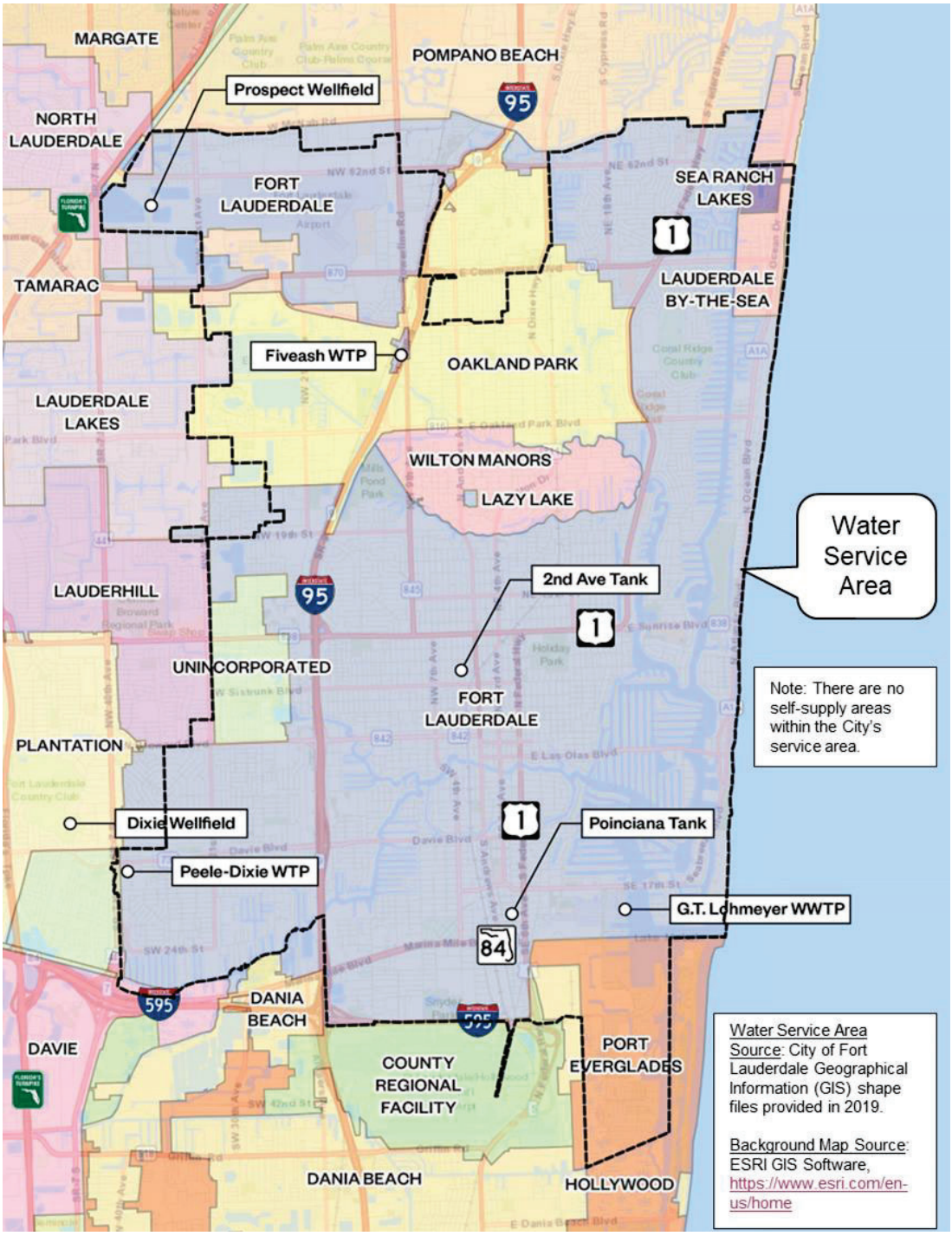


Figure 1-2: Water Service Area

1.6.3 Areas of Self-Supply

There are no existing areas within the City of Fort Lauderdale's water service area that self-supply potable water. There are no plans for future domestic self-supplied systems.

1.7 Summary of Existing Water Supply Agreements

Table 1-1 summarizes the City of Fort Lauderdale's existing agreements to supply drinking water to adjacent municipalities.

Table 1-1: Water Supply Agreements

Utility	Term (Years)	Start Date	Expiration Date
City of Oakland Park	25 Years	10/1/2022	9/25/2047
City of Tamarac	5 Years	10/18/2024	10/17/2029
City of Wilton Manors	25 Years	9/7/2005	9/1/2030
Port Everglades	30 Years	10/1/2002	9/23/2032
Town of Davie	25 Years	11/1/2022	10/26/2047
North Lauderdale	Not Applicable	2/6/1990	Until North Lauderdale does not require the water
Sea Ranch Lakes	The City of Fort Lauderdale purchased the Sea Ranch Lakes water distribution system in 1965.		
Lauderdale by the Sea	The City of Fort Lauderdale purchased the Lauderdale by the Sea water distribution system in 2008.		

1.8 General Description of How Water Service is Provided to the Community

The City of Fort Lauderdale owns two wellfields: the Dixie Wellfield and Prospect Wellfield. These wellfields supply Biscayne aquifer water to the Peele-Dixie Water Treatment Plant (WTP) and the Fiveash WTP respectively. The WTPs pump the finished water into the distribution system. Section 2 of this report provides a detailed summary of the City's existing water infrastructure.

1.9 Sector Plans

This section only applies to local governments that have adopted a Sector Plan consistent with the requirements of Section 163.3245, F.S. This section is not applicable to the City of Fort Lauderdale.

2. Summary of Existing Water Infrastructure

2.1 Introduction

This section provides the following:

- Summary of Existing Water Treatment Facilities
- Summary of Existing Wastewater Treatment Facilities

2.2 Summary of Existing Water Treatment Facilities

2.2.1 Water Use Permit

The City of Fort Lauderdale obtains all its raw water supply from the surficial Biscayne Aquifer system via two active wellfields. These wellfields, which are commonly known as the Dixie Wellfield and the Prospect Wellfield, operate independently of each other, the former serving the Peele-Dixie WTP and the latter serving the Fiveash WTP. Both wellfields are permitted by the South Florida Water Management District under Water Use Permit (WUP) No. 06-00123-W. The permit was issued January 12, 2021 with an expiration date of December 27, 2065.

2.2.2 Raw Water Allocation

The WUP allows withdrawal from the Biscayne aquifer and Floridan aquifer. Additionally, the City purchased a 3.0 mgd offset from Palm Beach Aggregates LLC for C-51 Reservoir Phase 1. The City currently only uses its Biscayne aquifer allocation and does not consume water from the Floridan aquifer or the C-51 Reservoir Phase 1.

Allocation limits in the WUP 06-00123-W are as follows:

2.2.2.1 Biscayne Aquifer Withdrawal Limits - Before C51 Startup

Biscayne Aquifer Annual Withdrawal: 19,181 million gallons per year

Biscayne Aquifer Maximum Monthly Withdrawal: 1,726.29 million gallons per month

Dixie Wellfield Biscayne Annual Withdrawal: 5,475 million gallons per year

Dixie Wellfield Biscayne Maximum Monthly Withdrawal: 492.75 million gallons per month

Prospect Wellfield Biscayne Annual Withdrawal: 15,853 million gallons per year

Prospect Wellfield Biscayne Maximum Monthly Withdrawal: 1,426.77 million gallons per month

2.2.2.2 Biscayne Aquifer Withdrawal Limits - After C51 Startup

Biscayne Aquifer Annual Withdrawal: 20,276 million gallons per year

Biscayne Aquifer Maximum Monthly Withdrawal: 1,824.84 million gallons per month

Dixie Wellfield Biscayne Annual Withdrawal: 5,475 million gallons per year

Dixie Wellfield Biscayne Maximum Monthly Withdrawal: 492.75 million gallons per month

Prospect Wellfield Biscayne Annual Withdrawal: 16,948 million gallons per year

Prospect Wellfield Biscayne Maximum Monthly Withdrawal: 1,525.32 million gallons

2.2.2.3 Floridan Aquifer Withdrawal Limits

Floridan Aquifer Annual Withdrawal: 4,111.8 million gallons per year

Floridan Aquifer Maximum Monthly Withdrawal: 370.1 million gallons per month

2.2.2.4 Withdrawal from the Biscayne Aquifer Offset from the C-51 Reservoir Phase 1

C-51 Reservoir Phase 1 Annual Withdrawal: 1,095 million gallons per year

C-51 Reservoir Phase 1 Maximum Monthly Withdrawal: 98.65 million gallons per month

SFWMD began accepting requests for C-51 Reservoir Phase 1 offsets in April 2024 for deliveries in May 2024. To date the City has not requested C-51 Reservoir Phase 1 offsets.

2.2.3 When Will the City Need Withdrawal from the Biscayne Aquifer Offset from the C-51 Reservoir Phase 1?

The City has been coordinating with the South Florida Water Management District for C-51 Reservoir Phase 1 supply since April 2024. To date the City has not requested supply via offsets from the C-51 Reservoir Phase 1.

The City is currently constructing the “Prospect Lake Clean Water Center” (PLCWC). The PLCWC will replace treatment at the Fiveash WTP starting in late 2026. When this transition is fully accomplished, the City’s Biscayne demand will increase due to the transition of treatment technology. The City will likely need to begin utilizing a portion of its C-51 Reservoir Phase 1 offset in 2027 to meet its maximum month demands.

2.2.4 Floridan Aquifer Test Wells

In 2007, the City completed the construction of two Floridan Aquifer test wells at the Dixie Wellfield site under SFWMD Water Well Construction Permit #SF030907A issued March 30, 2007. These wells are currently idle and not equipped with pumping facilities.

2.2.5 Existing Water Treatment Plants Finished Water Production Capacity

The City's water infrastructure is permitted by the Florida Department of Environmental Protection (FDEP). FDEP has assigned PWS Number 4060486 to this infrastructure. The City currently owns two WTPs. Table 2-1 presents the finished water design capacity and treatment technology for each existing City WTP.

Table 2-1: Existing Water Treatment Plants

WTP Name	Permitted Finished Water Design Capacity (mgd)	Technology	Location
Peele-Dixie WTP[3]	12	Nanofiltration	1500 South State Road 7 Fort Lauderdale, Florida, 33312
Fiveash WTP	70	Lime Softening and Filtration	4321 N.W. 9th Avenue Fort Lauderdale, Florida 33309

2.2.6 Fiveash WTP Replacement with PLCWC

On February 14, 2023, the City of Fort Lauderdale (City) executed an agreement with Prospect Lake Water, L.P. and Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. to design, build, operate, and maintain a new 50 mgd finished water capacity water treatment plant (WTP) known as the "Prospect Lake Clean Water Center" (PLCWC) located at the Prospect Wellfield. Prospect Lake Water, L.P. and Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. is collectively known as "Project Company" (PC).

The PLCWC is being constructed at the City's Prospect Wellfield. The PC designed the PLCWC to produce 50 mgd of finished water through a combination of nanofiltration and ion exchange treatment processes. Table 2-2 presents the finished water production capacity and treatment technology for the PLCWC.

Table 2-2: PLCWC Treatment Technology and Capacity

Technology	Permitted Finished Water Production Capacity (mgd)	Location
Nanofiltration	35	5900 Hawkins Road Fort Lauderdale, FL 33309
Ion Exchange	15	
Total	**50**	

PC estimates that the PLCWC will be in service in late 2026. Figure 2-1 illustrates the location of the PLCWC along with the existing WTPs.

[3] It is noted that the Peele-Dixie WTP's finished water production capacity is currently limited to 6.0 mgd due to maintenance challenges. The City is working to address these maintenance challenges and return the Peele-Dixie WTP to its full finished water design capacity of 12.0 mgd.

The treatment process at the Fiveash WTP is at the end of their useful life. Once the PLCWC is constructed, the PC and the City will transition to the operation of the PLCWC and shutdown of the Fiveash WTP's treatment processes. It is anticipated that the transition of treatment from the Fiveash WTP to the PLCWC will begin in late 2026. The Fiveash WTP will be re-purposed as a storage and high service pumping facility.



Figure 2-1: Location Map of Existing and Proposed Fort Lauderdale Water Treatment Plants

2.2.7 Finished Water Production Capacity Following Transition to the PLCWC

It is anticipated that the transition from treatment at the Fiveash WTP to treatment at the PLCWC would be complete by 2027. Table 2-3 summarizes the City's permitted finished water production capacity at the end of that transition period.

Table 2-3: Finished Water Production Capacity in 2027

WTP Name	Permitted Finished Water Production Capacity (mgd)	Technology	Location
Peele-Dixie WTP	12	Nanofiltration	1500 South State Road 7 Fort Lauderdale, Florida, 33312
PLCWC	35	Nanofiltration	5900 Hawkins Road Fort Lauderdale, FL 33309
	15	Ion Exchange	

Total system permitted finished water production capacity after completion of the transition from the Fiveash WTP to the PLCWC will be 62 mgd.

2.2.8 Prospect Wellfield

The Prospect Wellfield is illustrated in Figure 2-2. The PLCWC is currently being constructed at this site. The Prospect Wellfield has 28 active production wells (Well Numbers 25 through 28, 30 through 41, 43 through 49 and 50 through 54) that were constructed from 1969 through 2006. These wells withdraw water from the Biscayne Aquifer. The wells have pumping capacities of approximately 2,100 gallons per minute (gpm) each, which equates to a total wellfield capacity of approximately 84 million gallons per day.

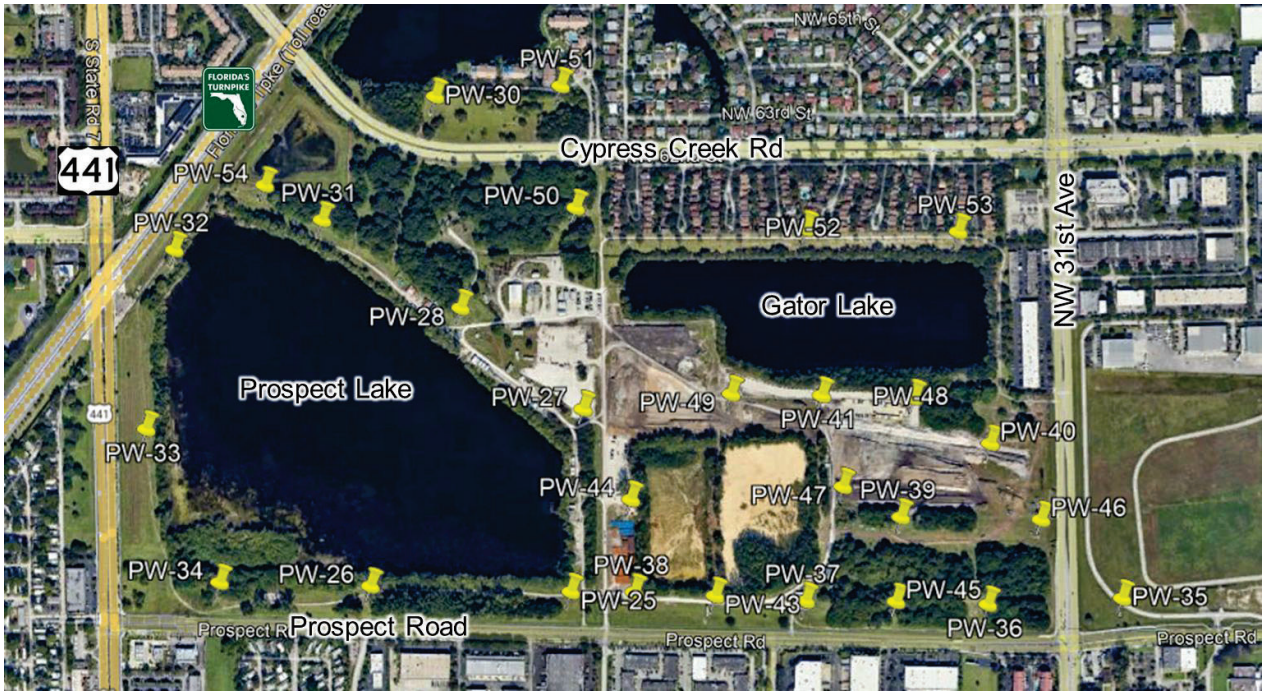


Figure 2-2: Prospect Wellfield

2.2.9 Dixie Wellfield

The Dixie Wellfield is illustrated in Figure 2-3. The Dixie Wellfield includes eight Biscayne aquifer wells located within the Fort Lauderdale County Club golf course. The yellow icons indicate the location of the Biscayne wells. The Biscayne wells and pumping equipment were constructed in 2008. Each well has an approximate capacity of 2.5 mgd. The total capacity of all wells is approximately 20 million gallons per day.

In 2007, the City completed the construction of two Floridan aquifer test wells at the Dixie Wellfield site. The objective of these wells was to gather water quality and drawdown data for planning the implementation of reverse osmosis treatment at the Peele-Dixie Water Treatment Plant (WTP). The Floridan wells are designated FAS-1 and FAS-2, represented by green icons in the figure to the right.

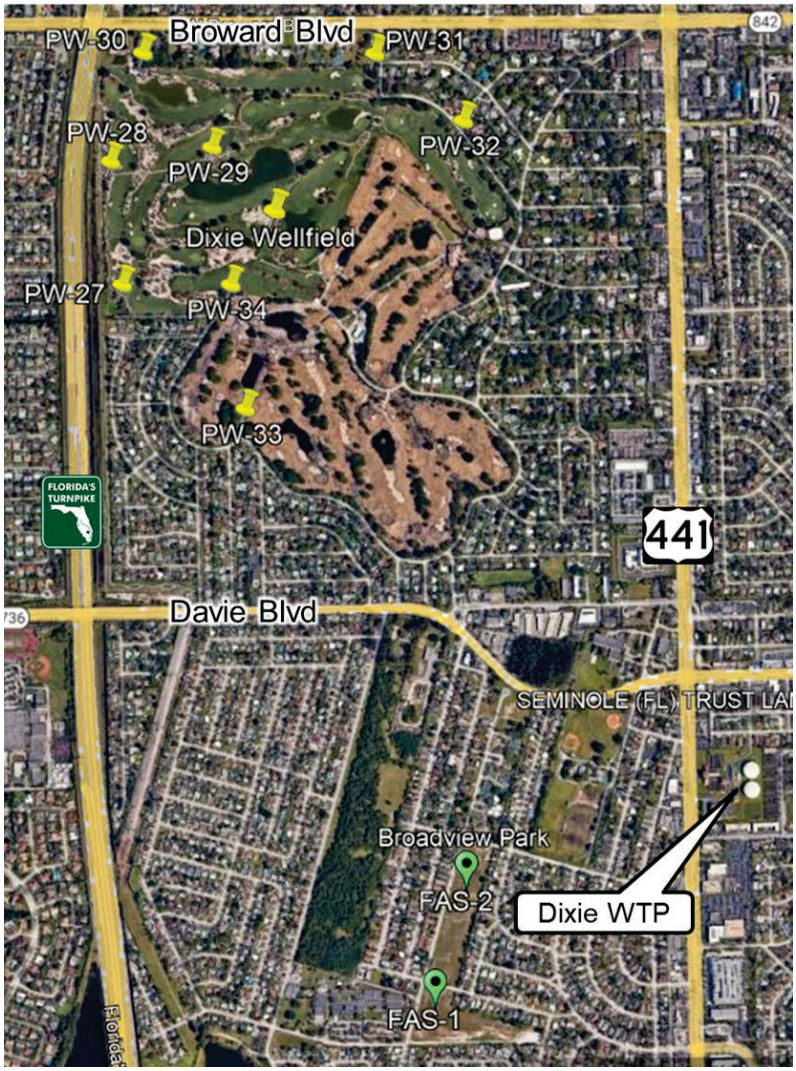


Figure 2-3: Dixie Wellfield

2.2.10 Distribution System Water Storage Facilities

The City has two distribution system storage sites. These sites are known as the Poinciana Park Water Tank and Pump Station and the Northwest Second Avenue Water Tank and Pump Station. Figure 2-4 illustrates the location of these tanks.

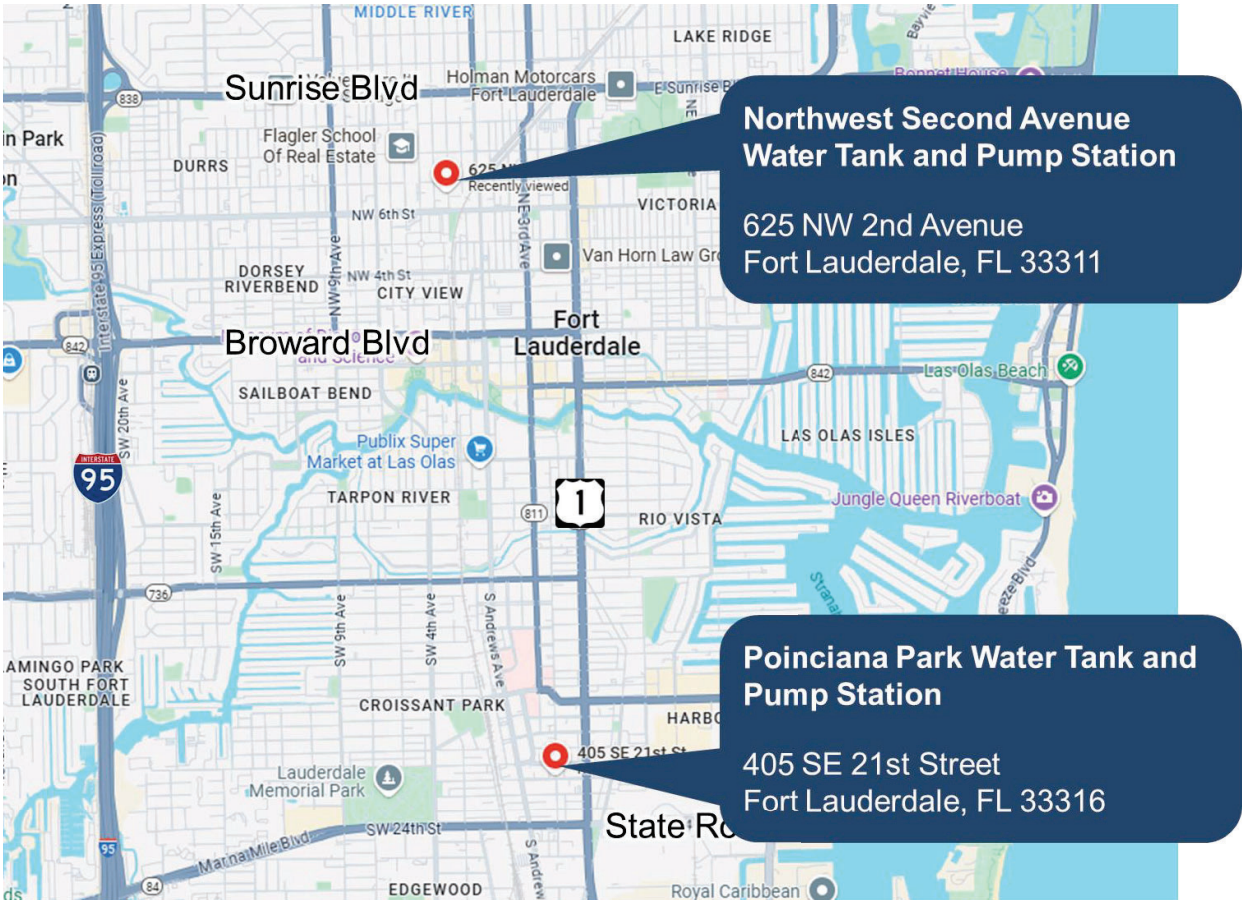


Figure 2-4: Storage Tanks Location Map

Key information for the tanks and pump stations is presented in Table 2-4.

Table 2-4: Key Storage Tank and Pump Station Information

Parameter	Value
Poinciana Park Water Tank and Pump Station	
• Address	405 SE 21st Street Fort Lauderdale, FL 33316
• Nominal Storage Capacity	2.0 million gallons

Table 2-4: Key Storage Tank and Pump Station Information

Parameter	Value
• Available Storage Capacity	1.6 million gallons[4]
• Pump No. 1 Design Capacity	2,350 gpm at 190 feet of head
• Pump No. 2 Design Capacity	3,500 gpm at 130 feet of head
Northwest Second Avenue Water Tank and Pump Station	
• Address	625 NW 2nd Avenue Fort Lauderdale, FL 33311
• Nominal Storage Capacity	1.0 million gallons
• Available Storage Capacity	1.0 million gallons
• Pump No. 1 Design Capacity	4,300 gpm at 115 feet of head

2.2.11 Raw Water Aquifer Storage and Recovery

The City's existing Aquifer Storage and Recovery (ASR) well is located at the Fiveash WTP. The ASR well was constructed in 1998. Performance testing to date has shown less than anticipated water recovery rates. The ASR well currently has a "no flow" permit. The City plans to plug and abandon the ASR well in approximately 2027.

2.2.12 Finished Water Distribution System

The City of Fort Lauderdale's water distribution system consists of over 770 miles of 2 to 54-inch diameter water mains that convey the finished water from the treatment facilities to the individual customers. In general, the larger diameter transmission mains radiate from the treatment facilities and decrease in size as they extend throughout the service area. The major transmission mains travel east from the WTPs to the populated portions of the service area and the two systems are interconnected along major north-south avenues.

2.2.13 Raw Water Import

The City neither buys nor sells raw water. The City does not import finished water. The City does sell potable water to the customers indicated in the water service area map.

2.2.14 Areas of Self-Supply

There are no existing areas within the City of Fort Lauderdale's water service area that self-supply potable water. There are no plans for future domestic self-supplied systems.

---

[4] The usable storage volume is limited to 1.6 million gallons to ensure that the net positive suction head (NPSH) available exceeds the required NPSH to prevent pump cavitation at low tank water level.

2.2.15 Distribution System Interconnects

The City of Fort Lauderdale maintains distribution system interconnects with other utilities. Table 2-5 identifies the location and size of each interconnect. The isolation valves on all interconnects are closed.

Table 2-5: City of Fort Lauderdale Water System Interconnects

Item	Area Serviced	Location	Size	Meter	Status
1	Broward County	NW 9 AVE / 62 ST	10"	No	Operable
2	Broward County	SW 35 AVE / W Broward BLVD	10"	No	Operable
3	Broward County	SW 34 ST / 9 AVE	8"	No	Operable
4	Broward County	SW 34 ST/ 2 AVE	6"	005014099	Operable
5	Broward County	SW 20 ST / SR 7 (Broadview)	6"	004237769	Operable
6	Broward County	NW 24 AVE / 19 ST	6"	No	Interconnect is capped and will be removed
7	Plantation	Peters RD / SR 7	8"	No	Operable
8	Pompano	5450 N Ocean DR	10"	No	Operable
9	Pompano	NE 68 ST/ 20 TERR	6"	No	Operable
10	Pompano	McNab & Lyons (NW 31 AVE)	12"	No	Operable

Source: City of Fort Lauderdale spreadsheet titled "Emergency Interconnects.xlsx" provided to Hazen on February 14, 2019.

2.2.16 Treatment Losses

Figure 2-5 depicts the system treatment losses from the years 2020 to 2024. Treatment losses, for the purpose of this report, is defined as the difference between raw water pumped and finished water pumped. The terminology “treatment loss” may be misleading since the water is not actually “lost” but is repurposed for ground water recharge or other beneficial use.

Treatment losses vary with the efficiency of the treatment technology utilized. The treatment loss for the Fiveash WTP, which uses lime softening technology, is roughly one to three percent of the raw water pumped. The treatment loss for the Peele-Dixie WTP, which uses nanofiltration softening technology, is roughly 15 percent of the raw water pumped.

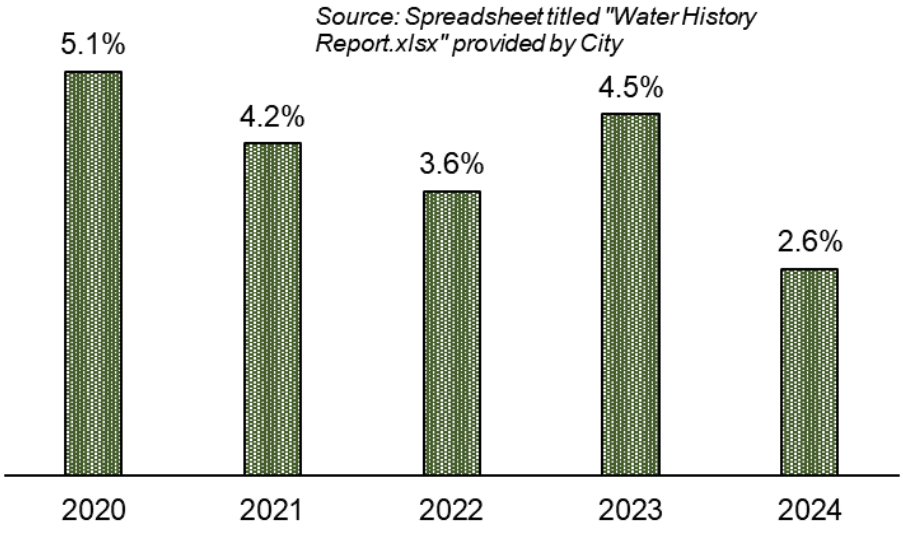


Figure 2-5: Annual Treatment Loss Summary FY 2020 to FY 2024

2.2.17 Distribution System Losses

Figure 2-6 depicts the distribution system losses from the years 2020 to 2024. Authorized unmetered water consumption at the WTPs and the distribution system are included in the distribution system loss shown in the figure. City staff believe this consumption is significant. However, no data on unmetered water consumption within the WTPs or in the distribution system are available. Hence, the actual distribution system loss is believed to be lower than that indicated.

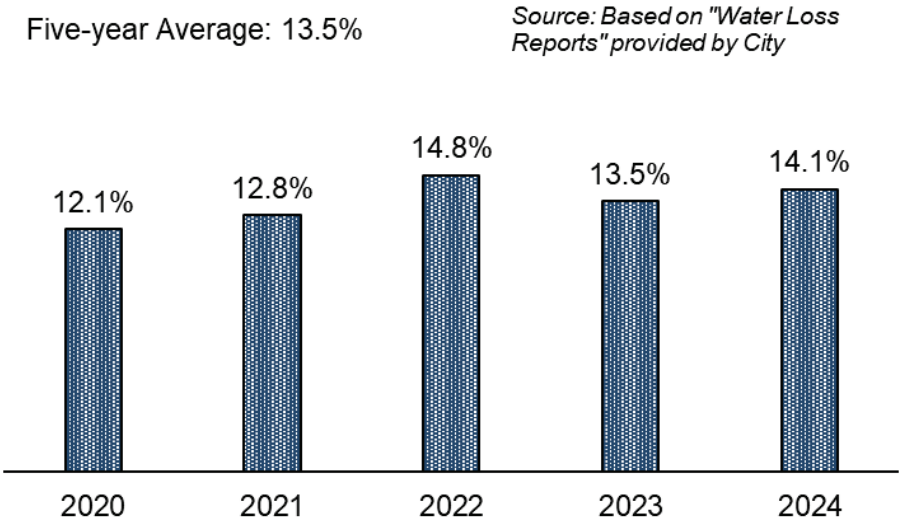


Figure 2-6: Distribution System Loss Summary FY 2020 to FY 2024

2.2.18 Outstanding Compliance Issues

There are no outstanding regulatory compliance issues related to the City of Fort Lauderdale's water facilities.

2.3 Key Ongoing Water System Improvements

2.3.1 Introduction

This section briefly summarizes the ongoing water system improvements.

2.3.2 Prospect Lake Clean Water Center

The condition of the Fiveash WTP and Prospect Wellfield (Wellfield) was assessed as part of the Comprehensive Utility Strategic Master Plan, CUSMP (Reiss Engineering, 2017). The condition of the Fiveash WTP was again assessed in the report titled "Granular Activated Carbon Pilot and Plant Evaluation at the Fiveash Water Plant" (Carollo, 2019); herein after referred to as the "Carollo Report". These assessments identified the need for significant renewal, replacement, and rehabilitation of all aspects of the WTP. The CUSMP noted that consideration should be given to replacing the facility with a new facility equipped with the latest treatment and equipment technologies. The Carollo Report recommended replacing the Fiveash WTP with a new 50 MGD (finished water capacity) treatment plant at the Prospect Wellfield.

On February 14, 2023, the City of Fort Lauderdale (City) entered into an agreement with Prospect Lake Water, L.P. (in its capacity as the Project Company), Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. (in their capacity as Equity Providers) to Design, Build, Operate and Maintain a new 50 MGD (finished water capacity) water treatment facility for the City (Prospect Lake Clean Water Center (PLCWC)). The Project Company contracted Kiewit Water Facilities Florida Co. (Kiewit) to serve as the Design-Build Contractor for the PLCWC. Kiewit has contracted IDE Technologies as the Water Treatment Process Design Engineer-of-Record (EOR) and Process Equipment Supplier. IDE Technologies contracted to partner with C.A.P. Engineering, Inc. to serve as their Process EOR in Florida. Kiewit Engineering Group Inc., as subcontractor to Kiewit Water Facilities Florida Co., is the Balance of Plant EOR for designing the infrastructure work supporting the Water Treatment Process including site civil, yard piping, structural, electrical, architectural, SCADA, deep injection wells, and backup generators.

The PLCWC is currently under construction. The Project Company estimates that the PLCWC will be in service in late 2026. Figure 2-7 illustrates the location of the PLCWC relative to the Fiveash WTP.



Figure 2-7: Location Map of PLCWC

Once the PLCWC is constructed, the City will transition to operation of the PLCWC and shutdown of the Fiveash WTP's treatment processes. The Fiveash WTP will be re-purposed as a storage and high service pumping facility.

2.3.3 Conveyance of Finished Water from PLCWC to the Fiveash WTP

The City completed the construction of a 48-inch diameter pipeline from the PLCWC to the Fiveash WTP in August 2025. This pipeline will convey finished water. The finished water will be stored at Fiveash and pumped into the distribution system via the existing high service pumps. Figure 2-8 illustrates the pipeline route. This pipeline will be placed into service at the same time as the PLCWC.

It is noted that the City is planning future capital projects to potentially repurpose the existing raw water conveyance piping from Prospect Wellfield to Fiveash to provide a redundant pipeline for conveyance of PLCWC finished water.



Figure 2-8: Finished Water Pipeline from PLCWC to Fiveash

2.3.4 Proposed High Service Pump Station and Storage Tank at Fiveash

Once the PLCWC is constructed, the City will transition to operation of the PLCWC and shutdown of the Fiveash WTP's treatment processes. The Fiveash WTP will be repurposed as a storage and high service pumping facility. The City is currently designing a new water tank and a high service pump station at the Fiveash WTP. The City reports that the proposed high service pump station will include offices, SCADA servers, and maintenance storage. Figure 2-9 conceptually illustrates the location of these improvements. These improvements were defined in a report titled "Basis



Figure 2-9: Planned Storage and Pumping Improvements

of Design Report High Service Pumping Station" (Arcadis, 2024). Construction of the improvements is anticipated to be completed by 2028.

2.3.5 CUSMP Projects

The City completed its Comprehensive Utility Strategic Master Plan (CUSMP) in 2017 (Reiss Engineering, 2017). Each fiscal year, the City incorporates recommendations from the CUSMP for future year utility projects into the City's Community Investment Plan through the budgeting process. An update of the CUSMP is planned for late 2027. The procurement of an engineering consultant is ongoing.

2.4 Summary of Existing Wastewater Treatment Facilities

2.4.1 Introduction

The City owns and operates the George T. Lohmeyer (GTL) Wastewater Treatment Plant (WWTP). The plant is permitted by FDEP Permit Number FLA041378. The FDEP permit was updated on January 16, 2024 to increase the permitted capacity of the facility from 56.6 million gallons per day (MGD) to 61.58 MGD. The permit expires on December 1, 2026.

The GTL WWTP is located on a 9.6-acre site near Southeast 17th Street and Eisenhower Boulevard. The plant provides secondary treatment followed by deep-well injection via five injection wells located approximately one-quarter mile south of the site. The WWTP treats wastewater generated in a region encompassing the following areas:

- City of Fort Lauderdale
- City of Wilton Manors
- City of Oakland Park
- Port Everglades
- A portion of the City of Tamarac
- A portion of unincorporated Broward County
- A portion of the Town of Davie

2.4.2 Deep Well Injection Wells

The GTL WWTP effluent pump station discharges to five deep injection wells via 3,500 feet of 54-inch-diameter force main. The wells are permitted to operate at up to 10 feet per second (fps) flow velocity on a sustained basis and 12 fps during emergencies. These velocities yield total injection well capacities of 93.25 and 112 MGD, respectively. The existing deep injection wells do not require high level disinfection (HLD) under the United States Environmental Protection Agency Underground Injection Control (UIC)

Program. If a new injection well[5] is required it would require HLD under the UIC program. HLD is not required for the existing injection wells under current regulations.

2.4.3 Reclaimed Water

The existing facility does not currently include reclaimed water treatment facilities. However, on average the plant uses about 4 MGD of its own secondary effluent as in-plant re-use instead of potable water.

2.5 Conservation

The City of Fort Lauderdale has been promoting water conservation for more than 30 years. Conservation is a proven strategy for delaying implementation of expensive alternative water supply technologies. In 2008, the City established a goal of reducing finished water demand to 170 gallons per capita per day (gpcd) by the year 2028. This goal has been met. The annual average day finished water produced averaged 155.9 gpcd from 2020 to 2024. Figure 2-10 illustrates this decrease. The following subsections summarize the City of Fort Lauderdale's ongoing conservation initiatives.

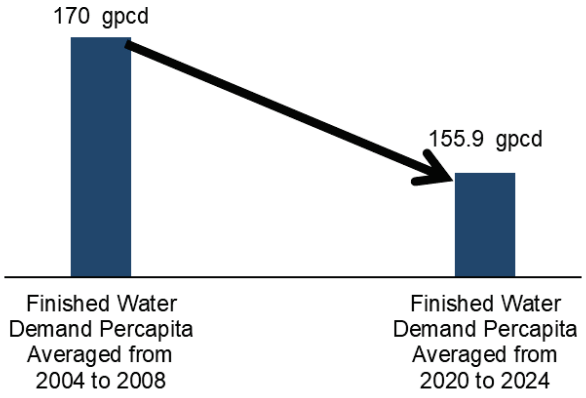


Figure 2-10: Demand Decrease Through 2024

2.5.1 Broward Water Partnerships

The City of Fort Lauderdale is a member of the Broward Water Partnership (BWP). BWP is a partnership of local governments, including 16 municipalities and water utilities who have come together to collaborate on water conservation implementation. The BWP offers rebates up to $125 each for eligible toilet replacements. BWP also offers eligible residents free water-efficient shower heads and low-flow faucet aerators, while commercial kitchens can get pre-rinse spray valves via the ConservationPays program.

2.5.2 ConservationPay$ Program

The City of Fort Lauderdale participates in a water conservation incentive program through an interlocal agreement (ILA) with Broward County marketed under the program name "Conservation Pays". The City of Fort Lauderdale became partners with Broward County in the program on June 21, 2011.

The program provides rebates and free water-conserving devices to qualifying water customers, and it has a focused outreach and education component. Rebate dollars are used for the replacement of older, wasteful toilets in addition to the distribution of other water efficient fixtures and devices such as aerators

[5] The City reports that a new deep injection well will require advanced treatment, unless an industrial discharge is added to that well.

and commercial pre-rinse spray valves. A consistent marketing and media campaign advances water conservation efforts. The program goal is to reach a sustained minimum 10 percent reduction in water use county-wide over 20 years.

2.5.3 NatureScape Irrigation Services

Broward County's NatureScape Irrigation Service (NIS) program promotes the use of Florida-Friendly landscapes that require less watering, provide habitat for native and migratory wildlife, and minimize the use of common pollutants such as fertilizers and pesticides. The City of Fort Lauderdale participates in the NIS program. Figure 2-11 presents the historical annual water savings from the NatureScape program in millions of gallons over the last 10 years.

The County established the Residential Irrigation Rebate Program ("RIR Program") through its NIS

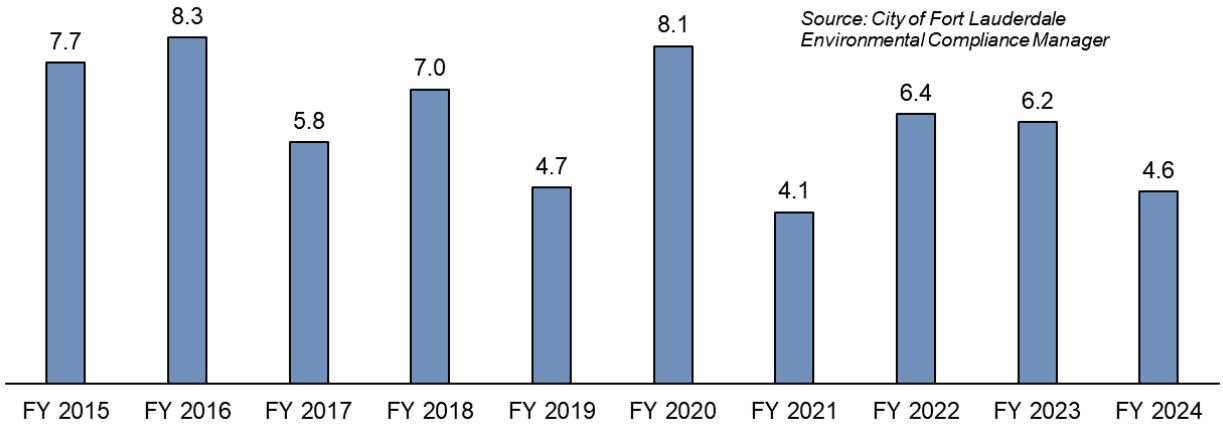


Figure 2-11: Historical NatureScape Program Water Savings (Millions of Gallons)

Program. The County performs irrigation system efficiency inspections and facilitates rebates to residents to offset costs to upgrade water-efficient irrigation system components within each Participant's water service area. Additional information on the RIR Program is available at the following link: RIR Program.

2.5.4 Water Matters Day

The City of Fort Lauderdale is a sponsor of Broward County's Water Matters Day program. Water Matters Day is a one-day water conservation event where participants learn about our local and regional water resources, how water is managed and how utilities are planning for future water needs. Participants receive tips and information on water conservation, receive rebates and incentives for upgrading to water-conserving devices, and learn how to create "Florida friendly" and drought tolerant landscapes. The goal of the program is to promote long-term water demand reductions.

2.5.5 Conservation Rate Structure

A conservation rate ordinance was originally enacted by the City in 1996 and has been in continuous use. A conservation rate structure provides progressively higher rates as water usage increases. The Fiscal

Year 2025 water and sewer rate structure is provided in Table 2-6. These rates became effective on October 1, 2024.

Table 2-6: Fiscal Year 2025 Water and Sewer Rate Structure

Customer Type	Tier	Consumption Per Month in Gallons	Water Rate	Sewer Rate
Single-Family Rates in 1,000 gallons per month	Tier 1	0 – 3,000	$4.51	$6.05
	Tier 2	4,000 – 8,000	$9.91	$13.37
	Tier 3	9,000 – 12,000	$12.40	
	Tier 4	13,000 – 20,000	$16.73	
	Tier 5	> 20,000	$24.29	
Multifamily Residential (1,000 gallons per month X number of dwelling units X 0.55)	Tier 1	0 – 3,000	$4.51	$6.05
	Tier 2	4,000 – 8,000	$9.91	$13.37
	Tier 3	9,000 – 12,000	$12.40	
	Tier 4	13,000 – 20,000	$16.73	
	Tier 5	> 20,000	$24.29	

Source: City of Fort Lauderdale document located at this link.

2.5.6 Water Shortage Restrictions

Section 28-1B of the Code of Ordinances (in effect since 2009) requires that in the event the South Florida Water Management District declares a drought and mandates water restrictions in one of the four established drought phases (Phase I, II, II or IV), the City of Fort Lauderdale implements a surcharge on water usage. The amount of the surcharge is based on the level of water restrictions (Phase I, II, II or IV) and the number of gallons used. The surcharge is applied to water, wastewater and sprinkler meter accounts.

2.5.7 Florida-Friendly Landscaping

Per Section 28-1B of the Code of Ordinances (in effect since 2009), it is the City's policy to encourage use of Florida-friendly drought resistant plants and trees within the City. Following Florida-Friendly Landscaping™ principles, conservation of 40 to 60 percent of the water that traditional landscapes require may be feasible. The City's Code of Ordinances requires Florida-Friendly Landscaping for new development and re-development.

2.5.8 Green Infrastructure Development Guidelines

The City has embraced the concept of green and blue infrastructure. It has established Policy CC 1.2.2 in its 2020 adopted Comprehensive Plan to investigate and implement innovative stormwater capture techniques within the public right-of-way, including permeable surfaces (City of Fort Lauderdale, 2020a).

In addition, the City adopted a "Downtown Master Plan" that includes transit-oriented development (TOD) guidelines (City of Fort Lauderdale, 2020b). The adopted TOD guidelines aim to create pedestrian-friendly, vibrant station areas to support the continued growth of the Downtown as a live, work, and play environment.

The TOD guidelines also included green building, green site design and green infrastructure guidelines that apply to new residential development in the Downtown Regional Activity Center (RAC). The TOD guidelines recommend that new residential projects should comply with the County's Comprehensive Plan – Climate Change Element and recommend that projects incorporate green infrastructure and green landscaping into site design, such as the use of porous pavement, bioswales, raingardens, green roofs, drip irrigation, drought tolerant and native landscaping, and Florida-Friendly Landscaping.

2.5.9 Green Infrastructure Design Details and Specification

The City has developed engineering specifications and engineering details for certain green infrastructure, including: bioswales, sidewalk subsurface storage, precast porous pavement, porous pavers, porous asphalt, and rain gardens. The drawings and specifications facilitate implementation of the City's commitment to stormwater capture and aquifer recharge.

2.5.10 Irrigation System Design Code

Section 28-1A of the City of Fort Lauderdale's Code of Ordinances (in effect since 2009), requires that all new irrigation systems permitted after 2009 install rain sensors to automatically shut down irrigation systems if rain is detected.

2.5.11 Landscape Irrigation Restrictions

On November 16, 2021, the City modified its Code of Ordinances Section 28-1B through adoption of Ordinance C-21-34 (City of Fort Lauderdale, 2021). The changes ensure compliance with the SFWMD and Broward County requirements to restrict landscape irrigation to two days per week.

The SFWMD promulgated Rule 40E-24 of the Florida Administrative Code title "Mandatory Year-Round Landscape Irrigation Conservation Measures" (SFWMD, 2014), which limits landscape irrigation water use to two days per week. The City of Fort Lauderdale's Section 28-1B follows the same two-days per week irrigation restriction.

In 2010 Broward County Code of Ordinances Section 36-55, titled "Year-round landscape irrigation measures" was adopted that limits landscape irrigation water use to two days per week. The City of Fort Lauderdale's Section 28-1B follows the same two-days per week irrigation restriction.

The City promotes Florida-Friendly Landscaping™ as evidenced by the document links available at its Sustainability & Climate Resilience web page. The City supports progressive irrigation and conservation policies. The City complies with the SFWMD's "Mandatory Year-Round Landscape Irrigation Conservation Measures" Rule.

2.5.12 Water for Heating or Process Water

Section 28-1A of the City's Code of Ordinances (in effect since 2009), requires a water conservation device conforming to such specifications as may be required by the City, shall be installed on heating, processing or other industrial or commercial uses of water whenever the City determines in its discretion that recycling of the water without treatment is practical. A water conservation device is any equipment, process or procedure whereby all water used for heating or processing is either consumed in the intended use or is recycled for the same purpose until it is unusable.

2.5.13 Water Used for Cooling Including Condensate

Section 28-1B of the City's Code of Ordinances (in effect since 2009), requires all new construction and replacements of cooling equipment whose function is evaporative or refrigerated cooling uses and air conditioning facilities that deliver water or condensate to a drain or other discharge facility are prohibited. This includes any equipment, process or procedure which relies upon the temperature of the water supply for cooling purposes.

2.5.14 Commercial Power Washing

Section 28-1B of the City's Code of Ordinances (in effect since 2009), requires that commercial enterprises for which cleaning with water is an essential element of their business use only high efficiency equipment that uses 1.6 gallons per minute or less and is certified by the manufacturer.

2.5.15 Water for Decorative Features

Section 28-1B of the City's Code of Ordinances (in effect since 2009), requires that decorative water features or similar water operating devices using potable or recycled water shall recirculate water within the device. Each device connected to the water system must have an approved back-flow prevention assembly.

2.5.16 Lakes and Ponds

Section 28-1B of the City's Code of Ordinances (in effect since 2009), requires that potable water shall not be used to fill or maintain water levels in lakes and ponds.

2.5.17 Leak Detection

The City initiated a leak detection program in 1990 which was completed in 1992. The entire main distribution system was surveyed and the City continues to perform visual checks by field personnel. As stated in the WUP Staff Report, Exhibit 8 (SFWMD, 2021) "The City implemented an improved compound meter testing program and changes out all water meters 10 years old or older. This is a continuing program that can consistently reduce water losses through both leaks and billing losses."

2.5.18 Meter Replacement Program

The City implemented an improved compound meter testing program and changes out all water meters 10 years old or older.

2.5.19 Broward County Adopts Low-Flow Plumbing Fixtures

During each update of the Florida Building Code (FBC), the Broward County Board of Rules and Appeals adopts a revised version of FBC-Plumbing Table 604.4 that requires new construction within Broward County (which includes the City of Fort Lauderdale) to use "low-flow" plumbing fixtures. Table 2-7 documents the most recently adopted 2023 FBC (Florida Department of Business and Professional Regulation, 2023) flow requirements and the "low-flow" Broward County requirements (Broward County, 2023) of key fixtures. The "low-flow" plumbing fixtures promote water conservation within all of Broward County.

Table 2-7: Maximum Flow Rates and Consumption for Key Fixtures in New Construction

Fixture	2023 FBC	Broward County
Lavatory, Private	2.2-gpm	1.5-gpm
Shower Head	2.5-gpm	2.0-gpm
Urinal	1.0 gallon per flush	0.5 gallon per flush
Toilet	1.6 gallon per flush	1.28 gallon per flush

Source 1: The data in the column labeled "2023 FBC" is based on the Florida Building Code – Plumbing (2023 Edition), Table 604.4.

Source 2: The data in the column labeled "Broward County" is based on the Florida Building Code – Plumbing, Table 604.4 as amended by the Broward County Board of Rules and Appeals and accessible at the following link: https://www.broward.org/CodeAppeals/Documents/FBC%20%282023%29%20Plumbing%20Technical%20Amendments%2c%208th%20Edition.pdf

2.5.20 Water Conservation Education Program

The City publishes a variety of brochures and literature, promoting water conservation that are available to members of the public upon request. The City also maintains an active public information campaign on water conservation and restrictions on irrigation using Environmental Inspectors, Code Enforcement Officers, and Police Officers. In addition, the City maintains a website (http://www.fortlauderdale.gov) that includes water conservation information.

2.5.21 Sustainability Action Plan 2011 Update

The City's Sustainability Action Plan 2011 Update (City of Fort Lauderdale, 2011) identified the following actions to reach the 170 gallons per capita per day (gpcd) goal (the action numbers identified in the Sustainability Action Plan 2011 Update are shown for consistency):

- Action 1.1.1 - Expedited, Continuing Escalation of High-User Potable Water Fees in Single-Family Zoning.
- Action 1.1.2 - Implement and enforce landscape ordinance requiring low volume / avoidance watering.
- Action 1.1.3 - Directly engage all large water users in long-range water resource planning and conservation.
- Action 1.1.4 - Consider innovative projects including water reuse and harvesting rainwater.

Table 2-8 provides a summary of the current status of implementing the actions described in the Sustainability Action Plan 2011 Update.

Table 2-8: Water Conservation Action Status

Action	Status
Action 1.1.1 - Expedited, Continuing Escalation of High-User Potable Water Fees in Single-Family Zoning.	The City of Fort Lauderdale continues to establish a conservation rate structure (progressively higher rates as water usage increases) to encourage a water conservation ethic.
Action 1.1.2 - Implement and enforce landscape ordinance requiring low volume / avoidance watering.	Per Section 28-1A of the Code of Ordinances (in effect since 2009), it is the City's policy to encourage use of Florida-friendly drought resistant plants and trees within the City.
Action 1.1.3 - Directly engage all large water users in long-range water resource planning and conservation.	The City of Fort Lauderdale continues to conduct ongoing discussions with its wholesale customers relative to opportunities to reduce water consumption.
Action 1.1.4 - Consider innovative projects including water reuse and harvesting rainwater.	The City of Fort Lauderdale was part of a partnership with Broward County that explored the feasibility of regional wastewater reuse opportunities. Additionally, the City purchase a 3.0 mgd offset in the C-51 Reservoir, Phase 1 project. Additionally, the City evaluates water reuse and rainwater harvesting projects as the opportunities are identified.

Source: City of Fort Lauderdale document titled "Sustainability Action Plan 2011 Update" accessible at the following link: SAP Link.

2.5.22 2035 Fast Forward Vision Plan

The City has developed a planning document titled Fast Forward Fort Lauderdale that envisions the City through the year 2035. The document is also known as the Fast Forward Fort Lauderdale Vision for 2035. The Fast Forward Plan is a compilation of ideas/goals that are used to guide the City's decision making. A key aspect of the 2035 Vision Plan is ensuring that the City enhance water conservation efforts to ensure a sustainable water supply (City of Fort Lauderdale, 2019).

2.5.23 Press Play Fort Lauderdale Strategic Plan: Our City, Our Strategic Plan 2029

This document complements the Fast Forward Fort Lauderdale Vision for 2035. Fast Forward establishes the overarching goals of the City, while Press Play establishes specific initiatives to be completed over the next 5 years to make progress at reaching the goals (City of Fort Lauderdale, 2025c). The City is focused on increasing the reliability of its water systems. The City is constructing the Prospect Lake Clean Water Center (50 mgd capacity). The City is also focused on ensuring maintenance efforts and processes are in place to sustain its water infrastructure for the future.

2.6 Reuse

2.6.1 Introduction

Florida law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1) F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

2.6.2 Local Government Specific Actions, Programs, Regulations, or Opportunities

This section describes the City of Fort Lauderdale's ongoing assessment of reuse opportunities within the City's service area. The City of Fort Lauderdale's GTL WWTP is a regional facility used to treat wastewater in a region encompassing the following:

- City of Fort Lauderdale
- City of Wilton Manors
- City of Oakland Park
- Port Everglades
- A portion of the City of Tamarac
- A portion of unincorporated Broward County
- A portion of the Town of Davie

The facility does not currently treat effluent to reclaimed water standards for public irrigation or other off-site uses. However, on average the plant uses about 4-mgd of its own secondary effluent as in-plant re-use instead of potable water. Additionally, the City is participating in the County-wide Integrated Water Resources Plan Grants for feasibility studies related to potential beneficial reuse. These have included a 2008 feasibility study for selected reclaimed water projects within the City for a 50% cost share for $125,000. In 2009, a second feasibility study for reclaimed water at the Convention Center received a 50% cost share of $5,000 from Broward County.

The City of Fort Lauderdale prepared a report assessing reclaimed water opportunities in November 2008 titled "Feasibility Study for the Implementation of Selected Reclaimed Water Projects with the City of Fort Lauderdale". The City indicated that this report was updated in 2012. The key conclusion of the 2008 and 2012 studies was that reuse was not economically viable. The findings of the 2008 and 2012 reuse feasibility studies were reviewed by the City's master planning engineer in the City's 2017 CUSMP (Reiss Engineering, 2017). The 2017 CUSMP selected four alternatives from those studied in 2008 and 2012 and re-evaluated them based on information current in 2017. These four alternatives were as follows:

- Alternative 1 – GTL Upgrade and Local Area Reuse
- Alternative 2 – Satellite Treatment and Reuse/Saltwater Intrusion Barrier
- Alternative 3 – Satellite Treatment and Indirect Potable Reuse
- Alternative 4 – C-12 and C-13 Canal Interconnect Project

The 2017 CUSMP indicated that "Historical studies of reclaimed water implementation for the City have deemed the efforts as not economically feasible due to the following reasons:

- The GTL is a large, high rate treatment facility on a very area-restricted site that does not include treatment and high level disinfection components to facilitate producing public access level reclaimed water.
- The City's collection system is old and experiences high levels of infiltration resulting in high total dissolved solids concentrations (1,100 parts per million) including chlorides which would be harmful to most landscape plants. Therefore, demineralization in the form of reverse osmosis would be required which significantly increases both the capital and operations cost including high energy consumption.
- The cost of reclaimed water distribution in existing, heavily urbanized areas is very expensive and difficult."

The 2017 CUSMP recommended the City "…to continue to pursue Alternative 4 (C12 and C13 Canal Interconnect Project) in conjunction with Broward County. While the project will provide relatively low WUP withdrawal credit, the project should result in improved water quality in the canals and is very low cost operationally, hence sustainable. The City should continue to track Florida indirect potable reuse efforts into the Floridan Aquifer, e.g., the City of Hollywood, for future water supply considerations beyond this study period."

The City of Fort Lauderdale continues to assess water reuse opportunities to identify and assess cost-effective alternative water supply opportunities. Indirect potable reuse systems have been evaluated by the City; none have emerged as economically feasible. However, due to the dual benefits of providing more disposal capacity and augmenting local water supplies, the City continues to contemplate indirect potable reuse opportunities when assessing alternative water supply investment decisions.

An update of the CUSMP (water and wastewater master plan) is planned for late 2027. The procurement of an engineering consultant is ongoing. The City envisions that the CUSMP consultant will reevaluate reuse opportunities.

2.6.3 Identify any Local Financial Responsibilities

The City of Fort Lauderdale does not have financial responsibilities related to reuse. Therefore, this section is not applicable to the City of Fort Lauderdale.

3. Water Demand Projections

3.1 Introduction

This section summarizes historical and forecasted population along with historical and forecasted water demand.

3.2 Population Forecast

Figure 3-1 summarizes the historical and forecasted population for the City's water service area for fiscal years 2020 to 2045. The source of the population forecast is the SFWMD 2023-2024 Lower East Coast Water Supply Plan Update Table A-1 (SFWMD, 2024a).

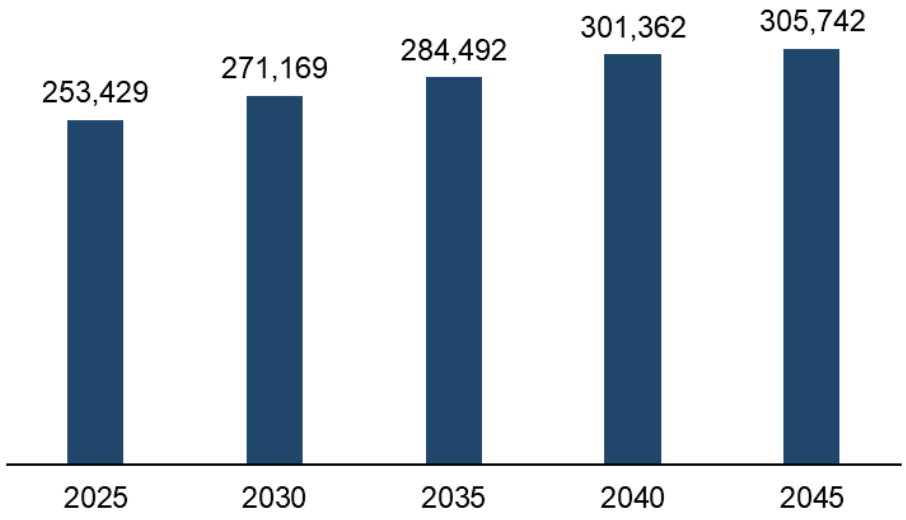


Figure 3-1: Water Service Area Population Forecast FY 2025 to FY 2045 in Five Year Increments

Population forecasts by jurisdiction within the City of Fort Lauderdale water utility service area were prepared using the population forecasts by TAZ obtained from the Broward County and Municipal Population Forecast and Allocation Model (PFAM). This model is used by the County to distribute county-wide population forecasts prepared by the University of Florida Bureau of Economic and Business Research (BEBR) to local municipalities and Traffic Analysis Zones (TAZ).

The populations within the TAZs and portions of TAZs that comprise each jurisdiction were identified from the County's model. These forecasts were adjusted to reflect the total population forecast reported for the Fort Lauderdale water service area by the SFWMD in its 2023-2024 Lower East Coast Water

Supply Plan Update. Table 3-1 presents the population for the City of Fort Lauderdale's water service area by jurisdiction in five-year increments from FY 2020 to FY 2045.

Table 3-1: Population by Jurisdiction, Actual 2020 and Forecasted 2025 to 2045

Jurisdiction	FY2020	FY2025	FY2030	FY2035	FY2040	FY2045
Fort Lauderdale	178,932	190,323	204,337	215,031	229,292	233,658
Broward County	6,415	6,843	6,917	7,157	7,402	7,394
Davie	504	488	495	489	497	488
Lauderdale by the Sea	4,241	4,271	4,318	4,237	4,227	4,137
Lauderhill	308	311	314	311	311	305
Lazy Lake Village	21	21	22	22	22	22
North Lauderdale	1,228	1,204	1,213	1,199	1,207	1,183
Oakland Park	33,890	36,151	37,080	38,560	40,004	40,051
Sea Ranch Lakes	308	304	307	302	301	296
Tamarac	1,692	1,967	2,083	2,333	2,571	2,670
Wilton Manors	11,545	11,546	14,082	14,852	15,526	15,538
Port Everglades	Population is included in Broward County					
Total	**239,084**	**253,429**	**271,169**	**284,492**	**301,362**	**305,742**

3.3 Areas of Self-Supply

There are no existing areas within the City of Fort Lauderdale's water service area that self-supply potable water. There are no plans for future domestic self-supplied systems.

3.4 Maps of Current and Future Served Areas

Figure 3-2 depicts the City of Fort Lauderdale water service area. The City of Fort Lauderdale provides water within the Fort Lauderdale as well as the following jurisdictions:

- City of Fort Lauderdale
- Broward County
- Town of Davie
- Town of Lauderdale by the Sea
- City of Lauderhill
- Village of Lazy Lake
- City of North Lauderdale
- City of Oakland Park
- Village of Sea Ranch Lakes
- City of Tamarac
- City of Wilton Manors
- Port Everglades

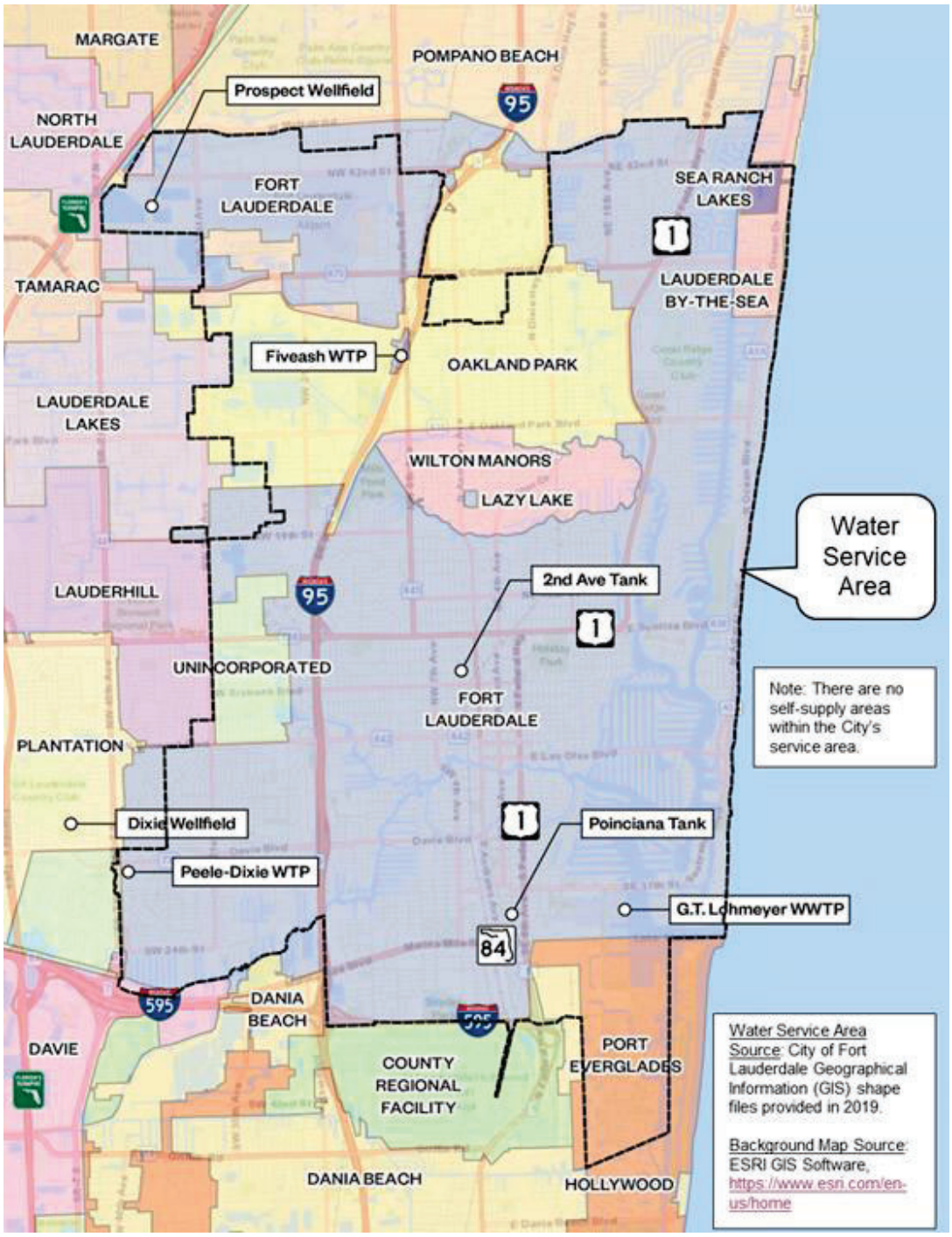


Figure 3-2: Water Service Area

Certain jurisdictions are fed through master meter accounts of an upstream consecutive user, as follows:

- Lazy Lake is a village contained entirely within the borders of the City of Wilton Manors and is fed through a Wilton Manors master meter.

The balance of the City's customers are supplied with water through individual retail customer water meters (multifamily, single family, commercial and irrigation accounts), including the following:

- City of Fort Lauderdale
- City of Lauderdale-by-the Sea
- Village of Sea Ranch Lakes
- Broward County
- City of Lauderhill

The City has no plans to alter the water service area in the future.

3.5 Fort Lauderdale Areas Served by Broward County

Certain areas of the City of Fort Lauderdale are served by either the Broward County District 1 WTP or the Broward County District 3A WTP as defined in Figure 3-3. For presentation purposes the City's service area is presented as the "North Service Area" and the "South Service Area". These are not terms used by the City, rather these terms are solely for the convenience of presenting the map below in this report.

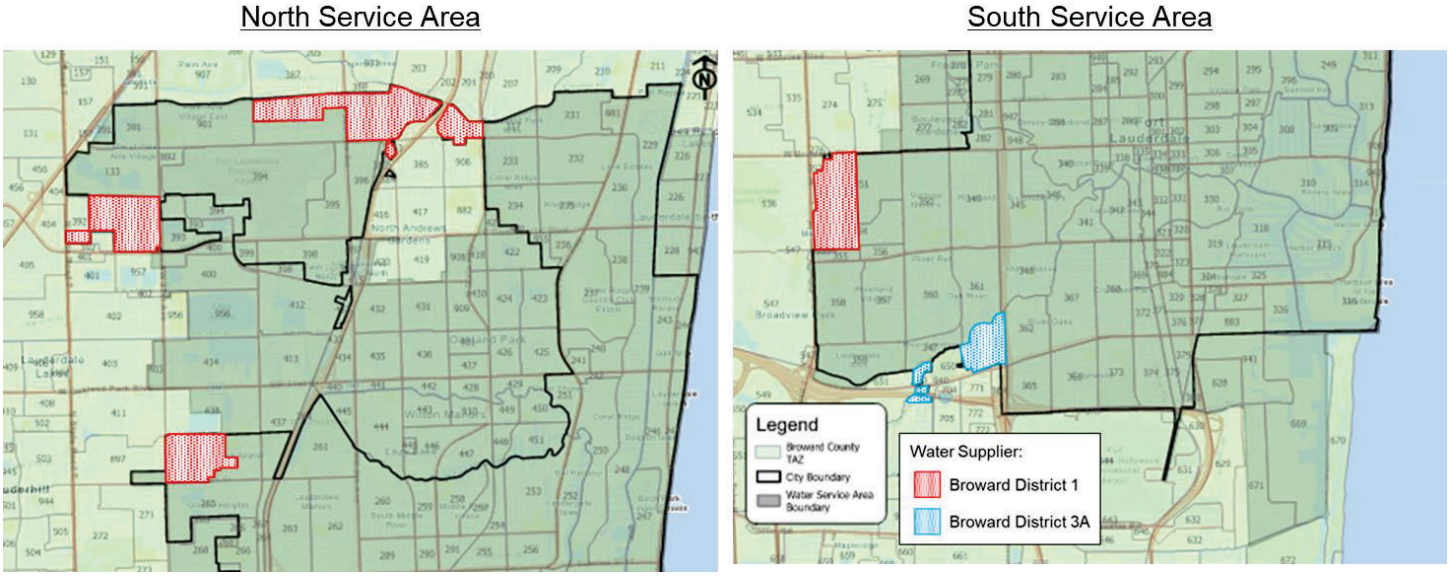


Figure 3-3: Map of Fort Lauderdale Areas Served by Broward County

3.6 Potable Water Level-of-Service Standard

The City of Fort Lauderdale has set level-of-service standards for its water system as summarized in Table 3-2. This table is based upon the CUSMP (Reiss Engineering, 2017) unless noted otherwise in the table.

Table 3-2: Water System Level-of-Service Standards

Component	Level-of-Service Standard / Goal	Does the City meet this LOS Goal?
Raw Water Supply	Maximum Day Demand with 20 percent of wells out of service for maintenance *Source: City of Fort Lauderdale standard design criteria.*	Yes
Treatment Capacity	Maximum day demand with all units in service *Source: (Committee of the Great Lakes-Upper Mississippi River Board of State Sanitary Engineers, 2022); Article 2.1.*	Yes
Minimum system pressure during peak hour demand with largest pump out of service during non-fire flow conditions	Maintain a minimum of 40 psi in the distribution system *Source: (Reiss Engineering, 2017); Table WA4-1.*	Yes
Minimum system pressure during maximum day demand plus fire flow	Maintain a minimum of 30 psi in the distribution system *Source: (Reiss Engineering, 2017); Table WA4-1.*	Yes
Finished Water Pumped Per Capita – City Goal	It is the City's goal to reduce the finished water pumped level of service to 170 gallons per capita per day through conservation by the year 2028 according the City's Comprehensive Plan Evaluation Measures SWS 3.1.2 and SWS 3.2.1. *Source: (City of Fort Lauderdale, 2020a).*	Yes
Finished Water Storage	Comply with FAC 62-555.320(19): minimum requirement of 25 percent of maximum day demand plus maximum fire flow volume with all tanks in service. Maximum fire flow storage based upon a 5,000 gallons per minute (gpm) fire over a four-hour period. *Source: Florida Administrative Code, Rule 62-555.320(19).*	Yes
Maximum Distribution System Water Loss	10 Percent of Finished Water Pumped *Source: (SFWMD, 2022); Article 4.1.2.*	No[6]

[6] See Figure 2-6 for distribution system water loss from 2020 to 2024.

3.7 Historical Finished Water

Table 3-3 presents the historical finished water demand for the City's water service area from 2020 to 2024. Finished water average day per capita (averaged from 2020 to 2024) is 155.9 gpcd. Finished water max day factor (average from 2022 to 2024) is 1.19.

Table 3-3 Historical Finished Water Demand

Fiscal Year	Water Service Area Population	Finished Water Demand					
		Annual Finished Water Pumped (MGY)	Avg Day Demand (mgd)	Avg Day Per Capita (gpcd)	Max Day Factor	Max Day Demand (mgd)	Max Day Per Capita (gpcd)
2020	239,084	13,321	36.39	152.6	1.30	47.20	197.4
2021	243,077	14,230	38.99	160.4	1.17	45.54	187.4
2022	245,665	14,308	39.20	159.6	1.17	46.01	187.3
2023	248,253	13,981	38.30	154.3	1.21	46.26	186.4
2024	250,841	13,956	38.13	152.4	1.19	45.51	181.5

3.8 Finished Water Demand Forecast

Figure 3-4 illustrates the finished water demand forecast on an annual average day and maximum day basis for the City's water service area for fiscal years 2025 to 2045 in five-year increments.

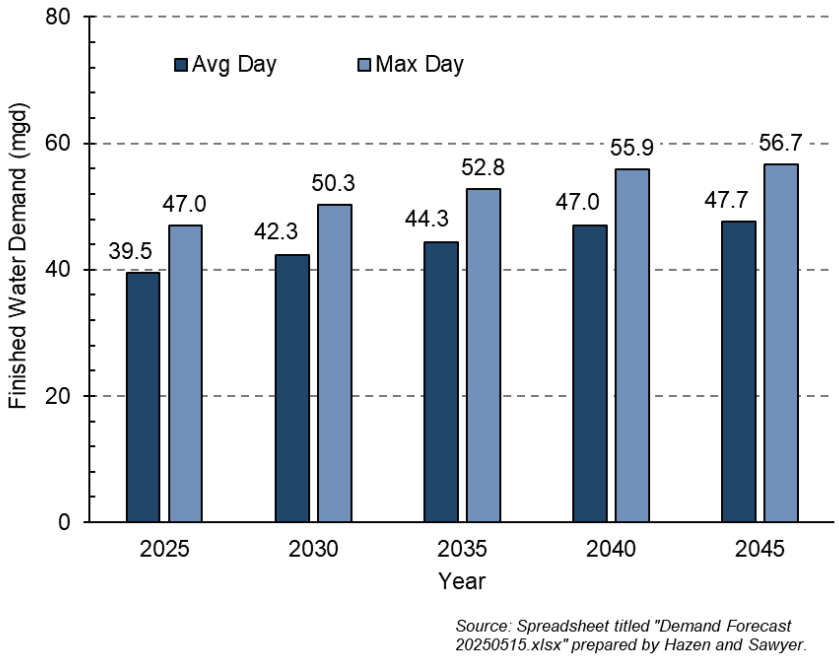


Figure 3-4: Finished Water Demand Forecast FY 2025 to FY 2045 in Five-Year Increments

3.9 Finished Water Production Capacity is Adequate to Meet Demand

Figure 3-5 illustrates that water treatment plant finished water production capacity is adequate to meet demand through the year 2045. The orange line labeled "Permitted Finished Water Production Capacity" is based upon the permitted capacities of the treatment plants (defined in Tables 2-1, 2-2, and 2-3).

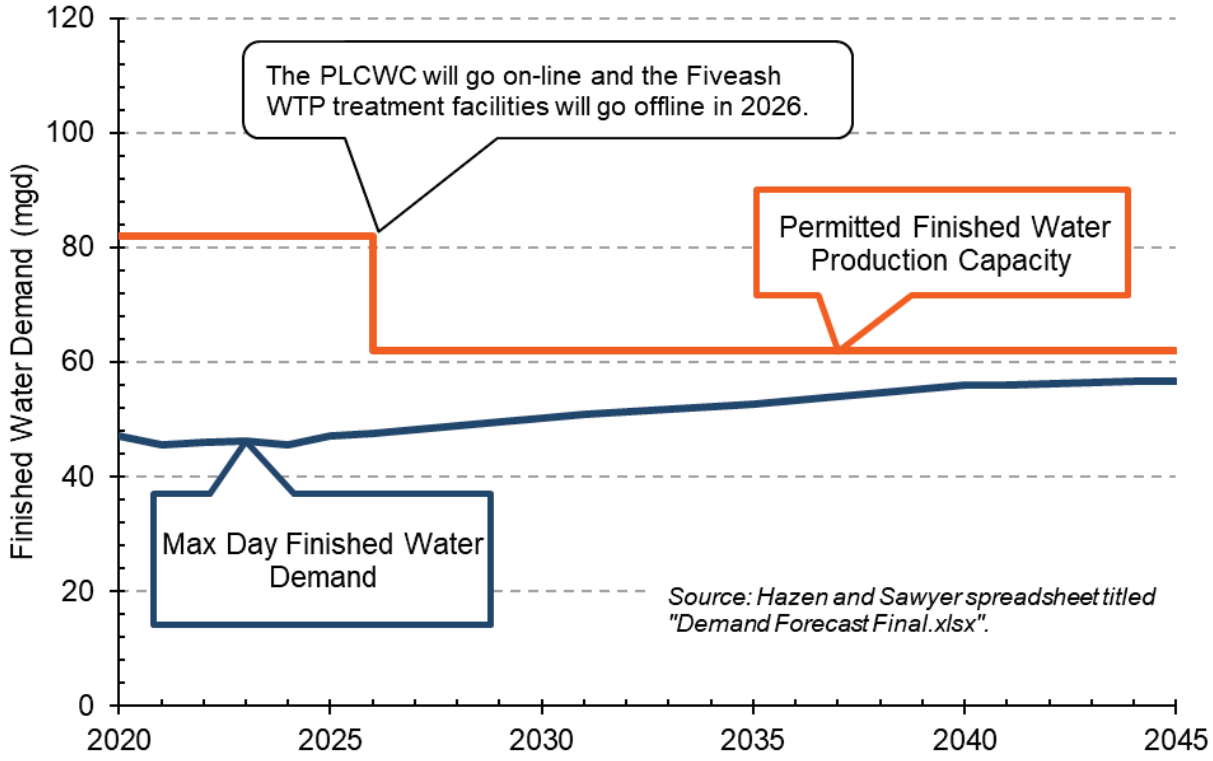


Figure 3-5: Max Day Finished Water Demand Versus Finished Water Production Capacity

Total system permitted finished water production capacity after completion of the transition from the Fiveash WTP to the PLCWC will be 62 mgd.

3.10 Biscayne Aquifer Raw Water Demand Forecast

Figure 3-6 illustrates that annual average Biscayne aquifer raw water demand through the year 2045. This figure illustrates that the City's current water use permit limit[7] is adequate to meet demand through the year 2045. Hence, alternative water supply is not likely to be needed, assuming the per capita remains stable and population growth increases as forecast.

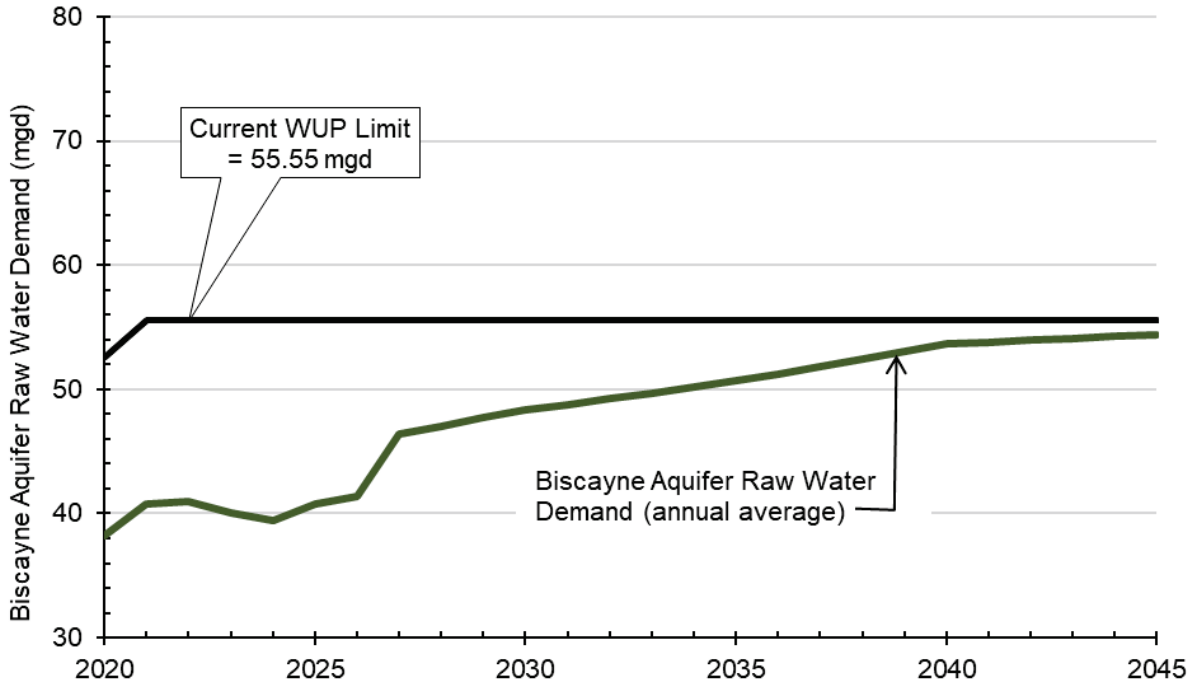


Figure 3-6: Raw Water Demand Versus Water Use Permit Limit

3.11 Raw Water Demand by Jurisdiction

Table 3-4 presents the Biscayne aquifer raw water demand on an annual average basis, broken down by municipal jurisdictions within the City of Fort Lauderdale's water service area. All values are in mgd.

Table 3-4: Annual Average Raw Water Demand by Jurisdiction (mgd)

Jurisdiction	FY2020	FY2025	FY2030	FY2035	FY2040	FY2045
Fort Lauderdale	27.58	29.69	35.26	37.14	39.65	40.41
Broward County	0.989	1.067	1.194	1.236	1.280	1.279

[7] The water use permit limit is shown as 55.55 mgd. It is noted that the 55.55 mgd is composed to two parts. The first part is the base condition of 52.55 mgd. The second part is 3.0 mgd which is the allowable offset from the C-51 reservoir.

Table 3-4: Annual Average Raw Water Demand by Jurisdiction (mgd)

Jurisdiction	FY2020	FY2025	FY2030	FY2035	FY2040	FY2045
Davie	0.078	0.076	0.085	0.084	0.086	0.084
Lauderdale by the Sea	0.654	0.666	0.745	0.732	0.731	0.716
Lauderhill	0.047	0.049	0.054	0.054	0.054	0.053
Lazy Lake Village	0.003	0.003	0.004	0.004	0.004	0.004
North Lauderdale	0.189	0.188	0.209	0.207	0.209	0.205
Oakland Park	5.22	5.64	6.40	6.66	6.92	6.93
Sea Ranch Lakes	0.047	0.047	0.053	0.052	0.052	0.051
Tamarac	0.261	0.307	0.359	0.403	0.445	0.462
Wilton Manors	1.78	1.80	2.43	2.57	2.68	2.69
Port Everglades	1.33	1.24	1.37	1.37	1.37	1.37
Total	**38.2**	**40.8**	**48.2**	**50.5**	**53.5**	**54.3**

3.12 Finished Water Demand by Jurisdiction

Table 3-5 presents the finished water demand on an annual average basis, broken down by municipal jurisdictions within the City of Fort Lauderdale's water service area. All values are in mgd.

Table 3-5: Annual Average Finished Water Demand by Jurisdiction (mgd)

Jurisdiction	FY2020	FY2025	FY2030	FY2035	FY2040	FY2045
Fort Lauderdale	26.36	28.76	30.94	32.60	34.82	35.50
Broward County	0.945	1.034	1.047	1.085	1.124	1.123
Davie	0.074	0.074	0.075	0.074	0.075	0.074
Lauderdale by the Sea	0.625	0.645	0.654	0.642	0.642	0.628
Lauderhill	0.045	0.047	0.048	0.047	0.047	0.046
Lazy Lake Village	0.003	0.003	0.0033	0.003	0.003	0.003
North Lauderdale	0.181	0.182	0.184	0.182	0.183	0.180
Oakland Park	4.99	5.46	5.61	5.85	6.08	6.08
Sea Ranch Lakes	0.045	0.046	0.0465	0.046	0.046	0.045
Tamarac	0.249	0.297	0.315	0.354	0.390	0.406
Wilton Manors	1.70	1.74	2.13	2.25	2.36	2.36
Port Everglades	1.27	1.21	1.21	1.21	1.21	1.21
Total	**36.5**	**39.5**	**42.3**	**44.3**	**47.0**	**47.7**

4. Alternative Water Supply Plan

4.1 Introduction

This section outlines the City of Fort Lauderdale's strategy for implementing an alternative water supply should it become necessary due to a forecasted water supply deficit. According to the demand forecast presented in this report, a Floridan aquifer alternative water supply is currently unnecessary.

However, demand forecasts are based on various assumptions which may change as growth occurs, potentially necessitating an alternative water supply earlier than anticipated. Therefore, the City has proactively developed a detailed plan for the implementation of an alternative water supply, as described below.

4.2 Existing C51-Reservoir Phase 1 Alternative Water Supply

The City purchased a 3.0 mgd offset from Palm Beach Aggregates LLC for C-51 Reservoir Phase 1. To date the City has not requested supply via offsets from the C-51 Reservoir Phase 1. Once the PLCWC goes into service, the City's Biscayne demand will increase due to the transition of treatment technology. The City will likely need to begin utilizing a portion of its C-51 Reservoir Phase 1 offset in 2027 to meet its maximum month demands.

4.3 Future Expansion of the Peele-Dixie WTP with Floridan Aquifer Supply and Treatment

A Biscayne aquifer water supply shortfall is not expected over the next 20 years. If water demand increases more than forecasted, the City has planning documents to implement an alternative water supply through reverse osmosis (RO) treatment of the Floridan aquifer. These planning documents are shown in Figure 4-1 and are titled "Floridan Aquifer Conceptual Plan for the Dixie Wellfield" (Hazen and Sawyer, 2008a) and "Peele-Dixie Reverse Osmosis Basis of Design Report" (Hazen and Sawyer, 2008b). The City reserves the right to modify this plan based on the findings of ongoing studies and future CUSMP updates. Additionally, this plan may be altered as new data emerges regarding potential risks from unexpected changes to water quality in the Floridan aquifer. The cost for implementing this project is presented in Section 5.

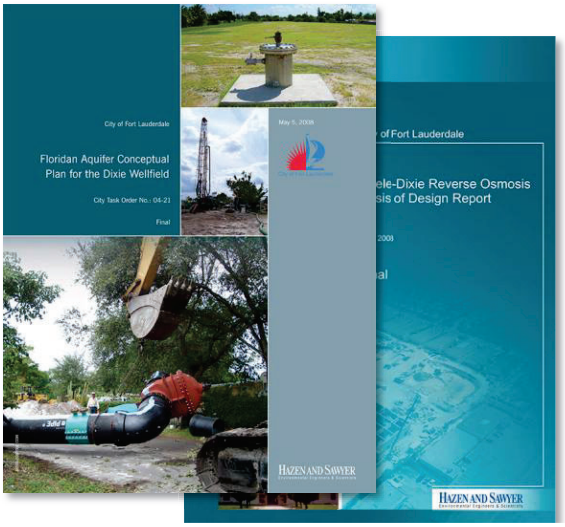


Figure 4-1: Alternative Water Supply Planning Documents

4.4 Floridan Aquifer Wells Identified in Water Use Permit

The City's water use permit (No. 06-00123-W) identifies potential Floridan aquifer wells at the approximate locations identified in Figures 4-2 and 4-3. Note that FAS-1 and FAS-2 at the Dixie Wellfield are existing; constructed in 2007 for testing and data collection.

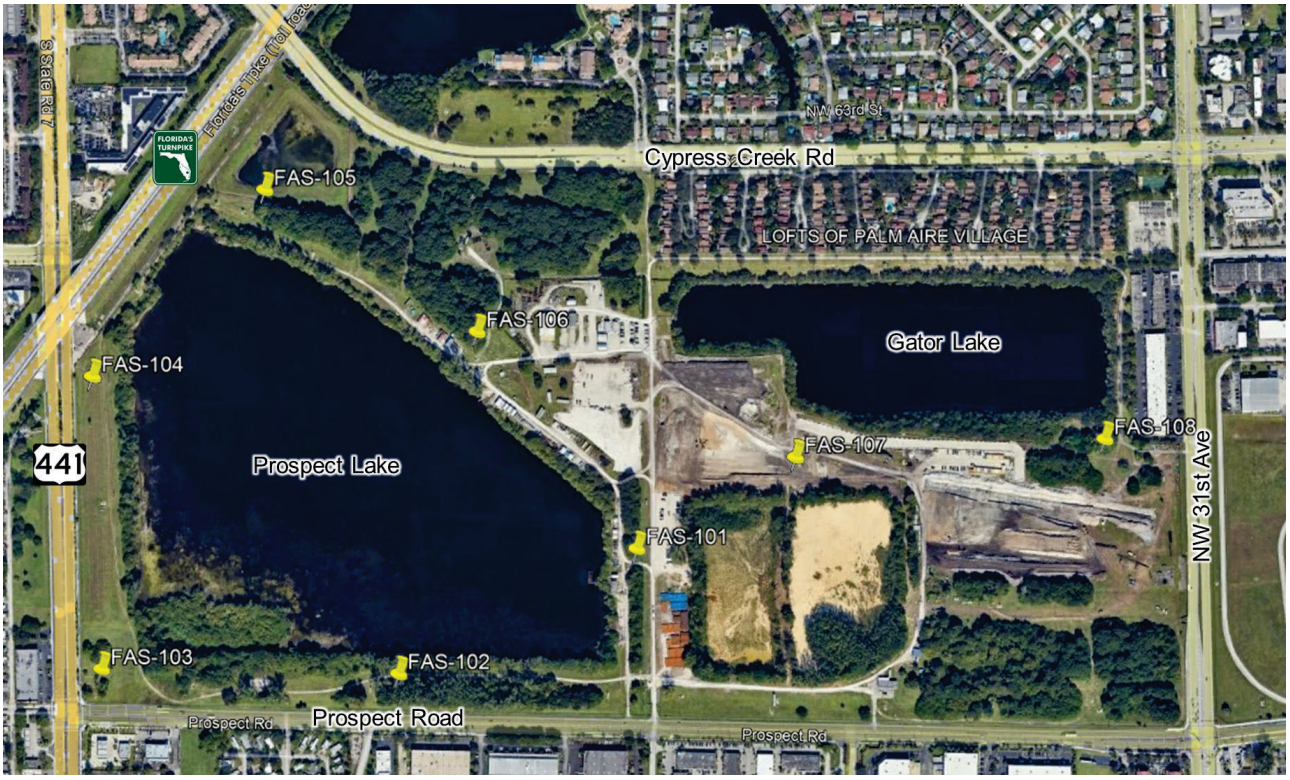


Figure 4-2: Potential Future Floridan Aquifer Wells at Prospect Wellfield

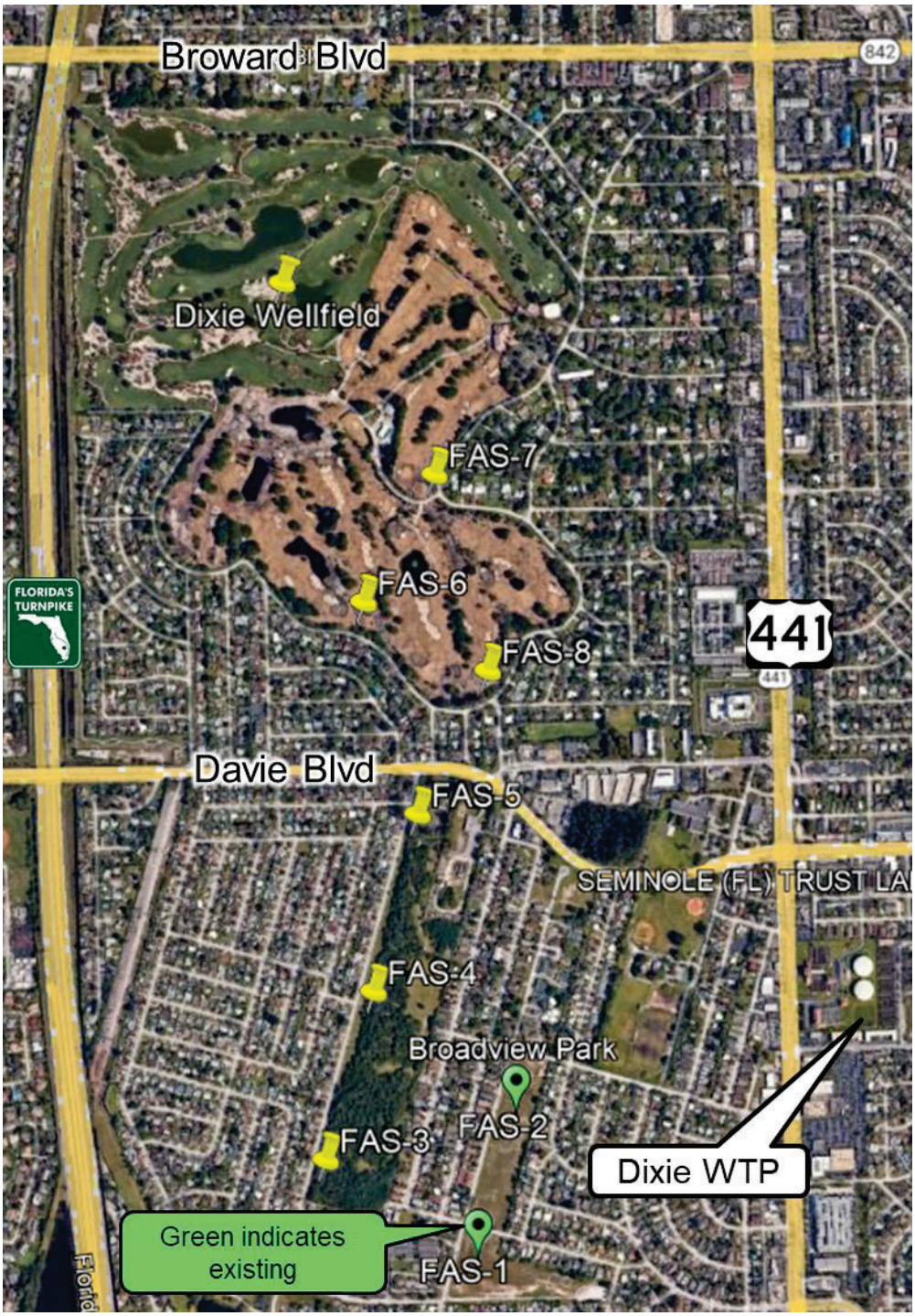


Figure 4-3: Potential Future Floridan Aquifer Wells at Dixie Wellfield

5. Capital Improvements Program

5.1 Introduction

This section provides a brief description of the City of Fort Lauderdale Capital Improvements Program (Fort Lauderdale uses the term "Community Investment Plan") for Water Supply.

5.2 Water Supply, Treatment and Distribution Capital Improvements Schedule for FY2025 through FY2029

Table 5-1 presents City of Fort Lauderdale's Community Investment Plan (CIP) for fiscal years 2025 – 2029 schedule for traditional water supply (i.e., Biscayne aquifer), treatment, storage, and distribution system infrastructure projects. The CIP costs include engineering services along with construction costs. The projects are intended to be implemented over the next five years to maintain the City's existing level of service standards. The CIP projects do not expand or diversify water supply capacity over the next five years given that demand forecasting indicates alternative water supply is not required over the next 20 years.

5.3 Capital Improvements Schedule for FY2030 through FY2034

Based on the demand forecast, alternative water supply is not needed over the next 20 years. Currently, the City has no CIP to implement alternative water supply, traditional water supply, reuse, or conservation projects in fiscal years 2030 – 2034. Rather, during this timeframe, the City plans to continue to implement normal maintenance to ensure the sustainability of its existing water infrastructure.

An update of the CUSMP (water and wastewater master plan) is planned for late 2027. The procurement of an engineering consultant is ongoing. Once that planning document is available the City can then define longer term (i.e., six to ten years out) CIP projects related to alternative water supply, traditional water supply, reuse, or conservation.

5.4 Dixie Floridan Water Supply / Treatment Project

5.4.1 Introduction: 2008 Alternative Water Supply Planning Documents

In 2008, the City completed conceptual plans for implementing 6-mgd of finished water capacity reverse osmosis (RO) at the Peele-Dixie WTP along with five Floridan aquifer wells. The planning documents are titled "Floridan Aquifer Conceptual Plan for the Dixie Wellfield" (Hazen and Sawyer, 2008a) and "Peele-Dixie Reverse Osmosis Basis of Design Report" (Hazen and Sawyer, 2008b). This alternative water supply project is designated the "Dixie Floridan Water Supply / Treatment Project".

5.4.2 Schedule

The alternative water supply planning documents outline the design criteria for the City to implement the Dixie Floridan Water Supply / Treatment Project before the demand surpasses the withdrawal limits of the City's Biscayne aquifer. The project is estimated to take approximately five years to complete.

No Biscayne aquifer water supply shortage is anticipated for the next 20 years. If demand exceeds projections, the City will implement the alternative water supply outlined in the planning documents mentioned earlier. This plan may be revised based on the findings of future studies, future demand forecast updates, and new information regarding risks from unforeseen changes in aquifer water quality.

5.4.3 Cost

The costs for implementing 6-mgd of finished water capacity RO at the Peele-Dixie WTP along with five FAS wells are presented in the reports titled “Floridan Aquifer Conceptual Plan for the Dixie Wellfield” and “Peele-Dixie Reverse Osmosis Basis of Design Report”. The total cost presented in these reports is $36.7 in 2008 dollars. The cost presented in the 2008 planning documents is no longer valid due to cost escalation caused by many factors. Based on the publicly available cost data for the membrane plant and Floridan aquifer wellfield in construction in Riviera Beach, Florida the cost (construction plus engineering) for the Dixie Floridan Water Supply / Treatment Project is estimated at $114 million in 2025 dollars. This is a Class 5 estimate as defined by Association for the Advancement of Cost Engineering (AACE) International. The expected accuracy of this estimate is +50% to -30%.

5.4.4 Coordination With the 2023-2024 LECWSP Update

The City has coordinated with the SFWMD to include the Dixie Floridan Water Supply / Treatment Project in the 2023-2024 Lower East Coast Water Supply Plan Update, Appendix B, page B-21 (SFWMD, 2024a).

5.4.5 Funding

The cost for the Dixie Floridan Water Supply / Treatment Project is not currently included in the City’s CIP. The City will incorporate this project into future CIPs in its budgeting process if it becomes warranted based on demand and other factors. Furthermore, the City will escalate the cost of the project to future years using standard cost indexing practices. The City will determine the funding source for this project during future CIP budgeting.

5.5 Projects Needed Beyond the Five-Year CIP

The City’s Comprehensive Utility Strategic Master Plan (CUSMP), completed by Reiss Engineering, Inc., in 2017 is a planning document that evaluated the City’s water and wastewater systems and recommends improvements to maintain or improve levels of service over a twenty-year period ending in 2036. The CUSMP recommended approximately $1.2 billion in projects. The City continues to evaluate the recommendations of the CUSMP and prioritize the recommended projects for inclusion in its CIP. An update of the CUSMP is planned for late 2027. The procurement of an engineering consultant is ongoing.

Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan

Project No.	Project Title	Fund	Unspent Balance as of 8/21/2024	Available Balance as of 8/21/2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
FY20221026	Palm Aire Village East Watermain Rehabilitation	452	-	-	$3,386,011	-	-	-	-	$3,386,011
P11465	17th Street Causeway- Large Watermain Replacement	452	-	-	$3,000,000	-	-	-	-	$3,000,000
P12604	Small Water Main Replacement - Hendricks Isle	452	-	-	$2,000,000	-	-	-	-	$2,000,000
P12803	Poinsettia Drive Small Watermain Improvements	452	-	-	$1,500,000	-	-	-	-	$1,500,000
FY20150181	Lauderhill Small Watermains Replacement	454	-	-	-	$537,963	$3,187,227	-	-	$3,725,190
FY20150184	Coral Ridge Country Club Small Watermain	454	-	-	-	$847,081	$5,999,121	-	-	$6,846,202
FY20150228	Analysis of Chemical Addition Systems-Peele Dixie	454	-	-	-	$162,000	-	-	-	$162,000
FY20190737	Peele Dixie Membrane Replacement	454	-	-	-	-	$1,802,130	-	-	$1,802,130
NEW-005133	Antioch Ave. From Riomar St.to Vistamar St. Watermains	454	-	-	-	-	-	$900,000	-	$900,000
NEW-094105	Prospect Wellfield West Generator Replacement	454	-	-	-	-	-	$2,482,903	-	$2,482,903
NEW-123966	SW 11 Ct from SW 9 Ave to SW 8 Ter Water Main Replacement	454	-	-	-	-	-	-	$507,912	$507,912
NEW-504278	Las Olas Boulevard Watermain Replacement	454	-	-	-	-	-	-	$10,385,229	$10,385,229
NEW-506357	SE Croissant Park Water Main Upgrades	454	-	-	-	-	-	$6,704,892	-	$6,704,892

Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan

Project No.	Project Title	Fund	Unspent Balance as of 8/21/2024	Available Balance as of 8/21/2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
NEW-652759	Palm Aire East Water Main Upgrades	454	-	-	-	-	-	$1,500,000	-	$1,500,000
NEW-877588	Water Main Crossing of the Intracoastal at Oakland Park Boulevard	454	-	-	-	-	-	$1,573,233	-	$1,573,233
P10814	Central New River Watermain River Crossings	454	$960,222	$146,582	-	-	-	-	-	$960,222
P11465	17th Street Causeway- Large Watermain Replacement	454	$299,500	$73,972	-	-	-	-	-	$299,500
P11589	Fiveash WTP Disinfection Improvements	454	$12,685	$2,315	-	-	-	-	-	$12,685
P11887	NW Second Ave Tank Restoration	454	$66,751	$66,751	-	-	-	-	-	$66,751
P12294	Fiveash WTP Electrical Voltage Upgrade	454	$281,388	$247,574	-	-	-	-	-	$281,388
P12296	New Utilities Central Laboratory - Peele Dixie Water	454	-	-	$2,122,382	$1,209,000	-	-	-	$3,331,382
P12393	Fiveash Electrical System Replacement	454	-	-	$3,191,519	-	-	-	-	$3,191,519
P12401	Prospect Wellfield Bonding & Grounding Test	454	$97,216	$97,216	-	-	-	-	-	$97,216
P12403	Peele-Dixie WTP Chemical Storage Improvements	454	$1,283,080	$987,765	-	$1,892,534	-	-	-	$3,175,614
P12416	Watermain Improvements Area 1	454	-	-	$1,571,938	-	-	-	-	$1,571,938
P12417	Misc Water Quality Improvements	454	$69,000	$69,000	-	-	-	-	-	$69,000

Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan

Project No.	Project Title	Fund	Unspent Balance as of 8/21/2024	Available Balance as of 8/21/2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
P12476	Fiveash Wellfield Pump Replacement	454	$556,060	$556,060	-	-	-	-	-	$556,060
P12485	Fiveash WTP Filters Rehabilitation	454	$151,767	$151,767	-	-	-	-	-	$151,767
P12564	C-51 Reservoir	454	$90,130	$90,130	-	-	-	-	-	$90,130
P12581	Peele Dixie WTP Facility Improvements	454	$435,000	$435,000	-	-	-	-	-	$435,000
P12604	Small Water Main Replacement - Hendricks Isle	454	$1,498,066	$1,246,918	-	-	-	-	-	$1,498,066
P12704	Replace A/C Back Unit Peele Dixie Membrane Bldg.	454	$3,463	$3,463	-	-	-	-	-	$3,463
P12727	Fiveash Water Treatment Plant Valves Replacement	454	$133,130	$133,130	-	-	-	-	-	$133,130
P12765	New Water Treatment Plant - Prospect Lake WTP	454	$20,322,691	$9,277,404	-	-	-	-	-	$20,322,691
P12787	Lead and Copper Rule Revision (LCRR) Compliance Program	454	$1,600,000	$1,600,000	-	-	-	-	-	$1,600,000
P12802	SW 29th Street Small Watermains	454	$827,200	$827,100	-	-	-	-	-	$827,200
P12803	Poinsettia Drive Small Watermain Improvements	454	$119,816	$68,428	-	-	-	-	-	$119,816
P12805	Small Watermain Abandonment - SE 25th Avenue	454	$88,518	$65,763	-	$551,199	-	-	-	$639,717
P12808	North Andrews FEC Railway Watermain Replacement	454	$218,847	$176,108	-	$252,359	-	-	-	$471,206
P12823	Laudergate Isles Small Watermain Improvements	454	-	-	-	-	$444,773	$642,436	-	$1,087,209

Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan

Project No.	Project Title	Fund	Unspent Balance as of 8/21/2024	Available Balance as of 8/21/2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
P12827	Small Water Main Replacement - SW 31st Avenue	454	-	-	-	$985,661	-	-	-	$985,661
P12868	Wellfield Communications	454	$300,000	$300,000	$208,415	$300,000	-	-	-	$808,415
P12869	Excavate and Dispose of Dry Lime Sludge	454	$1,936,372	$1,890,077	$3,000,000	$3,000,000	-	-	-	$7,936,372
P12871	Fiveash Replacement of the Rotary Mechanisms Recirculation	454	$854,988	$854,988	$69,032	-	-	-	-	$924,020
23WSCIP	Line of Credit Project Funding	493	$8,043,767	$8,043,767	-	-	-	-	-	$8,043,767
P11465	17th Street Causeway- Large Watermain Replacement	493	$5,205,708	$5,205,708	-	-	-	-	-	$5,205,708
P12462	Coral Ridge Small Watermain Improvements	493	$4,936,912	$4,936,912	-	-	-	-	-	$4,936,912
P12827	Small Water Main Replacement - SW 31st Avenue	493	$3,858,449	$3,858,449	-	-	-	-	-	$3,858,449
P12765	New Water Treatment Plant - Prospect Lake WTP	494	$140,606,050	$67,158,533	-	-	-	-	-	$140,606,050
P10814	Central New River Watermain River Crossings	495	$182,392	$64,037	-	-	-	-	-	$182,392
P11465	17th Street Causeway- Large Watermain Replacement	495	$5,189,782	$5,189,782	-	-	-	-	-	$5,189,782
P11589	Fiveash WTP Disinfection Improvements	495	$12,687,827	$8,120,474	-	-	-	-	-	$12,687,827
P12400	Prospect Wellfield Electric Studies & Testing	495	$183,832	$183,832	-	-	-	-	-	$183,832

Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan

Project No.	Project Title	Fund	Unspent Balance as of 8/21/2024	Available Balance as of 8/21/2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
P12462	Coral Ridge Small Watermain Improvements	495	$4,936,912	$4,936,912	-	-	-	-	-	$4,936,912
P12803	Poinsettia Drive Small Watermain Improvements	495	$186,313	-	-	-	-	-	-	$186,313
P12827	Small Water Main Replacement - SW 31st Avenue	495	$3,849,971	$3,427,670	-	-	-	-	-	$3,849,971
P12917	Peele Dixie WTP Variable Frequency Drive	495	$485,413	$485,413	-	-	-	-	-	$485,413
P12765	New Water Treatment Plant - Prospect Lake WTP	497	$244,588,498	$736,631	-	-	-	-	-	$244,588,498
P12716	Advanced Metering Infrastructure Implementation	498	$51,086,281	-	-	-	-	-	-	$51,086,281
		Total	**$518,233,997**	**$131,715,631**	**$20,049,297**	**$9,737,797**	**$11,433,251**	**$13,803,464**	**$10,893,141**	**$584,150,947**

6. Regional Issues

6.1 Introduction

A description of regional water supply planning issues that impact the City of Fort Lauderdale, including the below, are presented in this section.

- Climate Change
- Sea Level Rise
- ILA for Cost Sharing for Salinity Distribution Evaluation Agreement
- Saltwater Intrusion
- Regional Water Availability Rule
- C-51 Reservoir, Phase 1 Project
- Regional Climate Action Plan
- Central and Southern Florida Flood Resiliency Study
- Lake Okeechobee Surface Water Allocation Limitations
- Lowering Lake Okeechobee Level
- Infrastructure Planned to Attenuate Damaging Peak Flow Events from Lake Okeechobee
- Expanded Use of Reclaimed Water to Meet Future Water Supply Demands
- East Coast Floridan Aquifer System Groundwater Model
- Conclusions of the East Coast Floridan Aquifer System Groundwater Model May Not Represent the Actual Risk of Future Water Quality Degradation
- Other Potential Floridan Aquifer Risk Factors
- Wellfield Management to Prevent Undesirable Changes in Floridan Aquifer Water Quality

6.2 Climate Change

Investigations and evaluations conducted at the national, regional, and local levels have reinforced the need to plan for the predicted impacts of more frequent and severe drought, increases in tidal and storm-related flooding, and ensuring that future planning efforts are flexible to adapt to changes to ensure a sustainable water supply infrastructure.

The City of Fort Lauderdale, together with its municipal and regional partners, understands that it is imperative that local governments and water utilities begin to formalize the integration of water supply and climate change considerations as part of coordinated planning efforts and work to provide relevant updates to the 10-year Water Supply Facilities Work Plan and enhance Goals, Objectives and Policies (GOPs) of its comprehensive plan.

The City is a leader in developing planning tools and identifying achievable and cost-effective goals that meet the needs of its community. The City fully supports the Southeast Florida Regional Climate Change Compact. Furthermore, it recently issued the "Fort Lauderdale Net Zero Plan" which outlines strategies to achieve net zero greenhouse gas emissions by 2050. It includes energy efficiency, renewable energy adoption, transportation electrification, waste reduction, and urban greenery expansion, aiming for a 70% reduction in community emissions by 2040 and 97% by 2050 (City of Fort Lauderdale, 2025b).

Key considerations relative to climate change include: 1) Sea level rise and 2) saltwater intrusion. These topics are presented in the following subsections.

6.3 Sea Level Rise

The City of Fort Lauderdale is a participant in the Southeast Florida Regional Climate Change Compact. The Compact is an ongoing collaborative effort among the participants (local communities, regulatory agencies, along with Broward, Miami-Dade, Monroe and Palm Beach Counties) to foster sustainability and climate resilience on a regional scale.

Development of cost-effective sea level rise adaptation strategies to ensure the sustainability of the City's water supply is critical to all ongoing planning efforts. To facilitate planning, the Southeast Florida Regional Climate Change Compact developed the sea level rise graphic (Southeast Florida Regional Climate Change Compact, 2019) illustrated in Figure 6-1. The Southeast Florida Regional Climate Change Compact issued a statement in 2024 confirming continued use of the 2019 sea level rise graphic (Southeast Florida Regional Climate Change Compact, 2024). The 2019 sea level rise projection is being used as the basis for planning throughout the region.

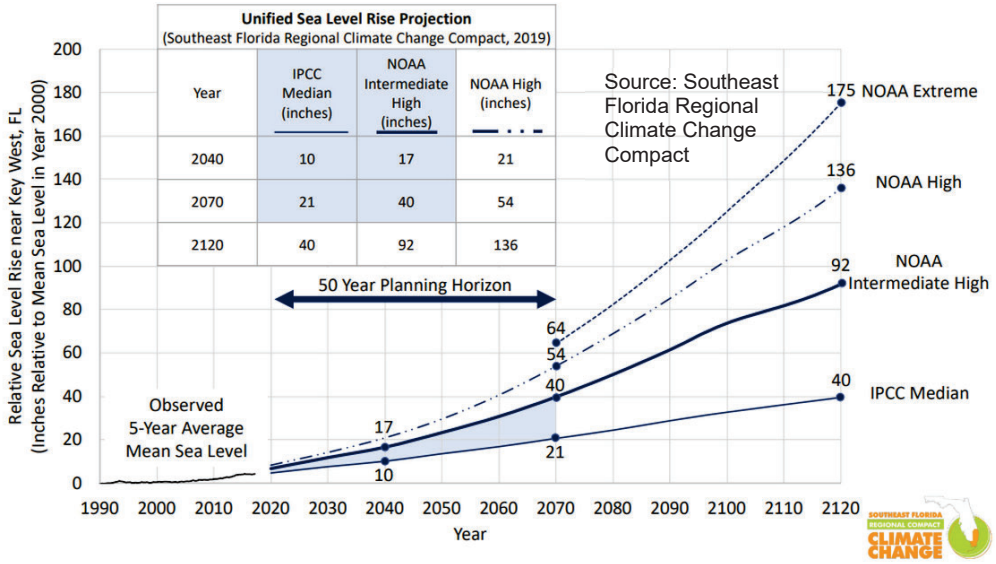


Figure 6-1: Sea Level Rise

6.4 ILA for Cost Sharing for Salinity Distribution Evaluation Agreement

The City contributed funding for Broward County and the United States Geological Survey (USGS) via the Interlocal Agreement titled "Cost Sharing Support of USGS Project for Evaluation of Changes to the Salinity Distribution Within the Surficial Aquifer Under Projected Future Hydrologic Conditions, Broward County, Florida" (City of Fort Lauderdale, 2023). Under this agreement, a variable density, numerical groundwater model capable of simulating the three-dimensional distribution of salinity within the surficial aquifer is being developed. The model could be used to simulate the encroachment of the saltwater front further into Broward County under various projections of future hydrologic conditions. The City is carefully following the development of this model.

6.5 Saltwater Intrusion

The Biscayne aquifer which serves as the City's primary water supply is a shallow, surficial aquifer characterized by limestone karst geology which is highly porous and transmissive. Coastal saltwater intrusion of the aquifer has occurred in eastern parts of Broward County. The mapping of the saltwater intrusion front (i.e., the depth and location of the 250 mg/L chloride concentration toe) is supported by local governments throughout the region, USGS, and the South Florida Water Management District (SFWMD). The saltwater interface map for Broward County is available at this link: 2024 Saltwater Map (SFWMD, 2024b).

The City reports that it estimates that approximately 20 million gallons of groundwater per day enters its gravity sewer system via infiltration. The City believes that decreasing infiltration (sewer leaks) would mitigate saltwater intrusion issues.

The 2024 Saltwater Map referenced above indicates that the 250 mg/L isochlor is approximately 1.9 miles to the southeast of the Prospect wellfield. Furthermore, the 2024 Saltwater Map indicates the 250 mg/L isochlor might be in the vicinity of the City's Dixie wellfield as illustrated in Figure 6-2. The mapping data issued by the SFWMD indicates the isochlor shown in red on the figure below is "location uncertain".

The City has operated the Dixie wellfield since the mid-1920s. Based on the City's data, there is no evidence of saltwater intrusion into the production zone (approximately 90 to 125 feet below land surface) of the City's Dixie wellfield. Hence, it is likely that the depth of the isochlor indicated in red in the figure below is much deeper than the region that the production interval . Given the uncertainty indicated by the SFWMD it is recommended that the City continue to invest in its partnership with Broward County and USGS to refine a groundwater model described in the section above along with careful monitoring of its water quality data. Additionally, the City will continue to study this issue during the update of its CUSMP.

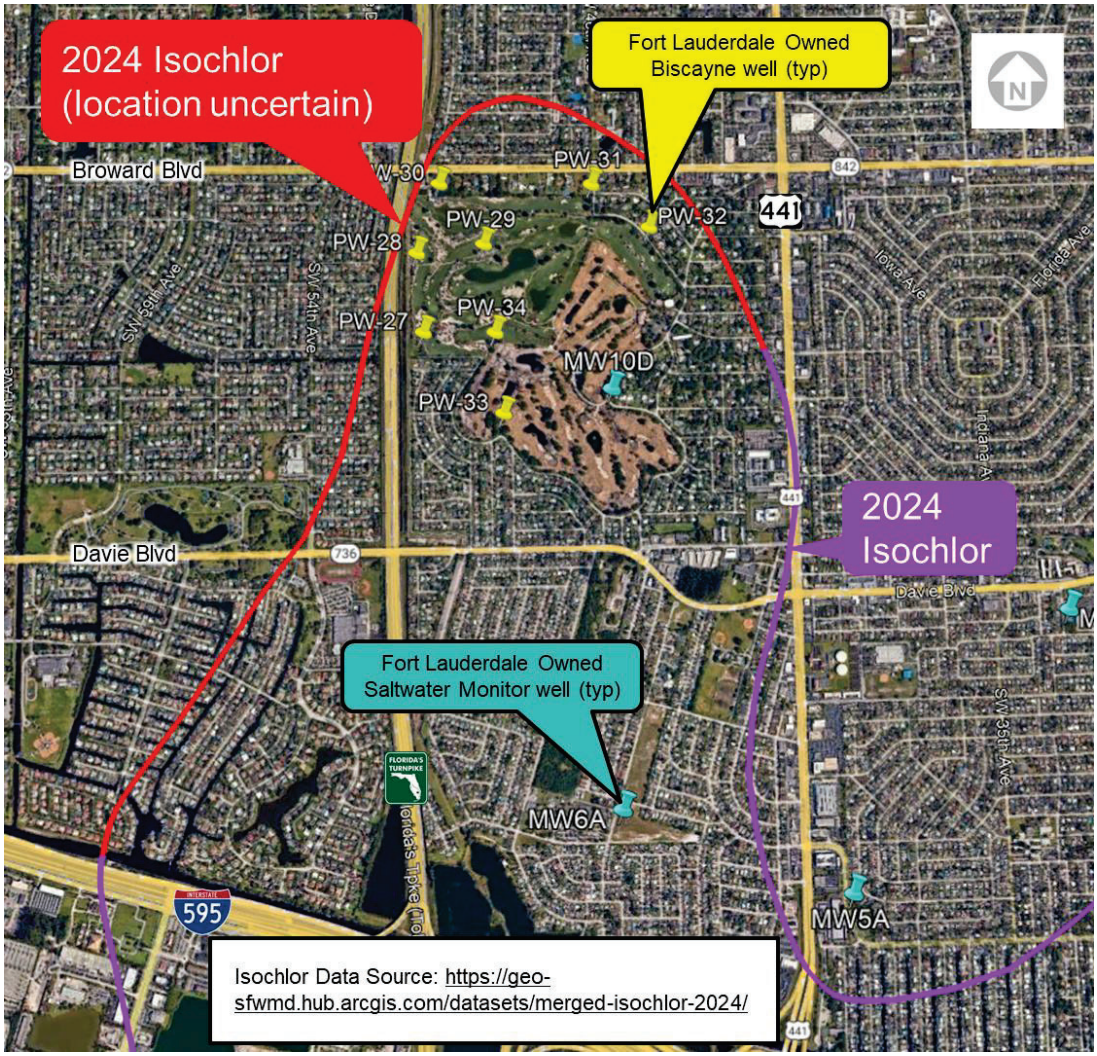


Figure 6-2: 250 mg/L Isochlor in the Vicinity of the Dixie Wellfield

The City has been proactively managing saltwater intrusion risk through a combination of managing wellfield pumpage and the collection of data from 10 saltwater monitoring wells constructed in 2002. Furthermore, the City has replaced these wells over time as the need arose. Ten saltwater monitoring wells are operational. Table 6-1 summarizes the location of the City's saltwater monitoring wells.

Table 6-1: Fort Lauderdale Owned Saltwater Monitoring Wells

Name	Well ID	Lat	Lon	Location
MW1A	328213170	26.18851	-80.1709	NW 21st Ave & W. Commercial Blvd (NE corner)
MW2A	282737	26.2047	-80.1596	NW 12th Ave & W. Cypress Creek Rd (Pump Station E-11)
MW3A	282733	26.12218	-80.1864	NW 31st Ave & W. Broward Blvd (Pump Station A-43)
MW4A	Note 1	26.1033	-80.1904	SW 33rd Ter & 14th St. (Benenson Park)
MW5A	282734	26.09295	-80.1995	Riverland Rd. & SW 36th Ter
MW6A	282730	26.09595	-80.2088	Dixie Well (PW-18) SW 43 Way & 21 St.
MW7A	282736	26.11068	-80.1739	SW 24th Ave & 9th St. (SW corner)
MW8B	286493	26.15675	-80.1629	Mills Pond Park
MW9	212914	26.19266	-80.1389	5300 NE 6th Ave
MW10D	286505	26.11165	-80.2094	Ft. Laud Country Club (hole #11)

The City collects conductivity data from its 10 saltwater monitoring wells monthly. The purpose of the saltwater monitoring wells is to provide the City with data that it can use to manage wellfield withdrawals. The City reports these data to the SFWMD annually. The latest data available are presented in the City's report titled "2024 Annual Saltwater Intrusion Monitoring Report" (City of Fort Lauderdale, 2025a). The report documents evidence of potential saltwater impacts at MW-10D located at the Dixie wellfield. The 2024 conductivity data (the latest available) for MW-10D is presented in Figure 6-3 (City of Fort Lauderdale, 2025d). The conductivity data are converted to approximate chloride values using linear regression of available data.

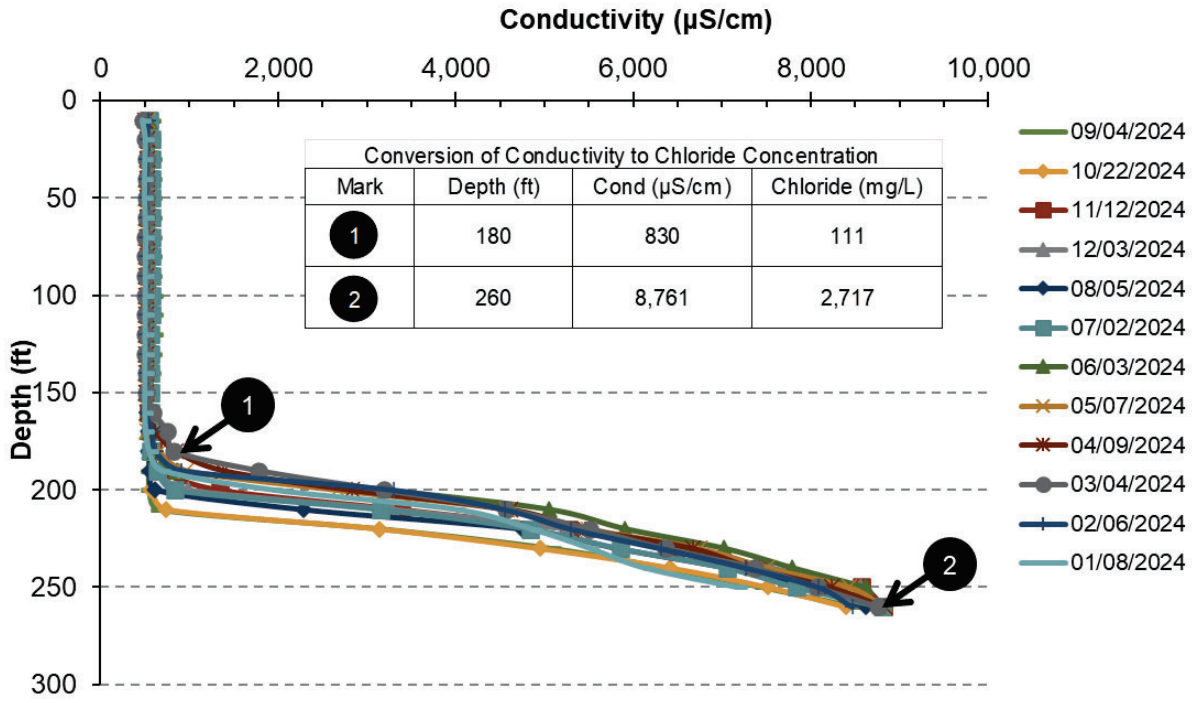


Figure 6-3: Conductivity Measured at Saltwater Monitor Well 10D

The City's 2024 data for monitor well 10D indicates conductivity of approximately 830 µS/cm at a depth of 180 feet below land surface and approximately 8,761 µS/cm at a depth of 260 feet below land surface (City of Fort Lauderdale, 2025d). These conductivity values correlate to a calculated chloride level of approximately 111 mg/L at a depth of 180 feet below land surface and 2,717 mg/L at a depth of 260 feet below land surface. Consequently, upconing of higher salinity groundwater from the base of the aquifer toward the wellfield production zone (approximately 90-feet to 125-feet below land surface) will continue to be monitored by the City.

The City's 2024 data indicates that composite raw water chloride concentration measured at the Peele-Dixie WTP averaged 34 mg/L. Hence, there is no evidence of increasing salinity entering the City's Dixie wells. Given the depth of the high chloride concentration below the production depth, upconing is not likely to be an immediate concern. It is recommended that the City continue to monitor its wells for saltwater intrusion and coordinate closely with the SFWMD. Additionally, the City will continue to study this issue during the update of its CUSMP.

6.6 Regional Water Availability Rule

The Regional Water Availability (RWA) rule was passed by the SFWMD on February 16, 2007. The RWA limits water withdrawals from the Biscayne Aquifer to the maximum quantity during any consecutive five years preceding April 2006. Water utilities needing additional water supplies are required to seek sources that are not dependent upon the Everglades for recharge. These alternative water supply solutions include recycling water, using reclaimed water to recharge the Biscayne Aquifer, or

drawing water from the deeper Floridan Aquifer (which requires high energy consumption treatment methods).

The City purchased a 3.0 mgd offset from the C-51 Reservoir, Phase 1 that augments its Biscayne supply. The City's water use permit limits[8] the City's Biscayne Aquifer withdrawal to the following (SFWMD, 2021) after the C-51 Reservoir, Phase 1 offset becomes available:

- Peele-Dixie is 5,475 MGY, or 15 MGD
- Prospect is 16,948 MGY, or 46.43 MGD
- Total from both wellfields is limited to 20,276 MGY, or 55.55 MGD

Note that the individual wellfield allocations do not equal the total permitted withdrawal allocation for the Biscayne aquifer. Although the total Biscayne aquifer withdrawal allocation is limited to 55.55 mgd (annual average), the higher individual wellfield allocations provide the City with operational flexibility. Demands more than the above annual (MGY) amounts would be met via conservation and alternative water supplies.

6.7 C-51 Reservoir Project

The C-51 Reservoir, owned and operated by Palm Beach Aggregates (PBA), is an alternative water supply project in South Florida designed to support the Lower East Coast (LEC) Utilities in meeting long-term water demands while protecting the Everglades and other sensitive ecosystems. Developed in response to the 2007 Regional Water Availability Rule, the reservoir aims to store excess stormwater during wet seasons for use during dry periods. The project is planned in two phases, with a total storage capacity of 62,000 acre-feet. Phase 1 (operational as of April 2024) provides 16,000 acre-feet, and Phase 2 (if implemented) would add 46,000 acre-feet. The reservoir connects to the L-8 Reservoir and is integrated into the SFWMD Regional System. It offers a cost-effective and environmentally sustainable alternative to other water supply methods like desalination or reverse osmosis. Participating utilities can use the reservoir to replace or supplement existing water supply projects, enhancing regional water security and resilience.

The C-51 Reservoir, Phase 1, has been fully allocated via executed agreements with the following utilities:

- Broward County South Regional: 3 mgd
- Broward District 1: 1 mgd
- Broward North Regional: 2 mgd

[8] The SFWMD specifies withdrawal limits as an annual allocation and a maximum monthly limit. The SFWMD has not provided any Biscayne aquifer withdrawal limits to the City in terms of maximum daily limits. Therefore, the values in millions of gallons per day (MGD) shown above are not raw water withdrawal limits and are included solely for reference.

- Dania Beach (via South Regional): 1 mgd
- Fort Lauderdale: 3 mgd
- Hallandale Beach (via South Regional): 1 mgd
- Margate: 2 mgd
- Miami-Dade: 15 mgd
- Pompano Beach: 2 mgd
- Sunrise: 5 mgd

The City executed a Capacity Allocation Agreement (CAA) with PBA on December 23, 2019, for 3 MGD. The City paid a one-time capital cost of $13,800,000. Additionally, it pays a variable annual operations and maintenance cost. The first-year operations and maintenance cost, paid in September 2024, was $116,000.

To access the water, the City requests a release of water from the SFWMD in writing. The SFWMD then evaluates if the request can be met through system storage or whether a release of water from the C-51 reservoir is required into the reginal canal network to meet combined requests from the participating utilities.

6.8 Regional Climate Action Plan

The City of Fort Lauderdale participates in the Southeast Florida Regional Climate Change Compact. The Compact is a collaborative regional effort to address climate change. Compact members are actively involved in implementing the Compact's goals and strategies. These goals and strategies are documented in the Regional Climate Action Plan (RCAP). The RCAP has been updated over the years. The most recent update was issued in 2022 titled "Climate Action Plan 3.0".

The RCAP aims to develop and apply water management strategies and infrastructure improvements, alongside conservation and alternative supply efforts, to mitigate climate change impacts, including sea level rise, on water resources. The RCAP includes 17 specific water supply recommendations. Table 6-2 presents the water supply related recommendations from the 2022 Climate Action Plan 3.0 document (Southeast Florida Regional Climate Change Compact, 2022). It is the City's policy to implement these recommendations.

Table 6-2: Water Supply Recommendations from the 2022 Climate Action Plan

Item	Recommendations
WS-1	Practice integrated water resources management and planning.
WS-2	Foster innovation, development and exchange of ideas for managing water.
WS-3	Foster scientific research for water resource management.
WS-4	Coordinate innovative regional investments in water management technologies.

Table 6-2: Water Supply Recommendations from the 2022 Climate Action Plan

Item	Recommendations
WS-5	Expand the use of green infrastructure/nature-based and net zero solutions in water management.
WS-6	Ensure consistency in water resource scenarios used for policy and planning consideration of future climate conditions.
WS-7	Assess the potential of climate impacts on water infrastructure.
WS-8	Modernize infrastructure development standards in the region.
WS-9	Address the resilience of the regional flood control system.
WS-10	Integrate combined surface and groundwater impacts into the evaluation of at-risk infrastructure and the prioritization of adaptation improvements.
WS-11	Implement strategies and capital projects to increase adaptive and resilient water infrastructure, and improve water quality.
WS-12	Phase out septic systems where appropriate to protect public health and water quality.
WS-13	Coordinate saltwater intrusion mapping across Southeast Florida.
WS-14	Develop a spatial database of resilience projects for water infrastructure.
WS-15	Support the Comprehensive Everglades Restoration Plan (CERP).
WS-16	Expand regional surface water storage.
WS-17	Expand information and engagement with property owners to support adaptation on private property to contend with increased flooding and higher groundwater.

Source: (Southeast Florida Regional Climate Change Compact, 2022)

6.9 Central and Southern Florida Flood Resiliency Study

With the support from the Florida Department of Environmental Protection (FDEP), Broward County, Miami-Dade County, and other local partners, SFWMD and USACE have been working to finalize the Reach A Central and Southern Florida (C&SF) Flood Resiliency Study scope (SFWMD, 2025a). An overall integrated strategy has been developed, and it will allow the project teams to pursue parallel efforts for each of the four original C&SF Flood Resiliency Study planning reaches. This integrated strategy allows the partners to advance these urgent feasibility assessments at a faster pace, and maintain consistency in scenario formulation, study assumptions, and regional planning standards.

SFWMD is advancing a feasibility assessment and initial engineering designs on C&SF coastal water control structures in portions of Broward County, Florida, respective to the Reach A of the C&SF Flood Resiliency Study. SFWMD will be utilizing Section 203 of the Water Resources Development Act (WRDA) of 1986, as amended, to advance the flood risk management study with support from FDEP and Broward County, and technical assistance from USACE, aiming for inclusion in the Water Resource Development Act (WRDA) 2026. The SFWMD maintains an information portal at the following link: Central and Southern Florida Flood Resiliency Study Broward Basins.

6.10 Lake Okeechobee Surface Water Allocation Limitations

Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area Restricted Allocation Area (RAA) criteria. In 2008, the SFWMD adopted RAA criteria for the Lake Okeechobee Service Area as part of the Minimum Flow and Minimum Water Level (MFL) recovery strategy for Lake Okeechobee. The criteria limit allocations from Lake Okeechobee and integrated conveyance systems hydraulically connected to the lake to base condition water uses that occurred from April 1, 2001 to January 1, 2008. After adoption of the RAA, all irrigation users in the Lake Okeechobee Service Area were required to renew their water use permits (SFWMD, 2018a).

In 2007, the SFWMD adopted the LEC Regional Water Availability criteria to prohibit increases in surface water and groundwater withdrawn from the North Palm Beach County/Loxahatchee River Watershed Waterbodies and Lower East Coast Everglades Waterbodies above base condition water uses permitted as of April 1, 2006. This also includes canals that are connected to and receive water from these water bodies. New direct surface water withdrawals are prohibited from the Everglades and Loxahatchee River watersheds and from the integrated conveyance systems. These criteria are components of the MFL recovery strategies for the Everglades and the Northwest Fork of the Loxahatchee River (SFWMD, 2018a). The City is not directly impacted by the Lake Okeechobee surface water allocation limitations.

6.11 Lake Okeechobee System Operating Manual (LOSOM)

The Lake Okeechobee System Operating Manual (LOSOM) is the updated water management plan developed by the U.S. Army Corps of Engineers (USACE) to replace the 2008 Lake Okeechobee Regulation Schedule (LORS08). LOSOM was designed to reflect the improved safety of the Herbert Hoover Dike and to better balance the needs of South Florida's communities, ecosystems, and water users. Developed over five years with input from more than 50 stakeholder groups, LOSOM emphasizes system-wide benefits, including reducing harmful discharges to estuaries, improving water supply reliability, and enhancing environmental conditions. It allows for more flexible, real-time decision-making based on current conditions and promotes collaboration between federal agencies and local stakeholders. LOSOM also supports the goals of the Comprehensive Everglades Restoration Plan (CERP) by enabling more water to flow south into the Everglades. LOSOM went into effect as of August 12, 2024, and the Jacksonville District of the USACE implements the plan. A copy of the LOSOM plan is available at this link: 2024 LOSOM Water Control Plan. The USACE maintains a LOSOM information website at this link: USACE LOSOM Webpage.

If Lake Okeechobee's level drops below Zone D, the system enters the Water Shortage Management Band, which can trigger restrictions on water use (SFWMD, 2025b). This could reduce the amount of water available to recharge the Biscayne Aquifer, the City of Fort Lauderdale's primary drinking water source. The City closely coordinates with the SFWMD to prepare for water supply restrictions during periods of limited rainfall.

6.12 Broward County Water Preserve Areas (BCWPA) Project

The BCWPA Project is a key component of the CERP. Its primary goals are to:

- Reduce seepage loss from Water Conservation Areas (WCA-3A/3B) to the C-11 and C-9 basins.
- Capture, store, and distribute surface water runoff from the western C-11 Basin that would otherwise be discharged into WCA-3A/3B.

Key project components are as follows:

- C-11 Impoundment – Stores runoff from the C-11 Basin and reduces discharges into WCA-3A.
- C-9 Impoundment – Captures runoff from the C-9 Basin and overflow from the C-11 Impoundment.
- WCA-3A/3B Seepage Management Area – A buffer zone to reduce seepage and improve water management.

The expected environmental and operational benefits to the region of this project are as follows:

- Reduces phosphorus loading to WCA-3A.
- Captures stormwater otherwise lost to tide.
- Enhances flood protection, groundwater recharge, and wetland restoration.
- Supports threatened and endangered species and improves hydroperiods in the Everglades.

The project was authorized by Congress in 2014, and construction is ongoing, with several components in various stages of design and implementation. The USACE maintains an information website on project status at this link: Broward County Water Preserve Areas. This regional project has no direct water supply impact on the City of Fort Lauderdale.

6.13 Expanded Use of Reclaimed Water to Meet Future Water Supply Demands

The City's Sewer System service area is in a critical water supply area, as designated by the SFWMD. As such, FAC Section 62-40.416 requires a reasonable amount of reuse of reclaimed water unless it is not economically, environmentally, or technically feasible. Section 403.064 of the Florida Statutes also requires domestic wastewater treatment plant permit applicants in a critical water supply problem area to submit a reuse feasibility study as part of their permit applications. Reuse feasibility studies were completed in 1994, 2008, 2012 for the City. Reclaimed water projects have been deemed non-economical. The City plans to continue to assess reclaimed water opportunities that are beneficial to the community as needed.

6.14 East Coast Floridan Model

The SFWMD developed the East Coast Floridan Model (ECFM) which is a peer-reviewed, calibrated regional Floridan aquifer system groundwater model. The ECFM is a density-dependent groundwater flow and solute transport model covering the Upper East Coast and Lower East Coast planning areas of the SFWMD. The ECFM simulates regional groundwater levels, flows, and quality changes (total dissolved solids) in the Floridan aquifer in response to withdrawals. The model was designed with seven layers as illustrated in 6-4. The Upper Floridan Aquifer (UFA) and Avon Park Permeable Zone (APPZ) are the two layers used as water supply sources in the Lower East Coast Planning Area.

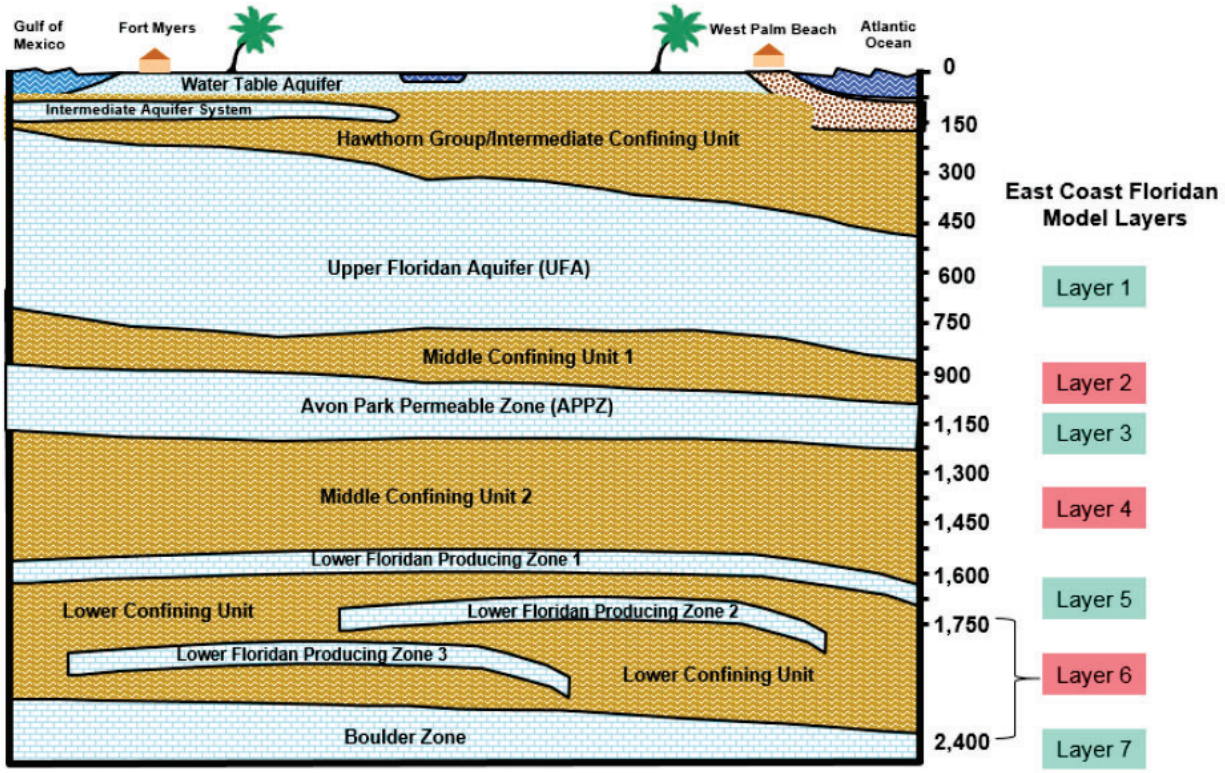


Figure 6-4: East Coast Floridan Model Layers

Adapted from South Florida Water Management District Lower East Coast Water Supply Plan 2018 Update Figure D-52

The 2023-2024 LEC Plan Update page E-7 asserts that the ECFM findings presented in the 2018 LEC Plan Update remain valid. Key ECFM findings presented in the 2018 LEC Plan Update are summarized below (SFWMD, 2018a).

- The model predicted stable total dissolved solids (TDS) of 6,000 to 8,000-mg/L in the UFA in the vicinity of the Dixie Wellfield from 2016 through 2040.
- The model predicted that TDS in the APPZ in the vicinity of the Dixie Wellfield would increase from 8,000-mg/L to approximately 9,000-mg/L from 2016 to 2040.

- The model predicts that the UFA ground water elevation would drop from approximately 40-ft National Geodetic Vertical Datum of 1929 (NGVD-29) to approximately 35-ft NGVD-29 in the vicinity of the Dixie Wellfield from 2016 to 2040.
- The model predicts that the APPZ ground water elevation would drop from approximately 45-ft NGVD-29 to approximately 40-ft NGVD-29 in the vicinity of the Dixie Wellfield from 2016 to 2040.
- The most significant TDS increase predicted by the modeling was at the South Miami Heights wellfield in Miami-Dade; the model predicted a 2,900-mg/L increase in TDS in the UFA.

While the modeling did not predict significant water quality degradation, the regional nature of the model limits the ability to account for specific wellfield operations used by utilities. Certain utilities have experienced significant water quality degradation in its Floridan Aquifer wells. For example, the Palm Beach County Utilities Department Western Regional Floridan Aquifer wells "TP-1" and "PW-6" had chloride increase from 1,600-mg/L to nearly 5,000-mg/L over a two-year period. Construction of additional wells and subsequent reductions in individual well pumping rates reducing the interference between wells resulted in distributing aquifer stress. Within two years the chloride concentration in "PW-6" decreased to 3,500-mg/L and remained steady. The chloride concentration has continued to increase in "TP-1", exceeding 6,000-mg/L in 2018 (SFWMD, 2018a).

To avoid undesirable changes in Floridan aquifer water quality, it is critical that the wellfield be designed and operated to minimize the risk of upconing (vertical migration) of lower quality water from lower depths into the production zone. Suggested wellfield design and operating protocols to minimize the risk of upconing are described in the subsection.

6.15 Conclusions of the ECFM May Not Represent the Actual Risk of Future Water Quality Degradation

The conclusions of the ECFM prepared for the 2018 LEC Plan Update were based on Floridan aquifer withdrawals in year 2016 of 65-mgd and year 2040 of 146-mgd (SFWMD, 2018a). The SFWMD indicated that the Floridan aquifer withdrawal allocation is 212-mgd (SFWMD, 2018b). Hence, the model results presented in the 2018 LEC Plan Update do not include 66-mgd of potential Floridan aquifer withdrawals. If the 212-mgd of Floridan aquifer withdrawal allocation is fully realized it may result in increased Floridan aquifer water quality degradation and reduced water elevation with resultant risk of upward movement of lower quality water over the long-term.

It is recommended that the City continue to support all efforts to produce refined modeling results going forward along with regulatory policy to restrict Floridan aquifer withdrawals to protect utilities that invest in this resource from unexpected water quality changes. Additionally, it is recommended that the City support all efforts in collection of additional Floridan aquifer well construction, aquifer test and lithologic data from new and existing Floridan wells for the SFWMD to use in future refinements of its ECFM.

6.16 Vertical Collapse Feature Risk

Vertical collapse features (VCFs) are geologic structures that form when overlying rock or sediment collapses into a void or weakened zone below. In the context of carbonate aquifers like the Floridan, these voids often result from dissolution of limestone or dolostone, a process known as karstification. VCFs might allow high salinity water from lower depths, such as the Boulder Zone, to migrate vertically into upper levels the aquifer, such as the UFA (Cunningham, et al., 2018).

VCFs are often narrow and deep, making them hard to identify without advanced geophysical tools like seismic stratigraphy. While the USGS has applied seismic stratigraphic mapping in parts of Broward County, a comprehensive regional assessment of VCFs is lacking. The risk that VCFs pose to Floridan aquifer water supply development projects is undefined. It is recommended that the support efforts to better define this risk on a regional basis. Furthermore, the City should consider this potential risk factor if it plans development of the Floridan aquifer as a water supply.

6.17 Wellfield Management to Prevent Undesirable Changes in Floridan Aquifer Water Quality

Demand currently does not require the City to implement an alternative water supply. If future demand projections due to increased population growth warrants an alternative water supply, the City might choose to implement treatment of the Floridan aquifer. Using the Floridan aquifer requires careful design and wellfield management to prevent undesirable changes in water quality.

Several Floridan aquifer wellfields in the LEC Planning Area have experienced some water quality degradation. The SFWMD asserts that water quality degradation risks can be managed by utilities through appropriate wellfield design and operating protocols. The SFWMD recommended the following risk reduction strategies (SFWMD, 2018a):

1. Increasing well spacing between wells to more than 1,000 feet to minimize interference effects and to reduce stress on the Floridan aquifer.
2. Rotating the operation of individual wells, thereby reducing overall pumping stress on the well's production zone.
3. Plugging and abandoning individual wells experiencing increases in chloride concentration and replacing them with new wells elsewhere within the wellfield area.
4. Reducing pumping rates at individual wells to minimize water level declines, which increases the potential for poor-quality water to enter the well's production zone from below (i.e., upconing).
5. Installing monitor wells to provide early warning of the need for changes to wellfield operations to minimize upconing or lateral movement of poor-quality water.
6. Utilities should use an incremental approach to install and test production wells due to geologic variability within the Floridan aquifer. Wellfields should be designed and monitored to prevent over-stressing production zones and to minimize changes in water quality.

7. Public water supply utilities developing Floridan aquifer sources are encouraged to share water quality, water level, and hydrologic data to increase understanding of the FAS and improve regional groundwater models.

8. The SFWMD should continue to use the ECFM to address regional resource questions. Refinements to and recalibration of the model should be made as new data becomes available.

9. Floridan aquifer users and SFWMD staff should evaluate the effects of water quality degradation and coordinate on related permitting, modeling, and planning strategies to maintain the viability of the Floridan aquifer as a water supply source.

The SFMWD used the ECFM for the 2018 LEC Plan Update. Based on this modeling, SFWMD concluded that increased utilization of the FAS will tend to increase the risk of water quality degradation. However, the 2018 LEC Plan Update noted that "…water quality should remain adequate for all users with RO treatment…" (SFWMD, 2018a).

The City has long recognized the risks of changes in water quality and quantity in the Floridan aquifer. The City's planning documents recommended addressing this risk through the following design features (Hazen and Sawyer, 2008b):

1. Design the RO system to treat water with a TDS up to approximately 8,000-mg/L and chloride concentration of 4,300-mg/L

2. Size the skids to allow for installation of future pressure vessels to decrease flux rate

3. Size variable frequency drives and main electrical feed for higher feed pump pressure, but only install the motor horsepower initially required

4. Size feed pump can for additional pump stage, but only add it if required later

5. Install piping and valves at higher pressure rating

6. Design the energy recovery turbine for a compromise that optimizes boost over most of the operating range at the expense of performance at the extremes of feed water salinity

7. Select wellfield pumps and size wellfield power facilities to suit the horsepower requirements of the future estimated salinity and total dissolved solids

The City will monitor the issue of Floridan aquifer water quality degradation and factor this risk into its investment decision making process relative to alternative water supply opportunities.

7. Goals, Objectives and Policies

7.1 Introduction

The City of Fort Lauderdale Comprehensive Plan addresses the needs and aspirations of the community. This has tremendous implications regarding the importance of community input in the development and implementation of the Comprehensive Plan.

The Comprehensive Plan also plays a significant role within Florida's growth management system. The Comprehensive Plan is required to be consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), and to be consistent with the Regional and County Comprehensive Plans. In short, the Comprehensive Plan provides a critical link between the City of Fort Lauderdale, State of Florida, Regional, and Broward County plans. The Comprehensive Plan establishes long-term direction of goals as well as short-term objectives and policies to guide implementation efforts.

The City of Fort Lauderdale's comprehensive plan goals, objectives, and policies (GOPs) relevant to water supply have been reviewed and are consistent with the 10-year Water Supply Facilities Work Plan 2025 Update.

7.2 Intergovernmental Coordination

7.2.1 Introduction

This subsection describes the City's intergovernmental coordination activities with the jurisdictions outside of the City of Fort Lauderdale that it supplies with finished water. Additionally, this subsection describes City coordination activities relative to long-range water supply planning with the SFWMD.

7.2.2 The City of Fort Lauderdale Actively Coordinates With the Agencies it Supplies With Finished Water

The City of Fort Lauderdale coordinates with the agencies it supplies with finished water on many levels. Examples of coordination between the City of Fort Lauderdale and its bulk finished water customers follows:

- The City of Fort Lauderdale oversees wholesale water consumption by conducting monthly meetings with users and generating monthly reports.
- The City of Fort Lauderdale maintains agreements with all its customers within its service area. The agreements with certain bulk finished water customers require periodic coordination by each party to the agreement to review issues related to water quality, quantity and technological advancements relevant to each party.

- The City's agreements with its bulk finished water customers require the bulk customers to coordinate with the City of Fort Lauderdale in advance of allowing developments to connect that are estimated to consume more than 100,000 gallons of water per day.
- The City coordinates with its bulk finished water customers on a monthly basis for billing for water purchases.
- The Environmental Laboratory of the City's Utilities Division collaborates with its clients to conduct water quality sampling and analyses for specific utilities receiving its water services.
- The City's Utilities Division provides operational coordination with its bulk finished water customers on an as-needed basis to ensure effective delivery of water
- The City leads the development of financial analyses to establish water rate adjustments and coordinates the acceptance of these adjustments with its customers.
- The bulk finished water customers that are supplied with water by the City of Fort Lauderdale own and operate their water distribution pipe network. The City of Fort Lauderdale assists these utilities on an as-requested basis.

7.2.3 Need for Additional Coordination Activities

Historically, there has been little need for additional coordination activities (beyond those described above) with the City's bulk finished water customers relative to planning future water supply. As the City's agreements with its bulk customers near expiration, the City may include requirements for additional coordination activities if the City determines it is needed for planning purposes.

7.2.4 The City of Fort Lauderdale Actively Coordinates with the SFWMD During LEC Plan Updates

Since 2017 the City of Fort Lauderdale's Assistant Public Works Director – Utilities, Environmental Compliance Supervisor and the Environmental Resource Supervisor have been responsible for coordinating with the SFWMD relative to the LEC Plan Update. These City personnel participated in workshops with the SFWMD during the LEC Plan Update development. Additionally, these City personnel are responsible for providing responses to the SFWMD's requests for information related to the LEC Plan Update.

8. References

Arcadis. (2024). *Basis of Design Report High Service Pumping Station.*

Broward County. (2023). *Broward County Code Appeals.* Retrieved May 22, 2025, from https://www.broward.org/CodeAppeals/Pages/AmendmentsInterpretations.aspx: https://www.broward.org/CodeAppeals/Documents/FBC%20%282023%29%20Plumbing%20Technical%20Amendments%2c%208th%20Edition.pdf

Carollo. (2019). *Granular Activated Carbon Pilot and Plant Evaluation at the Fiveash Water Plant.*

CDM. (2008). *Feasibility Study for the Implementation of Selected Reclaimed Water Projects with the City of Fort Lauderdale.*

City of Fort Lauderdale. (2011). *Sustainability Action Plan Update 2011.* Retrieved May 23, 2025, from https://www.fortlauderdale.gov/home/showpublisheddocument/5733/635507794830470000

City of Fort Lauderdale. (2019, June 19). *Fast Forward Fort Lauderdale 2035.* Retrieved June 14, 2019, from https://www.fortlauderdale.gov/home/showdocument?id=4202

City of Fort Lauderdale. (2020a). *Fort Lauderdale Comprehensive Plan (Adopted 2020).* Retrieved May 5, 2025, from fortlauderdale.gov: https://www.fortlauderdale.gov/home/showpublisheddocument/78426/638331563254800000

City of Fort Lauderdale. (2020b). *Downtown Master Plan.* Retrieved May 19, 2025, from https://www.fortlauderdale.gov/home/showpublisheddocument/4029/637435442763130000

City of Fort Lauderdale. (2021). Two Day per Week Irrigation Ordinance. Retrieved May 21, 2025, from https://library.municode.com/fl/fort_lauderdale/ordinances/code_of_ordinances?nodeId=1124066

City of Fort Lauderdale. (2023). Interlocal Agreement Broward County and Fort Lauderdale for Cost Sharing Support of USGS Project for "Evaluation of Changes to the Salinity Distribution Within the Surficial Aquifer Under Projected Future Hydrologic Conditions, Broward County, Florida".

City of Fort Lauderdale. (2025a). *2024 Annual Saltwater Intrusion Monitoring Report.*

City of Fort Lauderdale. (2025b). *Fort Lauderdale Net Zero Plan.* Retrieved May 24, 2025, from https://www.netzeroftl.com/pdfs/NZ_FTL_Net_Zero_Plan_2024_02042025_update_small.pdf

City of Fort Lauderdale. (2025c, June 20). *Press Play Fort Lauderdale Strategic Plan: Our City, Our Strategic Plan 2029.* Retrieved May 23, 2025, from https://www.fortlauderdale.gov/home/showpublisheddocument/80464/638434332330330000

City of Fort Lauderdale. (2025d). *SALT report data 2024.xlsx.*

Committee of the Great Lakes-Upper Mississippi River Board of State Sanitary Engineers. (2022). *Recommended Standards for Water Works.*

Cunningham, K. J., Kluesner, J. W., Westcott, R. L., Robinson, E., Cameron, C., & Khan, S. A. (2018). *Sequence Stratigraphy, Seismic Stratigraphy, and Seismic Structures of the Lower Intermediate Confining Unit and Most of the Floridan Aquifer System, Broward County, Florida.* U.S. Geological Survey Scientific Investigations Report 2017–5109, 71 p. Retrieved May 25, 2025, from https://doi.org/10.3133/sir20175109

Florida Department of Business and Professional Regulation. (2023). *Florida Building Code.* Retrieved May 22, 2025, from https://codes.iccsafe.org/codes/florida: https://codes.iccsafe.org/content/FLPC2023P1

Hazen and Sawyer. (2008a). *Floridan Aquifer Conceptual Plan for the Dixie Wellfield.*

Hazen and Sawyer. (2008b). *Peele-Dixie Reverse Osmosis Basis of Design Report.*

Reiss Engineering. (2017). *City of Fort Lauderdale Comprehensive Utility Strategic Master Plan.*

SFWMD. (2014). *Mandatory Year-Round Landscape Irrigation Conservation Measures Chapter 40E-24, F.A.C.* Retrieved May 20, 2025, from https://www.sfwmd.gov/sites/default/files/documents/40e_24_final_rule_text_yrlicm_3_15_2010.pdf

SFWMD. (2018a). *2018 Lower East Coast Water Supply Plan Update - Planning Document.*

SFWMD. (2018b). *East Coast Floridan Model Overview and Results Lower East Coast Planning Region*.

SFWMD. (2021). *Water Use Permit No. 06-00123-W Staff Report, Application No. 200903-2.*

SFWMD. (2022). *Applicant's Handbook for Water Use Permit Applications.* Retrieved June 1, 2025, from https://www.sfwmd.gov/sites/default/files/documents/wu_applicants_handbook.pdf

SFWMD. (2024a). *2023-2024 Lower East Coast Water Supply Plan Update.* Retrieved 2024, from https://www.sfwmd.gov/our-work/water-supply/lower-east-coast

SFWMD. (2024b). Broward County Estimated Position of the Saltwater Interface 2024. Retrieved April 2, 2025, from https://www.sfwmd.gov/sites/default/files/documents/Broward_Isochlor_2024.pdf

SFWMD. (2025a). *Central and Southern Florida Flood Resiliency Study*. Retrieved May 31, 2025, from https://www.sfwmd.gov/our-work/central-and-southern-florida-flood-resiliency-study

SFWMD. (2025b). *LOSOM Technical Summary April 7, 2025.* Retrieved May 26, 2025, from https://www.sfwmd.gov/sites/default/files/documents/LOSOM_outlook_04082025.pdf

Southeast Florida Regional Climate Change Compact. (2019). *Unified Sea Level Rise Projection 2019 Update.* Retrieved from https://southeastfloridaclimatecompact.org/wp-content/uploads/2023/10/2019-sea-level-projections.pdf

Southeast Florida Regional Climate Change Compact. (2022, June 19). *Regional Climate Action Plan 3.0.* Retrieved May 26, 2025, from https://southeastfloridaclimatecompact.org/wp-content/uploads/2023/10/SEFL_RCAP3_Final.1.pdf

Southeast Florida Regional Climate Change Compact. (2024). *2024 Statement of Continued Use of the 2019 Southeast Florida Regionally Unified Sea Level Rise Projection.* Retrieved May 26, 2025, from https://southeastfloridaclimatecompact.org/wp-content/uploads/2024/12/2024-SLR-Statement_120924_FINAL.pdf

Exhibit 1

Water Supply Agreements

Agreement
Town of Davie

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#22-1038**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: November 15, 2022

TITLE: Resolution Approving Agreement for Sale of Potable Water between the City of Fort Lauderdale and the Town of Davie - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission adopt a resolution approving the Agreement for Sale of Potable Water between the City of Fort Lauderdale and the Town of Davie for 25 years beginning November 1, 2022.

Background

The City of Fort Lauderdale has sold potable water to the Town of Davie since 1987.

The new agreement was approved by the Town of Davie at their October 19, 2022 Town Council Meeting.

Resource Impact

In FY 2022, the City billed the Town of Davie $298,000 for potable water. The amount will vary based on actual usage and changes in the City's water rate structure.

Strategic Connections

This item supports the Press Play Fort Lauderdale 2024 Strategic Plan, specifically advancing:

- The Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are United.

Attachments

Exhibit 1 - Town of Davie Resolution
Exhibit 2 - Agreement for Sale of Potable Water

Prepared by:	Susan Grant, Assistant City Manager/Director of Finance Friseta Davis, Sr. Admin Assistant, Finance Matthew Eaton, Sr. Admin Assistant, Finance
Department Director:	Susan Grant, Finance Alan Dodd, Public Works

RESOLUTION NO. R 2022-196

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE AGREEMENT WITH THE CITY OF FORT LAUDERDALE FOR THE SALE OF POTABLE WATER TO BE USED IN THE TOWN OF DAVIE'S WATER DISTRIBUTION SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale and the Town of Davie entered into a thirty-year agreement in 1987 for the sale of potable water to be used in the Town of Davie's water distribution system;

WHEREAS, the Town Council for the Town of Davie, at its meeting on May 6, 1987, authorized the entrance into an Agreement with the City of Fort Lauderdale to purchase potable water from the City of Fort Lauderdale via R-87-94;

WHEREAS, the City Commission of the City of Fort Lauderdale, at its meeting on September 9, 1987, authorized the entrance into an Agreement with the Town of Davie to sell its potable water to the Town of Davie via R-87-229;

WHEREAS, the City of Fort Lauderdale is able to continue to provide service to the Town of Davie due its ownership and operation of a municipal public water supply;

WHEREAS, the Town of Davie is able to continue purchasing the potable water from the City of Fort Lauderdale due to its ownership and operation of a water distribution system; and

WHEREAS, both parties are desirous to continue their relationship and enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town Council of the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. Agreement Approval. The Town Council of the Town of Davie hereby approves the attached agreement and authorizes the Mayor to execute the Agreement with the City of Fort Lauderdale, attached as Exhibit "A".

Section 3. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19th DAY OF OCTOBER, 2022.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 19th DAY OF OCTOBER, 2022.

Approved as to Form and Legality:

TOWN ATTORNEY

AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this 19 day of October, 2022, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, herein called the "Seller,"

and

TOWN OF DAVIE, a municipal corporation of the State of Florida, herein called the 'Consumer," collectively "Parties."

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1987 for the provision of potable water from Seller to Consumer; and

WHEREAS, pursuant to R-87-94, adopted at its meeting of May 6, 1987, the Town Council of the Town of Davie authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 87-229, adopted at its meeting of September 9, 1987, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers upon terms mutually agreeable;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Beginning November 01, 2022, and continuing for a period of twenty-five years (25) thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein. The Agreement may be extended for an additional two (2) five-year terms. Each party shall notify the other regarding intention to extend or not extend two years prior to the expiration date of the Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described in the Town of Davie corporate limits as they may amended from time to time.

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the service area boundaries so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the service area boundaries except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the service areas. Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain with the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arrange for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the test whenever possible. If such test shows that the master meter has been over-registering by more than two

percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. Water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale.

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer's non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits, or other data, as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

14. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses and expenses, including, but not limited to, damages to persons or property, judgments and attorneys' fees, arising out of and in connection with this Agreement.

16. This Agreement supersedes the previous agreement between the Parties dated February 1, 1987. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

17. This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

18. If at any time during this Agreement Consumer sells all or a portion of its utility system then this Agreement shall be binding upon Consumers Successor. Consumers Successor shall have the option to terminate this Agreement, no later than five years after taking over this Agreement, upon written notice to Seller. The written notice shall provide twelve-month notice. If Consumers Successor fails to terminate this Agreement within five years of taking over this Agreement, then Consumers Successor shall waive this termination clause.

19. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

20. PUBLIC RECORDS

IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, E-MAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSUMER shall:

1. Keep and maintain public records required by the City of Fort Lauderdale ("City") in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consumer does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consumer or keep and maintain public records required by the City to perform the service. If the Consumer transfers all public records to the City upon completion of this Agreement, the Consumer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consumer keeps and maintains public records upon completion of this Agreement, the Consumer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

SELLER

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
GREG CHAVARRIA
City Manager

_____ day of _____, 2022

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONSUMER

TOWN OF DAVIE, a municipal corporation

By: _____
Mayor

(CORPORATE SEAL)

ATTEST:

By: _____
Town Clerk

TOWN OF DAVIE CORPORATE SEAL BROWARD COUNTY FLORIDA 1961

Approved as to Legal Form:

By: _____
Town Attorney

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE TOWN OF DAVIE FOR THE SALE OF POTABLE WATER, SUBJECT TO MUTUALLY AGREED UPON TERMS AND CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("City") and the Town of Davie ("Town") entered into a 30-year agreement in 1987 for the provision of potable water; and

WHEREAS, pursuant to Resolution No. 87-229, adopted at its meeting of September 9, 1987, the City Commission of the City of Fort Lauderdale authorized the proper officials to enter into an agreement for the sale of potable water; and

WHEREAS, the City and Town desire to continue the relationship for a period of twenty-five (25) years; and

WHEREAS, the Town at its October 19, 2022 Town Council Meeting approved the agreement pursuant to Resolution No. R2022-196; and

WHEREAS, the City owns and operates a potable water producing and distribution facility and is in a position to serve the needs of the Town, subject to certain terms and conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the Agreement for Sale of Potable Water with the Town of Davie for a period of twenty-five (25) years, subject to certain mutually agreeable terms and conditions.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, authorizes the City Manager to execute the Agreement for Sale of Potable Water with the Town of Davie.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

SECTION 4. That this Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED this _____ day of _____, 2022.

_____
Mayor
DEAN J. TRANTALIS

ATTEST:

_____
City Clerk
DAVID R. SOLOMAN

Dean J. Trantalis	_____
Steven Glassman	_____
_____	_____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney
ALAIN E. BOILEAU

Agreement
Lauderdale by the Sea

DOCUMENT ROUTING FORM R 5-23-08 F

NAME OF DOCUMENT: **PURCHASE AGREEMENT FOR WATER DISTRIBUTION SYSTEM WITH LAUDERDALE BY THE SEA.**

Approved at Commission Meeting on May 6, 2008 CAR# 08-0545

ITEM: ☐ M - 12 ☐ PH - ____ ☐ O - ____ ☐ CR - ____ ☐ R____

Routing Origin: ☒ CITY ATTORNEY'S OFFICE: ☐ ENGINEERING ☐ COMMUNITY DEV.

☐ OTHER _____

Also attached: ☒ copy of CAR ☒copy of document ☒ ACM Form☐ #_____ originals

By: MAS forwarded to: **JULIE LEONARD, ASST. UTILITIES DIR. OPS** JL
Initials

1.) Approved as to Content: Albert J Carbon
Department Director

2.) Approved as to Funds Available: by _____ Date: 5/12/08
Finance Director

Amount Required by Contract/Agreement $ 350,000. Funding Source: _____

Dept./Div. PW/UTILITIES Ops Index/Sub-object 6599 Project # P11397.4154

3.) City Attorney's Office: Approved as to Form:#_2_ Originals to City Mgr. By: MAS

Harry A. Stewart	____	Sharon Miller	____	Robert B. Dunckel	____
Ginger Wald	____	Cindy Bortman	____	Paul G. Bangel	____
Carrie Sarver	____	DJ Williams-Persad	____	**Victoria Minard**	_X_

4.) Approved as to content: Assistant City Manager:

By: _____ By: Stephen Scott
Kathleen Gunn, Assistant City Manager Stephen Scott, Assistant City Manager

5.) City Manager: Please sign as indicated and forward :#_2___ originals to Mayor.

6.) Mayor: Please sign as indicated and forward :#_2___ originals to Clerk.

7.) To City Clerk for attestation and City seal. 5-23-08
Return 1 original to Meredith to Record w/BC

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: ~~retains~~ one original document and forwards _1_original documents to **JULIE LEONARD, ASST. UTILITIES DIR. OPS** - for LBTS

☒ Copy of document to **_MEREDITH-CAO_** ☒Original Route form to **MEREDITH - CAO_**

☐ Attach ____ certified copies of Reso. #_____ ☐Fill-in date _____

L:\AGENDA\2007-2008 LBTS.doc 05/07/08

COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 05-06-2008 **AGENDA ITEM:** M-12

COMMISSION REPORT NO: 08-0545

PREPARED BY:

DEPT: Public Works

DEPARTMENT DIRECTOR'S SIGNATURE

Julie Leonard, Assistant Utilities Services Director - Operations 954-828-7802

AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

CITY MANAGER'S SIGNATURE

TITLE 1: PURCHASE AGREEMENT - WATER DISTRIBUTION SYSTEM - $350,000

TITLE 2: TOWN OF LAUDERDALE-BY-THE-SEA

SUBJECT:

A motion authorizing the proper City Officials to execute an agreement with Town of Lauderdale-by-the-Sea for City purchase of Lauderdale-By-The-Sea water distribution system - $350,000.

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

Motion to approve.

- (•) **REGULAR AGENDA**
  - (•) Motion
  - ( ) Public Hearing
  - ( ) Resolution
  - ( ) Purchase
  - ( ) Consent Resolution
  - ( ) Motion for Discussion
  - ( ) Ordinance
  - ( ) Presentation
  - ( ) Citizen Presentation
- ( ) **CONFERENCE**
  - ( ) Old/New Business
  - ( ) Exec Closed Door
  - ( ) Conference Reports
  - ( ) Advisory Boards
  - ( ) City Commission Reports
  - ( ) City Manager Reports

Public Notice Advertised:

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

Transfer $350,000 from P11397.454-6599 Water and Sewer Fund Recap, to P11397.454-6[illegible], all in Fund 454 Subfund 01.

FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO:

TRANSACTION TYPE:

BIDS SOLICITED/RECEIVED:

WBE:

LATE BID:

MBE:

NO BID:

Vendor:

Amount:

Details:

Procurement Recommendation:

Description of Exhibits:

1. Background Information	2. Memorandum 08-065	3.
4.	5.	6.
7.	8.	9.

EXHIBITS: AVAILABLE VIA HARDCOPY: **Exhibit #s:**

PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)

BACKGROUND/DETAIL:

See background information attached as Exhibit 1.

A copy of Commission memorandum 08-065 - Purchase of Water Distribution System is attached as Exhibit 2.

Attorney's Initials: VM

P1-12 S 6-0P

WATER SYSTEM ASSET PURCHASE, SERVICES, AND FRANCHISE AGREEMENT

THIS WATER SYSTEM ASSET PURCHASE, SERVICES, AND FRANCHISE AGREEMENT, dated this 6 day of May, 2008, by and between:

TOWN OF LAUDERDALE-BY-THE-SEA, a municipal corporation of the State of Florida (hereinafter "TOWN"),

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (hereinafter "CITY").

WHEREAS, the TOWN is the owner of a water transmission and distribution system, including, but not necessarily limited to, hydrants, water mains, service lines, valves and equipment appurtenant or incidental thereto ("Facilities") in Broward County, Florida, which serves contiguous residential and commercial developments more particularly described in the Description of the Lauderdale-By-The-Sea Water System Map attached hereto and incorporated herein as Composite **Exhibit "A"** ("Service Area")[1]; and

WHEREAS, the Facilities are located in, over, above, under, and through the TOWN rights-of-way, and utility easements areas which are utilized or intended to be utilized as part of the TOWN's water distribution or transmission system; and

WHEREAS, CITY is engaged in the business of furnishing potable water service to its residents and to the public in the various communities surrounding the Fort Lauderdale city limits; and

WHEREAS, CITY desires to acquire and TOWN desires to sell the Facilities, and to provide potable water service to customers within the Service Area under a franchise granted by the TOWN; and

WHEREAS, the CITY has provided potable water service to the TOWN, through the TOWN-owned water transmission and distribution system for the past 30-plus years; and

WHEREAS, upon the transfer of the Facilities to CITY, CITY, as owner of the Facilities, will be fully responsible, except as otherwise specified herein, for all necessary repairs, maintenance, replacement, and capital improvements to the System and Facilities; and

WHEREAS, at its meeting of February 26, 2008, the Town Commission of TOWN authorized the proper Town officials to enter into this Water System Asset Purchase, Services, and Franchise Agreement with CITY; and

---

[1] The Service Area does not include that portion of the Town serviced by the City of Pompano Beach as of the date of this Agreement.

WHEREAS, at its meeting of May 6, 2008, CITY authorized the proper City officials to enter into this Water System Asset Purchase, Services, and Franchise Agreement with TOWN; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein as if set forth in full hereunder.

SALE OF SYSTEM

2. **Representations and Responsibilities of TOWN.** TOWN, as the seller of Facilities, represents, warrants, and agrees as follows:

A. TOWN, as the seller of the Facilities, is and will continue to remain up until the Closing, as provided in Section 5, the owner of the Facilities, holding good and marketable title, free and clear of all liens and encumbrances. CITY acknowledges there are no unpaid invoices by the Town.

B. TOWN will fully cooperate, provided no additional expense outside of everyday TOWN administration and operations is incurred, with CITY in any and all applications or petitions to public authorities deemed necessary or desirable to CITY in connection with its purchase of the Facilities from TOWN as contemplated in this Agreement.

C. TOWN agrees to convey all right, title, and interest in the Facilities. Facilities include, but are not limited to, all water utility assets and equipment owned by the TOWN within the Service Area. The Facilities expressly do not include any real property or interests therein other than as provided in this Agreement, cash in hand, or accounts receivable, all which shall remain with TOWN after Closing.

D. TOWN represents that there are no known or threatened actions at law or suits in equity or pending or threatened proceedings before the Florida Department of Environmental Protection or any other governmental agency against TOWN in connection with its Facilities and that no such actions will be pending or threatened at the time of the Closing.

E. TOWN represents that there are no contracts or obligations of any nature between TOWN and any other party that are adverse or in conflict with this Agreement and that no such contracts or obligations which are adverse or in conflict with this Agreement will be pending or threatened at the time of the Closing.

F. TOWN represents, the Facilities are capable of rendering water utility service in the ordinary course of business in compliance with all federal, state, and local rules and regulations, including but not limited to, all rules and regulations

pertaining to drinking water quality and standards and the Facilities will be capable of rendering water utility service as aforesaid at the time of the Closing.

G. TOWN is not retaining any water transmission and distribution system assets other than as provided herein.

H. No representation or warranty by TOWN in this Agreement, or any statement or certificate furnished to CITY pursuant to this Agreement or in connection with the transactions contemplated herein, contains or will contain any untrue statement of material fact or omission or will omit to state a material fact necessary to make the statements contained herein or therein not misleading and that all such representations and warranties as aforesaid will be and remain true through the date of the Closing.

I. Except as otherwise provided herein, the Facilities and assets being conveyed pursuant to this Agreement are being so conveyed in **"AS IS"/"WHERE IS" condition**, location, function, and material.

J. TOWN shall supply CITY, at the time of the Closing, with an Affidavit from its Town Manager attesting to the truthfulness of the foregoing representations.

3. Representations and Responsibilities of CITY.

A. CITY agrees to pay compensation to TOWN in accordance with Section 5 of this Agreement.

B. CITY acknowledges that it has maintained and operated the Facilities and assets being conveyed pursuant to this Agreement since 1953, and understands and acknowledges that CITY is accepting the Facilities and assets in their present **"AS IS"/"WHERE IS"** condition, location, function, and material.

C. CITY shall, upon closing, be fully responsible for necessary maintenance, repair, replacement and capital improvements by the Facilities.

D. CITY agrees to furnish potable water service to properties located within the Service Area in accordance with Section 6 of this Agreement.

E. CITY agrees to accommodate TOWN and pay a reasonable franchise fee pursuant to Section 6.K of this Agreement.

4. Public Hearing. CITY and TOWN each agree to conduct a public hearing and prepare the necessary documents required pursuant to Section 180.301, Florida Statutes, prior to executing this Agreement.

5. Closing and Purchase Price.

A. The Closing shall take place within sixty (60) days of approval of this transaction by the parties. Closing shall occur at the offices of the Town Attorney of TOWN or at such other time and place as TOWN and CITY may agree upon.

B. At the Closing, the TOWN will, upon due performance by CITY of its obligations under this Agreement, deliver:

(1) Bill of Sale Absolute conveying indefeasible and marketable title to all of the Facilities serving the Service Area, free and clear of all liens and encumbrances of every kind, nature or degree, a copy of such Bill of Sale Absolute being attached hereto as **Exhibit "B"** ; and

(2) An Easement Deed for water transmission and distribution in all public rights-of-way, utility easement areas within the Service Area, together with Easement Rights for water transmission and distribution in any real property title to which is vested in TOWN or hereafter acquired by TOWN which real property is utilized or intended to be utilized as part of the TOWN's water distribution or transmission system within the Service Area, a copy of such Easement Deed being attached hereto as **Exhibit "C"**; and

(3) All the files, document, papers, agreements, books of account, customer lists, original cost invoices, engineering drawings, as-builts, and records possessed by TOWN pertaining to the Facilities. These documents and records shall be furnished to CITY, on or before the Closing; and

(4) Affidavit by the TOWN Manager attesting to the truthfulness of representations as required by Paragraph 2. J. hereof.

C. At the Closing and from time to time thereafter as may be necessary, TOWN shall execute and deliver such further instruments of sale, conveyance, transfer, and assignment, and take such other action as CITY may reasonably request, in order to more effectively sell, transfer, and assign to CITY any of TOWN's Facilities, to confirm the title of CITY thereto, and to assist CITY in exercising its rights with respect thereto.

D. At the Closing, CITY shall, upon due performance by TOWN of its pre-Closing obligations under this Agreement, deliver to TOWN, the sum of **THREE HUNDRED FIFTY THOUSAND ($350,000.00) DOLLARS** ("Purchase Price").

E. The representations and warranties contained herein shall survive, and continue in effect, after the Closing.

POTABLE WATER SERVICE TO TOWN

6. **Water Service.** Unless otherwise extended, renewed, revoked or terminated sooner as provided in this Agreement, upon Closing and for a period of thirty (30) years thereafter, the exclusive franchise to provide potable water service to real property located within the Service Area of TOWN ("**Franchise**") is hereby granted to CITY, as follows:

A. The grant of the Franchise provides CITY with the authority, right, and privilege to construct, reconstruct, operate and maintain the Facilities located within, over, under, above and through the TOWN's rights-of-way, and easements which are utilized or intended to be utilized as part of the TOWN's water distribution or transmission system, as it is now or may in the future be constituted in accordance with Section 9 of this Agreement. Upon Closing, CITY is to be the exclusive potable water provider within the TOWN Service Area. The TOWN limits, which are not within the exclusive service area of another entity on the Closing date shall constitute the exclusive potable water service area of the CITY, as reflected on Exhibit "A".

B. TOWN agrees to cooperate with respect to potable water codes, ordinances, and resolutions adopted by the City Commission of CITY.

C. TOWN acknowledges CITY's right under Section 180.191, Florida Statutes to assess a surcharge on customers located within the Service Area; however this surcharge shall not exceed that percentage set forth in Florida Statutes or as assessed by CITY to other municipalities, water systems, or customers located outside of the boundaries of the CITY, whichever is lower.

D. CITY acknowledges and accepts the right of the TOWN to issue a Franchise pursuant to this Agreement and CITY agrees that it shall not now or at anytime hereafter challenge any lawful exercise of this right in any local, State, or federal court or agency, as this right existed upon Closing.

E. CITY agrees to supply all customers within the TOWN Service Area with adequate and customary water utility service, and to operate, maintain, repair, renew, and replace as necessary for any and all reasons, the Facilities acquired pursuant to this Agreement. CITY agrees to maintain, repair, and replace the Facilities conveyed pursuant to this Agreement at the same level, attention, and standards given to similar CITY-owned and operated water transmission and distribution facilities located within the City limits of CITY.

F. CITY agrees to treat all customers located within the Service Area at the same level of attention, courtesy, service and standards as that provided to Fort Lauderdale residents receiving potable water service from CITY. CITY shall bill customers within the Service Area directly in accordance with Chapter 28 of the City of Fort Lauderdale Code of Ordinances. TOWN shall bear no responsibility for bills for water service incurred by individual customers or account holders other than for water service used by the TOWN itself.

G. CITY represents and warrants that the potable water service to be provided to customers within the Service Area shall be in full compliance with all federal,

state, and local rules and regulations, including but not limited to, all rules and regulations pertaining to drinking water quality and standards. Subsequent to Closing, CITY shall be responsible for maintaining and obtaining from the State Board of Health, those permits or other data that may be required by the government agency or agencies having jurisdiction, for water meters, backflow preventers and service lines within the Service Area.

H. CITY agrees to utilize all safety practices required by law or which are accepted industry practices and standards, and agrees that the same shall be used during construction, maintenance, repair, and replacement of the Facilities or other aspects of the water transmission and distribution system.

I. Water sold to customers within the Service Area shall be supplied from the CITY's water producing facilities and shall be of substantially the same quality as the water furnished by CITY to all customers of CITY.

J. CITY shall be responsible for the installation, maintenance, repair, renewal, and replacement of fire hydrants within the Service Area, as necessary in the interests of public safety, as determined by the CITY or applicable regulations. TOWN agrees that for the one-year period following the date of Closing, the TOWN shall pay the initial capital cost for additional fire hydrants which may be needed within the Service Area, as determined by CITY.

K. As compensation for this Franchise and in consideration of permission to use the rights-of-way of the TOWN, together with easements and real property which are used or intended to be used as part of the water distribution and transmission system for the Service Area, for the construction, operation, maintenance, and reconstruction of the water distribution and transmission system Facilities, and to defray the costs of administering the Franchise, CITY shall pay to the TOWN, if required and established by TOWN, annually throughout the term of this Franchise, a percentage of Gross Revenues (as determined on a "cash receipts" basis) derived from customers within the Service Area ("Franchise Fee"), exclusive of that portion of the Franchise Fee which is passed on to the ultimate customer receiving, benefiting from, and billed for services provided to properties within the Service Area. The Franchise Fee shall be reasonable, may be established or modified by and at the discretion of the governing body of TOWN, and shall be due and payable to TOWN no sooner than one (1) year after the effective date of the adoption of such Franchise Fee. Payment of the Franchise Fee shall be as coordinated by CITY and TOWN staff. TOWN acknowledges that this Franchise Fee may be passed through to the ultimate customer receiving, benefiting from, and billed for services provided to properties within the Service Area.

7. **Cooperation.**

A. TOWN and CITY agree to cooperate with one another concerning their respective comprehensive plans and other activities involving the potable water system.

Upon expiration of the term or termination of this Agreement, all Facilities for the Service Area shall be considered abandoned by CITY.

B. TOWN agrees to exercise good faith in considering cooperation with the codes, ordinances, and resolutions adopted by CITY and concerning the delivery of potable water services.

C. Subject to the qualifications set forth below, CITY agrees to submit all proposed repairs, replacements, or capital improvements to the Facilities to the TOWN for permit review and approval at least fourteen (14) calendar days prior to initiation of the intended construction or improvements. Permit review and approval hereunder shall be at no cost to the CITY. Use of the TOWN public rights-of-way shall be subject to the approval of the TOWN, and such approval shall not be unreasonably withheld. The TOWN reserves the right to review and object to the manner, means, methods, and locations of the use of the TOWN's rights-of-way by CITY. Exempt from this requirement are emergency repairs or maintenance for items such as water main breaks, which shall immediately be reported to TOWN by CITY, and for which CITY agrees to work with TOWN to minimize inconvenience.

8. Termination; Reverter.

A. This Agreement to provide potable water and related services as provided herein shall continue until expiration of the term or until otherwise terminated by mutual agreement of the parties hereto.

B. In the event CITY abandons water transmission and distribution to potable water service customers within the Service Area subsequent to the Closing, the Facilities, excluding accounts receivable for water resources provided to the ultimate consumer prior to the date of abandonment, shall revert to the TOWN.

9. Rights-of-Way and Access to Facilities.

A. TOWN hereby grants to CITY, its successors and assigns, a non-exclusive easement for the purpose of operating, maintaining, repairing, constructing, and replacing Facilities located in, over, under, above and through the TOWN's public rights-of-way, and easements and real property which are used or intended to be used as part of the water distribution and transmission sytem for the Service Area.

B. When placing Facilities, equipment or fixtures, CITY shall consider the existing location of any gas, electric, telephone, cable, or sewer facilities, so as to not interfere, obstruct or hinder in any manner the various utilities serving the residents of the TOWN.

C. CITY warrants to TOWN that it will be responsible for promptly cleaning up and restoring that portion of public rights-of-way within the TOWN affected by this Agreement in accordance with CITY's policies for restoration as applicable to

similar work performed within the CITY as those policies are applicable to similarly situated properties within the CITY at the time the work is performed.

GENERAL PROVISIONS

10. Purchase of Facilities. CITY agrees that TOWN may purchase the Facilities and all assets related to the water transmission and distribution system for the Service Area upon three hundred sixty-five (365) days notice to CITY by TOWN. The purchase price shall be the fair market value of the Facilities as determined by a process to be agreed upon by the CITY and the TOWN. If the parties cannot agree on a procedure to determine fair market value, fair market value shall be determined by the average price of three independent appraisers experienced in the valuation of public utility infrastructure. Each municipality shall choose an appraiser and the third appraiser shall be chosen upon the mutual agreement of the Town Manager of TOWN and the City Manager of CITY. The costs for the three appraisers shall be split equally between the CITY and TOWN.

11. Notices. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

For CITY:
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

For TOWN:
Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

12. Acceptance of Payment. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim either party may have for further sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by either party or their respective designee, at any time during the calendar year upon reasonable notice and specification of the documents requested to be reviewed. All financial books and records shall be maintained by the CITY in accordance with applicable regulations and in accordance with generally accepted accounting principles.

13. Indemnification. CITY and TOWN are each state agencies as defined in Chapter 768.28, Florida Statutes. Each agrees to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing

herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

14. Amendment. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

15. Assignment. The respective obligations of the parties set forth in this Agreement shall not be assigned, in whole or in part.

16. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto 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.

17. Extent of Agreement. This Agreement represents the entire and integrated Agreement between CITY and TOWN and supersedes all prior negotiations, representations or agreements, either written or oral, that are in conflict with this Agreement.

18. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

19. Dispute Resolution.

A. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

B. Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, the parties shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within forty-five (45) days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to the City Manager of CITY and Town Manager of TOWN, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) days after such meeting, the dispute may be litigated or submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

C. **Arbitration.** Any controversies or disputes arising out of or relating to this Agreement may be resolved by binding arbitration in accordance with the Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

D. All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than twenty (20) days after the notice of arbitration is served or litigation is filed and served on the other party.

E. If arbitration is agreed upon by the parties, the arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

20. Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or enforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of any other provision of this Agreement.

21. Third Party Beneficiaries. Neither TOWN nor CITY intend that any person shall have a cause of action against either of them as a third party beneficiary under 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.

22. Compliance with Laws. The parties 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.

23. Records. CITY and TOWN shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall be responsible for compliance with public document requests served upon it pursuant to Section 119.07, Florida Statutes, and for any resulting award of attorney's fees for noncompliance with the Florida Public

Records Act. Each party shall have the right to audit the books, records, and accounts of the other that are related to this Agreement. In addition, each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement. If an audit has been initiated and audit findings have not been resolved, the books, records, and accounts shall be retained until resolution of the audit findings. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by either party. In the event an audit results in a determination that CITY has underpaid any Franchise Fee by five (5%) percent or more or has knowingly misstated financial information in any report furnished to TOWN, CITY shall pay the total reasonable cost of the audit of CITY's providing of potable water service and related functions to TOWN and TOWN residents in accordance with this Agreement, plus any such underpaid amount(s).

24. Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

25. Exhibits. The Exhibit(s) to this Agreement are a part hereof and are hereby incorporated in full by reference.

[THE REMAINDER OF THIS PAGE INTENTIONALLY REMAINS BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Mayor

By: _____
Town Manager

ATTEST:

_____
Town Clerk

Approved as to form:

_____
Town Attorney

WITNESSES:

CITY OF FORT LAUDERDALE

By: _____
Mayor

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____
Asst. City Attorney


LAUDERDALE BY THE SEA
WATER SYSTEM MAP
This map has been generalized to show Potable Water Mains, Fire Hydrants, and Fittings. The Lauderdale by the Sea boundary is shaded in green. The City of Pompano Beach provides water service to the north half of Lauderdale by the Sea.
WaterFitting
Fire Hydrant Assembly
Potable Water Main (labeled by diameter)
N
0 200 400 800 1,200 1,600
Feet

EXHIBIT - B

BILL OF SALE
ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipal corporation (the "Seller"), hereby grants, conveys, bargains, sells, assigns, transfers, delivers and sets over to CITY OF FORT LAUDERDALE, a Florida municipal corporation (the "Buyer") and its successors and assigns, all of the Seller's right, title and interest in and to the Facilities. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement for Water System Asset Purchase, Services and Franchise Agreement, dated MAY 6, 2008, among the Buyer and the Seller (the "Purchase Agreement"), an executed copy of which is on file with the City Clerk for the City of Fort Lauderdale and the Town Clerk for the Town of Lauderdale-By-The-Sea.

The Seller represents and warrants to the Buyer that, on the date hereof, the Seller has good and marketable title to the Facilities, free and clear of all restrictions on or conditions to transfer and free and clear of all mortgages, liens, pledges, options, charges, encumbrances, claims and security interests.

EXCEPT TO THE EXTENT PROVIDED HEREIN OR IN THE PURCHASE AGREEMENT, NEITHER THE SELLER NOR ANY OFFICIAL MAKES, NOR SHALL IT OR THEY BE DEEMED TO MAKE, AND THE SELLER AND THE OFFICIALS HEREBY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, WORKMANSHIP, DESIGN, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE FACILITIES OR ANY OTHER REPRESENTATION OR WARRANTY, WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITIES, WHETHER ARISING PURSUANT TO ANY LAW PRESENTLY OR HEREAFTER IN EFFECT OR OTHERWISE. **THE FACILITIES ARE BEING CONVEYED TO BUYER IN "AS IS" CONDITION.**

The Seller hereby covenants to the Buyer that it will warrant and defend title to the Facilities against the claims and demands of all persons. This Bill of Sale and the representations, warranties and covenants contained herein shall inure to the benefit of the Buyer, shall be binding on the Seller and shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale this 6 day of MAY, 2008.

[The balance of this page intentionally remains blank.]

EXHIBIT - B

TOWN OF LAUDERDALE-BY-THE-SEA

By _____
ROSEANN MINNET, Mayor

_____
_____
(Witness-print or type name)

_____
_____
(Witness-print or type name)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by ROSEANN MINNET as Mayor of the Town of Lauderdale-By-The-Sea. She is personally known to me and did not take an oath.

(SEAL)

JUNE A. WHITE
Notary Public - State of Florida
My Commission Expires Sep 13, 2011
Commission # DD 714377
Bonded Through National Notary Assn.

_____
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

My Commission Expires:

DD 714377
Commission Number

EXHIBIT - C

PREPARED BY AND RETURN TO:
Samuel S. Goren, Esq.
Michael J. Pawelczyk, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Space Reserved for Recording Information

EASEMENT DEED

THIS INDENTURE made this 6 day of March, 2008, by and between:

TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipal corporation whose address is 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308 (hereinafter "GRANTOR),

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("GRANTEE").

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to said GRANTOR in hand paid by said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said GRANTEE, its successors and assigns a water utility easement to, in, over, along, through, above and under those certain parcels of land situated, lying and being in Lauderdale-By-The-Sea, Broward County, Florida and described as follows:

(i) any and all public rights of way now or hereafter dedicated to Grantor within GRANTOR's Service Area; and

(ii) any and all water utility easements now held or hereafter acquired by or dedicated to GRANTOR within GRANTOR's Service Area; and

(iii) any and all real property title to which is now vested in or hereafter acquired by GRANTOR where such real property is utilized or intended to be utilized by GRANTOR as part of a water distribution and transmission system within GRANTOR's Service Area.

For the purpose of the foregoing description, the term "GRANTOR's Service Area" shall have the meaning ascribed to it in that certain Water System Asset Purchase, Service and Franchise Agreement between GRANTOR and GRANTEE, dated MAY 6, 2008, a copy of which is on file with the City Clerk of the City of Fort Lauderdale and the Town Clerk of the Town of Lauderdale-By-The-Sea.

(The foregoing is collectively referred to herein as "Easement Area.")

The water utility easement rights granted herein shall be for use by GRANTEE, its successors and assigns, in conjunction with the operation of a water distribution and transmission system within GRANTOR's Service Area and shall include, but not be limited to, the right to access, construct, place, operate, maintain, repair and reconstruct improvements or facilities, including, but not limited to hydrants, water mains, service lines, valves and other equipment appurtenant or incidental to such water distribution and transmission system.

GRANTOR hereby covenants with GRANTEE that GRANTOR is either now or hereafter shall be lawfully seized of water utility easement rights within the Easement Area described above, free and clear of all liens and encumbrances which might be superior to the easement rights conveyed herein and that GRANTOR hereby fully warrants and defends the easement rights within this Easement Area hereby granted and conveyed against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

TOWN OF LAUDERDALE-BY-THE-SEA

BY: _____
ROSEANN MINNET, Mayor

_____
JOHN E. O'NEILL
(Witness-print or type name)

Easement Deed
Grantor Town of Lauderdale-By-The-Sea
Grantee City of Fort Lauderdale
Rev. 10/20/2006
W:\Documents\Draft Agreements\Water Agreement Fort Lauderdale\Water System Final Easement 022608.doc

EXHIBIT - C

N. L. Jones
Nekisha Smith
(Witness-print or type name)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by ROSEANN MINNET as Mayor of the Town of Lauderdale-By-The-Sea. She is personally known to me and did not take an oath.

(SEAL)

June A. White
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

My Commission Expires:

JUNE A. WHITE
Notary Public - State of Florida
My Commission Expires Sep 13, 2011
Commission # DD 714377
Bonded Through National Notary Assn.

DD 714377
Commission Number

Agreement
City of North Lauderdale

LARGE USER/WATER

RECEIVED
UTILITIES DEPARTMENT
1993 NOV 11 AM 11:50

WATER AGREEMENT

THIS IS AN AGREEMENT, entered into on February 6, 1990, among:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "Vendor",

and

CITY OF NORTH LAUDERDALE, a municipal corporation of the State of Florida,,

and

LINCOLN PROPERTY COMPANY TEXAS, INC., a Texas corporation, hereinafter referred to as "Consumer",

and

FOREST LAKE DEVELOPMENT, a Florida general partnership, hereinafter referred to as "Owner".

The City of North Lauderdale has annexed, effective June 8, 1989, the property described in Exhibit "A" ("Property"), attached to and made a part of this Agreement.

Owner owns the property and Consumer is the contract vendee for the Property.

Consumer plans to construct a residential development on the Property called Mariners Cove.

The City of North Lauderdale is unable to provide the necessary water and wastewater services to the Property for a residential development, and Consumer has requested that the City of Fort Lauderdale provide such services.

The City of Fort Lauderdale is able to provide water and wastewater services to the Property, subject to the terms and conditions of this Agreement. At its meeting of February 6, 1990, by Resolution No. 90-39, the City Commission of the City of Fort Lauderdale authorized its officials to enter into this Agreement.

The City of North Lauderdale is amenable to and consents to the City of Fort Lauderdale providing such services within the corporate limits of the City of North Lauderdale, subject to the terms and conditions of this Agreement. At its meeting of May 10 1990, by Resolution 90-5-1945, the City Commission of the City of North Lauderdale authorized its officials to enter into this Agreement.

In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The above recitations are true and correct and are incorporated into this Agreement.

2. The term of this Agreement commences on the date first appearing above and terminates at such time as potable water service for residential uses is no longer required on the Property.

3. Vendor will deliver potable water to Consumer at the meter described below in such quantity as may be required by Consumer.

4. Notwithstanding anything to the contrary contained in Paragraph 3, Vendor shall not be obligated to supply Consumer's requirements of potable water during periods of emergency occurring within Vendor's corporate limits, including but not limited to fire, storm, flood, drought, explosion, civil commotion or riot, acts of the public enemy, sabotage, strikes or other labor disputes, and other acts of God or in the event it should become necessary for Vendor to adopt regulations for conservation or restriction of water use as promulgated by the South Florida Water Management District. In such case, Vendor will deliver water to the meter only in such quantities as are available for allocation by Vendor among all its water consumers.

5. Vendor shall install a meter to be located on the Property, and Owner shall grant and deliver to Vendor simultaneously herewith a utility easement over a portion of the Property for purposes of installation and maintenance of the meter and main. All water furnished by Vendor to Consumer shall be deemed delivered at the point of being metered at the meter. The meter and ten inch (10") water main to be connected to Vendor's twelve inch (12") water main at N. W. 62nd Street shall be procured, installed and maintained and title retained thereto by Vendor. Consumer shall reimburse Vendor for all costs associated with the procurement and installation thereof, but Vendor shall maintain the meter and main at its expense. The utility easement is depicted and described in Exhibit "B", attached to and made a part of this Agreement. Owner shall obtain the consent of all holders of encumbrances to subordinate their interests in the Property to City's easement.

6. Consumer shall install and maintain and its expense, such backflow prevention device downstream of the meter as may be required by Vendor.

7. Vendor and Consumer shall simultaneously herewith enter into a sanitary sewer agreement to provide for wastewater services for the Property. Potable water service to the Property shall not commence prior to the installation of the sanitary sewer improvements and payment of the capital expansion fee referred to in the sanitary sewer agreement.

8. The water rates to be charged by the Vendor to the Consumer shall be the monthly rates now or hereafter charged to potable water customers outside the corporate limits of Vendor, pursuant to the Code of Ordinances of Vendor.

9. Consumer shall pay promptly all statements for water and sewer service. Should Consumer fail or refuse to pay the full amount of any statement within the thirty (30) days after same has been submitted, Vendor shall have the right:

(a) To enforce any provisions of the Code of Ordinances of Vendor providing for discontinuance of service until past due indebtedness is paid.

(b) To apply to the Circuit Court in and for Broward County, for appropriate relief.

10. The City of North Lauderdale agrees that it will enforce or allow Vendor to enforce as to the Property, all applicable provisions of Vendor's Code of Ordinances, as they may be amended from time to time, pertaining to water and wastewater services, including any regulations adopted by state or federal agencies in response to new state or federal laws which Vendor may be required to enforce. In the event that North Lauderdale prevents Vendor from enforcing such ordinances and other regulations as to the Property, the Vendor reserves the right to terminate water and wastewater services to the Property until the Property comes into compliance.

11. Consumer shall remit to the City of North Lauderdale all applicable utility taxes required by the City of North Lauderdale Code of Ordinances. Vendor agrees to advise the City of North Lauderdale of the potable water amounts billed to Consumer for purposes of assessing the utility tax amount.

12. Potable water sold to Consumer hereunder will be supplied from Vendor's potable water producing facilities and will be of substantially the same quality as the potable water furnished by Vendor to its consumers within the corporate limits of Vendor.

13. Vendor makes no guarantee with regard to the maintenance of any pressure in fire service or the main supplying the same, and the Vendor shall not be liable for any loss or damage to Consumer for a deficiency or failure in the supply of water, whether occasioned by accident, alteration, extension, connection, repair or any other reason whatsoever.

14. Any notice required by this Agreement to be given by one party to the other shall be in writing, and the same shall be served as follows:

By certified mail, return receipt requested, to the following addresses:

VENDOR:	City of Fort Lauderdale Director, Utilities Department P. O. Drawer 14250 Fort Lauderdale, Florida 33302
CONSUMER:	Lincoln Property Company Texas, Inc. One Park Place 621 N. W. 53rd Street, Suite 125 Boca Raton, Florida 33486 Attention: Marc deBaptiste
Copy to:	Ruden, Barnett, McClosky, Smith, Schuster & Russell, P.A. 110 East Broward Boulevard, PH-B Fort Lauderdale, Florida 33301 Attention: Dennis D. Mele, Esq.
OWNER:	Stiles Development 6400 North Andrews Avenue Fort Lauderdale, Florida 33309-2103 Attention: Chip Winston
CITY OF NORTH LAUDERDALE:	City of North Lauderdale 701 S. W. 71st Avenue North Lauderdale, Florida 33068 Attention: Eric Soroka, City Manager

or to such other addresses as the parties may be writing to the other designate.

15. This document contains the entire agreement of the parties. It may be amended only by a document executed with equal dignity by all parties.

16. The failure of any party to seek redress for violation of, or to insist upon the strict performance of any term or condition contained in this Agreement shall not be construed as a waiver or relinquishment in the future of any such term or condition.

17. If any provision of this Agreement shall be judged invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each and every provision of this Agreement shall be enforceable to the fullest extent permitted by law.

18. Owner and Consumer shall indemnify and save Vendor harmless from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Agreement for any bodily injury, loss of life, or damage to property sustained as a result of any act or omission of Owner or Consumer or their employees, agents or servants derived from the performance of this Agreement, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments or decrees which may be entered in them.

19. This Agreement shall be deemed to run with the Property. Neither Owner nor Consumer may assign their interest in this Agreement separate and apart from their interest in the Property. Any such assignment shall require the prior consent of Vendor, which consent shall not be unreasonably withheld.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

C. Jane Cochran

Priscilla M. Loyd

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By _____
Mayor

By _____
Acting City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ROBERT O. COX, PETER J. WITSCHEN and KRIS L. ~~ANDERSON~~ MILLS, Mayor, Acting City Manager and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper officials of the City of Fort Lauderdale, and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid on May 29, 1990.

(SEAL)

_____
Notary Public
My Commission Expires:

WITNESSES:

Carol A. Condon

Grace M. Garcia

(CORPORATE SEAL)

CITY OF NORTH LAUDERDALE

By _____
Mayor

By _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney 5/14/90

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ERIC SOKOLOW CM Dyer Rosenfeld ~~Mayor~~, City Manager and City Clerk, respectively, of the City of North Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper officials of the City of North Lauderdale, and the same is the act and deed of the City of North Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at North Lauderdale, in the State and County aforesaid on May 10, 1990.

(SEAL)

_____
Notary Public
My Commission Expires:

"OFFICIAL NOTARY SEAL"
LINDA HIGGINS
My Comm. Exp. 9/28/93
Bonded thru
Notary Public Und.

WITNESSES:

Carol C Condon

Anna M. Garcia

(CORPORATE SEAL)

CITY OF NORTH LAUDERDALE

By _____
Mayor

By _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____, 5/14/90
City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Eric Solomon CM Dyer Respectively to ~~Mayor~~, City Manager and City Clerk, respectively, of the City of North Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper officials of the City of North Lauderdale, and the same is the act and deed of the City of North Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at North Lauderdale, in the State and County aforesaid on May 10, 1990.

(SEAL)

_____
Notary Public
My Commission Expires:

"OFFICIAL NOTARY SEAL"
LINDA HIGGINS
My Comm. Exp. 6/28/93
Bonded thru
Notary Public Und.

Agreement
City of Oakland Park

City of Fort Lauderdale

City Commission Regular Meeting

Agenda

See Resolution R-4

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS Mayor
BEN SORENSEN Vice Mayor - Commissioner - District IV
HEATHER MORAITIS Commissioner - District I
STEVEN GLASSMAN Commissioner - District II
ROBERT L. McKINZIE Commissioner - District III

GREG CHAVARRIA, City Manager
DAVID R. SOLOMAN, City Clerk
ALAIN E. BOILEAU, City Attorney
PATRICK REILLY, Interim City Auditor

PUBLIC APPEARANCES BEFORE THE CITY COMMISSION:

If any person wishes to address the City Commission, the person shall sign up in the City Hall lobby. A member of the City Clerk's Office Staff will be there to assist. Speaker Cards are given to the Mayor. After being recognized by the Mayor, the speaker should approach the podium, identify the agenda item in question, indicate support, opposition, or neutrality on the agenda item, and then proceed to succinctly state the speaker's position or present information.

If an attorney, or any other person appears before the Commission in a representative capacity, the attorney, or other representative shall also sign up in the City Hall lobby. A member of the City Clerk's Office Staff will be there to assist. After being recognized by the Mayor, the speaker should approach the podium, identify the client(s) being represented, and identify the agenda item in question. The speaker shall then indicate the client's support, opposition, or neutrality on the agenda item and then proceed to succinctly state the client's position or present information on behalf of the client(s).

Pursuant to Section 3.13 of the Charter of the City of Fort Lauderdale, Florida, the Mayor shall maintain order at all meetings, and the Police Department, upon instructions of the Mayor, shall expel any person from the meeting who refuses to obey the order of the Mayor in relation to preserving order at the meetings. Any person who interrupts or disturbs a City Commission meeting, or who willfully enters or remains in a City Commission meeting having been warned by the Mayor to depart and who refuses to do so, may be subject to arrest.

AUXILIARY AIDS AND SERVICES: If you desire auxiliary aids or services or both to assist in viewing or hearing the City Commission meetings or reading the agenda and minutes for the meeting, please contact the City Clerk's Office at 954-828-5002 at a minimum of two days prior to the meeting and arrangements will be made to provide these services to you.

NOTICE TO MEMBERS OF THE PUBLIC: If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, the person will need a record of the proceedings, and that, for such purpose, the person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Pledge of Allegiance

ROLL CALL

Approval of MINUTES and Agenda

22-0853 Minutes for May 17, 2022, Commission Joint Workshop with Citizens' Police Review Board, May 17, 2022, Commission Conference Meeting, May 17, 2022, Commission Regular Meeting and June 7, 2022 Commission Conference Meeting - (Commission Districts 1, 2, 3 and 4)

Attachments: May 17, 2022 Joint Workshop with Citizens' Police Review Board
May 17, 2022 Commission Conference Meeting
May 17, 2022 Commission Regular Meeting
June 7, 2022 Commission Conference Meeting

PRESENTATIONS

PRES-1 22-0860 Vice Mayor Sorensen to present a Proclamation declaring September 2022, as Suicide Prevention Awareness Month in the City of Fort Lauderdale

PRES-2 22-0861 Commissioner Glassman to present a Proclamation declaring September 2022, as Childhood Cancer Awareness Month in the City of Fort Lauderdale

PRES-3 22-0862 Commissioner Moraitis to present a Proclamation declaring September 2022, as Hunger Action Month in the City of Fort Lauderdale

PRES-4 22-0863 Fire Chief Rhoda Mae Kerr Citizen Recognition

CONSENT AGENDA PUBLIC COMMENT

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion on which members of the public will be given three (3) minutes to speak prior to its approval. An item may be removed from the Consent Agenda and considered separately if discussion is desired by any City Commissioner or charter officer.

CONSENT MOTION

CM-1 22-0764 Motion Approving an Event Agreement for Afro Pride Music & Arts Festival - (Commission District 3)

Attachments: Commission Agenda Memo 22-0764
Exhibit 1 – Afro Pride Music & Arts Festival Application
Exhibit 1a – Afro Pride Music & Arts Festival Site Plan
Exhibit 1b – Afro Pride Music & Arts Festival Agreement
Exhibit 2 – October 2022 Special Events Calendar

CM-2 22-0745 Motion Accepting Broward County Enhanced Marine Law Enforcement Grant Program Funds - $184,104 - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo #22-0745
Exhibit 1 - FY2022-2023 Enhanced Marine Law Enforcement Grant Program Ag

CONSENT RESOLUTION

CR-1 22-0536 Resolution Approving the Design, Installation and Maintenance of Signal Control Box Wraps and Execution of a Community Aesthetic Feature Agreement with the Florida Department of Transportation for Signal Control Box Wrap Projects along Davie Boulevard, State Road A1A, and SE 17th Street within FDOT Right-of-Way - (Commission Districts 1, 2 and 4)

Attachments: Commission Agenda Memo 22-0536
Exhibit 1 – Community Aesthetic Feature Agreement
Exhibit 2 - Proposed Locations and Designs
Exhibit 3 – Resolution

CR-2 22-0679 Resolution Approving and Authorizing the Execution of a Landscape Maintenance Memorandum of Agreement for State Road 5 (US 1) with the Florida Department of Transportation for Improvements Within the Right-of-Way of State Road 5 (US 1) and Assumption of Liability and Hold Harmless Agreement with Flagler Sixth, LLC - (Commission District 2)

Attachments: Commission Agenda Memo 22-0679
Exhibit 1 - Maintenance Memorandum of Agreement
Exhibit 2 - Assumption of Liability and Hold Harmless Agreement
Exhibit 3 - Location Map
Exhibit 4 - Resolution

CR-3 22-0693 Resolution Imposing Special Assessment Liens for Lot Clearing - (Commission Districts 2, 3 and 4)

Attachments: Commission Agenda Memo #22-0693
Exhibit 1 - Lot Clearing and Cleaning Report
Exhibit 2 - Resolution

CR-4 22-0694 Resolution Imposing Special Assessment Liens for Costs Associated with Securing of Multiple Properties - (Commission Districts 1, 3 and 4)

Attachments: Commission Agenda Memo #22-0694
Exhibit 1 - Board Up Report
Exhibit 2 - Resolution

CR-5 22-0718 Resolution Increasing the Compensation to be Paid to Special Counsel, Haliczer, Pettis & Schwamm, P.A., Nabors, Giblin & Nickerson, P.A., Kim Vaughan Lerner LLP, T.S. Alvarez, P.A., d/b/a Martin, Lister & Alvarez, Billing, Cochran, Lyles, Mauro & Ramsey, P.A., and Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A., for Legal Services for General Liability Claims and Related Litigation and Appeals and Haliczer, Pettis & Schwamm, P.A., and Massey, Coican & King, PLLC, for Legal Services for Workers' Compensation Claim Cases - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0718
Exhibit 1 - Resolution

CR-6 22-0736 Resolution Approving a Public Transportation Grant Agreement with the Florida Department of Transportation for the Design of Runway 9-27 Pavement Rehabilitation Project at Fort Lauderdale Executive Airport - $25,000 - (Commission District 1)

Attachments: Commission Agenda Memo 22-0736
Exhibit 1 - Project Sketch
Exhibit 2 – PTGA No. 449598-1-94-01
Exhibit 3 – Resolution

CR-7 22-0752 Resolution Authorizing the City Manager to Execute a Project Agreement Accepting a Grant of up to $7,312 from the Florida Inland Navigation District - Small Scale Derelict Vessel Removal Program to Remove a Derelict Vessel from the Intracoastal Waterway / ICW-BR-FL-22- 03 - (Commission District 1)

Attachments: Commission Agenda Memo 22-0752
Exhibit 1 – Project Agreement ICW-BR-FL-22-03
Exhibit 2- Resolution

CR-8 22-0760 Resolution Authorizing the City Manager to Submit a Grant Application for $600,000 to Broward County - Broward Boating Improvement Program to Renovate the Cooley's Landing Marina - (Commission District 2)

Attachments: Commission Agenda Memo 22-0760
Exhibit 1 – Grant Pre-application Form
Exhibit 2 – Grant Application Form
Exhibit 3 - Resolution

CR-9 22-0772 Resolution Approving an Amendment to Interlocal Agreement for the NE 4th Avenue Complete Street Project between Broward County, the City of Fort Lauderdale, and the Fort Lauderdale Community Redevelopment Agency - (Commission District 2)

Attachments: Commission Agenda Memo 22-0772
Exhibit 1 – Interlocal Agreement
Exhibit 2 – Letter to Broward County
Exhibit 3 – Amendment to the Interlocal Agreement-Updated
Exhibit 4 – Resolution

CR-10 22-0773 Resolution Accepting Grant Funds from the United States Department of Homeland Security, Urban Area Security Initiative, State of Florida Division of Emergency Management through the City of Miami, FY 2021 Urban Area Security Initiative (UASI), for $477,666 - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0773
Exhibit 1 - FY2021 UASI Contract
Exhibit 2 - FY2021 Budget Miami-Fort Lauderdale UASI
Exhibit 3 - Resolution

CR-11 22-0818 Resolution Approving a Public Transportation Grant Agreement with the Florida Department of Transportation for Runway 13-31 Pavement Sealing at Fort Lauderdale Executive Airport - $371,200 - (Commission District 1)

Attachments: Commission Agenda Memo 22-0818
Exhibit 1 - Project Sketch
Exhibit 2 - PTGA No. 445970-1-94-01
Exhibit 3 – Resolution

CR-12 22-0681 Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2022 - Appropriation - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0681
Exhibit 1 - Resolution

CONSENT PURCHASE

CP-1 22-0575 Motion Awarding Contract for Pumping Services - Green Team Plumbing, LLC d/b/a Greenteam Service Corporation, A & A Drainage & Vac Services, Inc., EnviroWaste Services Group, Inc., and All Liquid Environmental Services LLC d/b/a Johnson Environmental Services - $400,000 - (Commission Districts 1, 2, 3 and 4)

Attachments:
- Commission Agenda Memo #22-0575
- Exhibit 1 - Solicitation
- Exhibit 2 - Bid Tabulation
- Exhibit 3 - Green Team Plumbing, LLC d/b/a Greenteam Service Corporation, A
- Exhibit 4 - EnviroWaste Services Group, Inc., Agreement
- Exhibit 5 - All Liquid Environmental Services LLC Agreement
- Exhibit 6 - A & A Drainage & Vac Services, Inc., Agreement
- Exhibit 7 - GreenTeam Plumbing, LLC d/b/a Greenteam Service Corporation, bi
- Exhibit 8 - EnviroWaste Services Group, Inc., bid
- Exhibit 9 - All Liquid Environmental Services LLC dba Johnson Environmental S
- Exhibit 10 - A & A Drainage & Vac Services, Inc., bid

CP-2 22-0582 Motion Approving a Design Criteria Package Agreement for the 17th Street Causeway Large Water Main Replacement Project - Chen Moore and Associates, Inc. - $427,868 - (Commission District 4)

Attachments:
- Commission Agenda Memo 22-0582
- Exhibit 1- Solicitation
- Exhibit 2- Final Ranking
- Exhibit 3 - Chen Moore & Associates, Inc. Proposal
- Exhibit 4 - Agreement

CP-3 22-0717 Motion Approving Agreement for the Purchase of Hauling and Disposal of Silts and Soils and for the Sale of Dewatering Containers - MST Scrap Metal Inc. d/b/a MST Dumpsters - $133,881 - (Commission Districts 1, 2, 3 and 4)

Attachments:
- Commission Agenda Memo #22-0717
- Exhibit 1 - Solicitation
- Exhibit 2 - Bid Tabulation
- Exhibit 3 – COFL - MST Scrap Metal Agreement_Final

CP-4 22-0689 Motion Approving a Design Build Agreement for Flagler Village New Pumping Station A-24 - David Mancini & Sons, Inc. - $3,615,000 - (Commission District 2)

Attachments: Commission Agenda Memo #22-0689
Exhibit 1A - Solicitation
Exhibit 1B - Solicitation
Exhibit 2 - David Mancini Proposal
Exhibit 3 - David Mancini & Sons, Inc. Calculation Correction Pricing Acknowled
Exhibit 4 - Tabulation
Exhibit 5 - Agreement

MOTIONS

Those matters included under the Motions category differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion item if so desired.

M-1 22-0830 Motion Approving Event Agreements and Related Road Closures for NOBE Sunday Block Party, Vegan BBQ Party (presented by: Vegan Block Party), 17th Annual Duck Fest Derby, 35th Annual Las Olas Art Fair, Uptown 5K on the Runway, and First Street Cars and Coffee - (Commission Districts 1, 2 and 4)

Attachments:
- Commission Agenda Memo 22-0830
- Exhibit 1 – NOBE Sunday Block Party Application
- Exhibit 1a – NOBE Sunday Block Party Site Plan
- Exhibit 1b – NOBE Sunday Block Party Agreement
- Exhibit 2 – Vegan BBQ Party (presented by Vegan Block Party) Application
- Exhibit 2a – Vegan BBQ Party (presented by Vegan Block Party) Site Plan
- Exhibit 2b – Vegan BBQ Party (presented by Vegan Block Party) Agreement
- Exhibit 3 – 17th Annual Duck Fest Derby Application
- Exhibit 3a – 17th Annual Duck Fest Derby Site Plan
- Exhibit 3b – 17th Annual Duck Fest Derby Agreement
- Exhibit 4 –Las Olas Art Fair Application
- Exhibit 4a – Las Olas Art Fair Site Plan
- Exhibit 4b – Las Olas Art Fair Agreement
- Exhibit 5 – Uptown 5K on the Runway Application
- Exhibit 5a – Uptown 5K on the Runway Site Plan
- Exhibit 5b – Uptown 5K on the Runway Agreement
- Exhibit 6 – First Street Cars and Coffee Application
- Exhibit 6a – First Street Cars and Coffee Site Plan
- Exhibit 6b – First Street Cars and Coffee Agreement
- Exhibit 7 – September 2022 Special Event Calendar
- Exhibit 8 – October 2022 Special Event Calendar
- Exhibit 9 – November 2022 Special Event Calendar
- Exhibit 10 – December 2022 Special Event Calendar
- Exhibit 11 – January 2023 Special Event Calendar
- Exhibit 12 – April 2023 Special Event Calendar

M-2 22-0831 Motion Approving an Event Agreement and Request for Music Exemption for Family Fest - (Commission District 3)

Attachments:
- Commission Agenda Memo 22-0831
- Exhibit 1 – Commission Memo 19-076
- Exhibit 2 – Family Fest Application
- Exhibit 2a – Family Fest Site Plan
- Exhibit 2b – Family Fest Agreement
- Exhibit 3 – October 2022 Special Event Calendar

M-3 22-0832 Motion Approving an Event Agreement, Related Road Closures and Request for Music Exemption for Christmas on Las Olas - (Commission District 4)

Attachments: Commission Agenda Memo 22-0832
Exhibit 1 – Commission Memo 19-076
Exhibit 2 – Christmas on Las Olas Application
Exhibit 2a – Christmas on Las Olas Site Plan
Exhibit 2b – Christmas on Las Olas Agreement
Exhibit 3 – November 2022 Special Event Calendar

M-4 22-0785 Motion Approving a Non-Federal Reimbursable Agreement with the Federal Aviation Administration to Provide Air Traffic Control Services at Fort Lauderdale Executive Airport - (Commission District 1)

Attachments: Commission Agenda Memo 22-0785
Exhibit 1 - Reimbursable Agreement

RESOLUTIONS

R-1 22-0824 Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

Attachments: Resolution for Appointment 09.06.2022

R-2 22-0744 Quasi-Judicial Resolution Approving Vacation of Utility Easement Located at 300 W. Broward Boulevard - FTL/AD, LTD. - 300 W. Broward Project - Case No. UDP-EV21010 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo #22-0744
Exhibit 1 - Location Map
Exhibit 2 - Applicant's Application, Narratives, and Utility Letters
Exhibit 3 - DRC Comment Report
Exhibit 4 - Sketch and Legal Description
Exhibit 5 - Relocation Plan
Exhibit 6 - Resolution

R-3 22-0746 Quasi-Judicial Resolution Vacating a Ten-Foot Wide By 125-Foot-Long Drainage Easement Located at 64 Isla Bahia Drive - Case No. UDP-EV22001 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0746
Exhibit 1 - Relocation Plan
Exhibit 2 - Location Map
Exhibit 3 - Sketch and Legal Description for the Proposed Vacation
Exhibit 4 - Applicant's Application, Narrative Responses to Criteria and Utility Le
Exhibit 5 - April 26, 2022, DRC Case Comment Report
Exhibit 6 - Resolution

R-4 22-0792 Resolution Approving Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park and Authorizing the Director of Finance to Write Off Approximately $2,923,000 in the Water and Sewer Fund Relating to the 25% Surcharge that was Effective October 1, 2019 - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo #22-0792
Exhibit 1 - Agreement for Sale of Potable Water, Including Map and Legal Desc
Exhibit 2 – Executed Resolution Agreement – City of Oakland Park
Exhibit 3 - Resolution

PUBLIC HEARINGS

PH-1 22-0708 Public Hearing - Quasi-Judicial Resolution Approving the Historic Designation of the Property Commonly Known as "Castro Convertibles," located at 2860 N. Federal Highway as a Historic Landmark- Historic Preservation Board Case No. UDP-HPD21003 - (Commission District 1)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0708
Exhibit 1 - November 1, 2021, HPB Minutes
Exhibit 2 - HPB Staff Report
Exhibit 3 - Historic Designation Application
Exhibit 4 - Historic Designation Report
Exhibit 5 - May 4, 2022, HPB Minutes
Exhibit 6 – Resolution Landmark Designation – Approving
Exhibit 7 – Resolution Landmark Designation – Denying

PH-2 22-0742 Public Hearing - Quasi-Judicial Ordinance Rezoning 0.87 Acres from Broward County Commercial Warehouse District (C-1) to Community Business (CB) District - SCC Property Holdings and Management, LLC. - 2525 NW 19th Street - Case No. UDP-Z22002 - (Commission District 3)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0742
Exhibit 1 - Application and Applicant's Narrative Responses to Criteria
Exhibit 2 - Location Map and Sketch and Legal Description
Exhibit 3 - July 20, 2022 PZB Staff Report
Exhibit 4 - July 20, 2022 PZB Meeting Minutes
Exhibit 5 - Ordinance

PH-3 22-0800 Public Hearing Approving the Issuance of a Certificate of Public Convenience and Necessity for Dreamride, LLC to Operate Four Mercedes-Benz Sprinter Passenger Vans within the City of Fort Lauderdale - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0800
Exhibit 1 - Vehicle for Hire Application

ORDINANCE FIRST READING

OFR-1 22-0706 First Reading - Ordinance Amending the City of Fort Lauderdale Code of Ordinances Chapter Nine Building and Construction, Article Two Permits and Inspections, Division Two Fees to Adjust Building Fees for Services Related to Land Development and Permitting- (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0706
Exhibit 1 - FY2022 Building Special Revenue Fund Financial Sustainability Anal
Exhibit 2 - Ordinance

OFR-2 22-0777 First Reading - Ordinance Amending the City of Fort Lauderdale Code of Ordinances Section 25, Streets and Sidewalks, to Update Sidewalk Installation Requirements - Case No. UDP-T22008 - (Commission Districts 1,2,3 and 4)

Attachments: Commission Agenda Memo 22-0777
Exhibit 1 - Ordinance

ORDINANCE SECOND READING

OSR-1 22-0833 Second Reading - Quasi-Judicial Ordinance Vacating a Right-of-Way Identified as a 50-foot wide by 300-foot long Portion of SE 4th Avenue located North of SE 11th Street, South of the Tarpon River, West of South Federal Highway and East of SE 3rd Avenue - United States of America - Case No. UDP-V21004 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0833
Exhibit 1 - Location Map
Exhibit 2 - Sketch and Legal Description of Proposed Vacation
Exhibit 3 - November 30, 2021, DRC Comments
Exhibit 4 - May 18, 2022 PZB Staff Report
Exhibit 5 - May 18 2022 PZB Meeting Minutes
Exhibit 6 - Utility Relocation Plans
Exhibit 7 - Application, Narrative Responses and Utility Letters
Exhibit 8 - Ordinance

OSR-2 22-0834 Second Reading - Quasi-Judicial Ordinance Vacating a Right-of-Way Identified as a 28-foot wide by 304-foot long Portion of SE 10th Court located North of SE 11th Street, South of the Tarpon River, West of SE 4th Avenue and East of SE 3rd Avenue - United States of America - Case No. UDP-V21005 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments:
- Commission Agenda Memo 22-0834
- Exhibit 1 - Location Map
- Exhibit 2 - Sketch and Legal Description of Proposed Vacation
- Exhibit 3 - December 14, 2021, DRC Comments
- Exhibit 4 - May 18, 2022 PZB Staff Report
- Exhibit 5 - May 18, 2022 PZB Meeting Minutes
- Exhibit 6 - Utility Relocation Plans
- Exhibit 7 - Application, Narrative Responses and Utility Letters
- Exhibit 8 - Ordinance

OSR-3 22-0835 Second Reading - Quasi-Judicial Ordinance for Vacation of Right-of-Way - 40-Foot-Wide by 100-Foot-Long Portion of SW 1st Street - Fort Lauderdale Police Headquarters - Case No. UDP- V22003 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments:
- Commission Agenda Memo 22-0835
- Exhibit 1 - Location Map and Sketch and Legal Description
- Exhibit 2 - Application, Narratives, and Utility Letters
- Exhibit 3 - April 26, 2022 DRC Comments
- Exhibit 4 - June 15, 2022 Planning and Zoning Board Staff Report
- Exhibit 5 - June 15, 2022 Planning and Zoning Board Meeting Minutes
- Exhibit 6 - Ordinance

OSR-4 22-0836 Second Reading - Quasi-Judicial Ordinance for Vacation of Right-of-Way - 10-Foot-Wide by 100-Foot-Long Portion of East-West Alley, Lying North of SW 2nd Court, East of SW 14th Avenue, South of Broward Boulevard, and West of SW 12th Avenue - Fort Lauderdale Police Headquarters - Case No. UDP-V22004 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0836
Exhibit 1 - Location Map and Sketch and Legal Description
Exhibit 2 - Application, Narratives, and Utility Letters
Exhibit 3 - DRC Comments, April 26, 2022
Exhibit 4 - June 15, 2022 PZB Staff Report
Exhibit 5 - June 15, 2022 PZB Meeting Minutes
Exhibit 6 - Ordinance

OSR-5 22-0838 Second Reading - Quasi-Judicial Ordinance Rezoning of 0.11 Acres from Residential Multifamily Mid Rise - Medium High Density (RMM-25) District to Community Business (CB) District, through the allocation of 0.11 Acres of Nonresidential Flex Acreage and Approval of an Associated Site Development Permit for a Self-Storage Facility- 1800 State Road, LLC - 1800 West State Road 84 - Case No. UDP-SR21002 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0838
Exhibit 1 - Application, Survey, and Sketch and Legal Description
Exhibit 2 - Site Plans and Elevations
Exhibit 3 - Applicant's Narrative Responses to Criteria
Exhibit 4 - April 20, 2022, Planning and Zoning Board Meeting Minutes
Exhibit 5 - May 18, 2022 Planning and Zoning Board Meeting Minutes
Exhibit 6 - April 20, 2022 Staff Report
Exhibit 7 - May 18, 2022 Staff Report
Exhibit 8 - Water and Wastewater Capacity Availability Letter and Traffic Impact
Exhibit 9 - Traffic Impact Statement
Exhibit 10 - Public Participation Meeting Summary and Affidavits
Exhibit 11 - Ordinance

OSR-6 22-0841 Second Reading - Ordinance Repealing Ordinance No. C-12-10 adopted May 1, 2012, and Amending Chapter 16, Article VI of the Code of Ordinances of the City of Fort Lauderdale, Florida, to Delete and Replace Section 16-82 entitled “Panhandling, Begging or Solicitation” with Section 16-82 entitled “Obstructing Public Streets and Rights-of-Way.” - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0841
Exhibit 1 - Ordinance No. C-12-10
Exhibit 2 - Proposed Ordinance

OSR-7 22-0842 Second Reading - An Ordinance of the City Commission of the City of Fort Lauderdale, Florida, Amending Article XI Entitled “Solicitation and Display on Public Rights-of-Way”, Section 25-267 Entitled “Right-of-Way Solicitors and Canvassers” of the Code of Ordinances of the City of Fort Lauderdale, Florida - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0842
Exhibit 1 - City of Fort Lauderdale Traffic Crash Analysis
Exhibit 2 - Broward County Future Roadway Level of Service Map
Exhibit 3 - Broward County Roadway Capacity and Level of Service Analysis (2)
Exhibit 4 - Pedestrian Fatal Crash Study
Exhibit 5 - Proposed Ordinance

ADJOURNMENT

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#22-0792**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: September 6, 2022

TITLE: Resolution Approving Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park and Authorizing the Director of Finance to Write Off Approximately $2,923,000 in the Water and Sewer Fund Relating to the 25% Surcharge that was Effective October 1, 2019 - (Commission Districts 1, 2, 3 and 4)

Recommendation

Staff recommends the City Commission adopt a resolution approving the Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park and authorizing the Director of Finance to write off approximately $2,923,000 in the Water and Sewer Fund relating to the 25% surcharge that was effective October 1, 2019

Background

The City of Fort Lauderdale has sold potable water to the City of Oakland Park since 1963. The original agreement was amended in 1965 and again in 1988, with a new 30-year agreement entered in 1993, which expires in 2023. In October 2019, the City of Fort Lauderdale changed its rate structure and included a 25% surcharge to master meter consumers receiving water outside the corporate limits. The provision was not included in the existing Oakland Park agreement and the City of Oakland Park requested that the surcharge be held in abeyance until a new agreement was reached. A third-party engineering firm was hired to provide non-binding advice to both parties and recommended a 12.5% surcharge. The new agreement will provide effective October 1, 2022, a surcharge of 3.125%, effective October 1, 2023, a surcharge of 6.25%, effective October 1, 2024 a surcharge of 9.375%, and effective October 1, 2025 a surcharge of 12.5%. Surcharges for the three-year period of FY 2020, FY 2021, and FY 2022 totaling approximately $2,923,000 are recommended for write-off in the Water and Sewer Fund.

The agreement was approved by the City of Oakland Park at their August 3, 2022 City Commission Meeting. Staff seeks approval of the proposed agreement for full execution.

Resource Impact

As the new agreement is effective October 1, 2022, there is no impact for Fiscal Year 2022 associated with the agreement. As noted above, revenue of approximately

$2,923,000 will be reduced in the Water and Sewer Fund in FY 2022 due to the write off of previously recorded surcharges, as reflected in the September Consolidated Budget Amendment (CAM #22-0681).

Strategic Connections
This item supports the Press Play Fort Lauderdale 2024 Strategic Plan, specifically advancing:
- The Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are United.

Related CAM
#22-0681

Attachments
Exhibit 1 – Agreement for Sale of Potable Water, Including Map and Legal Description
Exhibit 2 – Executed Resolution/Agreement – City of Oakland Park
Exhibit 3 – Resolution

Prepared by:	Susan Grant, Assistant City Manager/Director of Finance Friseta Davis, Sr. Admin Assistant, Finance
Department Director:	Susan Grant, Finance Alan Dodd, Public Works

AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between:

CITYOFFORTLAUDERDALE,amunicipal corporationof the StateofFlorida, herein called the "Seller,"

and

CITYOFOAKLAND PARK, a municipal corporation of the State of Florida, herein called the 'Consumer," collectively "Parties."

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1963 for the provision of potable water from Seller to Consumer; and

WHEREAS, the Agreement was amended in 1965 and 1988 to modify the service area; and

WHEREAS, pursuant to Resolution No. 93-154, adopted at its meeting of December 1, 1993, the City Council of the City of Oakland Park authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 93-214, adopted at its meeting of December 21, 1993, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers upon terms mutually agreeable;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Beginning October 1, 2022, and continuing for a period of twenty-five years (25) thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein. The Agreement may be extended for an additional two (2) five-year terms. Each party should notify the other regarding intention to extend or not extend two years prior to the expiration date of the Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer

shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described/depicted in Exhibit "A" hereto attached and made part of this Agreement. Such areas cannot be modified without the written consent of the Seller first obtained and evidenced by an amendment to this Agreement. It is understood and agreed by the Parties that the areas described/depicted in Exhibit "A" constitute the areas served by the Consumer at the time of execution of this Agreement. It is further understood and agreed between the Parties that this Agreement shall be of no force and effect in any area in which the Seller or Consumer has outstanding contractual obligations which, in any way, conflict with the terms of this Agreement. In the event Consumer annexes an area during the term of this Agreement, upon reasonable notice, Seller will supply water to Consumer to serve such area, provided Consumer has obtained the water franchise rights for such annexed area.

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the boundaries set forth in Exhibit "A," so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the boundaries set forth in Exhibit "A," except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the areas described/depicted in Exhibit "A." Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller

shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain in the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arrange for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the test whenever possible. If such test shows that the master meter has been over-registering by more than two percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. As provided for in Florida State Statutes [FS 180.191.(1)(a), and 180.191.(1)(b)], regarding surcharge for water service provided outside the Sellers municipal limits, water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale plus the following surcharge.

Effective Date	**Surcharge Percentage**
October 1, 2022	3.125%
October 1, 2023	6.25%
October 1, 2024	9.375%
October 1, 2025 and until the end of this agreement	12.5%

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer's non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits or other data as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

13. Consumer and Seller hereby agree to collaborate when the Seller initiate any new infrastructure work within the Consumer's right- of-way. The Seller will notify the Consumer of any proposed new work in the Consumer right-of-way. Seller will comply with all applicable federal, state, and local laws, and with the consumer's municipal codes governing construction such as; noise ordinances, work at nights, National Pollutant Discharge Elimination System (NPDES), American with Disability Act (ADA), and maintenance of traffic (MOT), and any applicable agencies permits. The Seller will apply and obtain all required permits from the Consumer and any applicable permitting agencies. All new work within the Consumer right-of-way will be done according to the Seller's Standards for Utility Work and will utilize Consumer's Engineering Standards for right-of- way restoration. The Seller will provide regular updates to any project progress, so that Consumer can update its Commission and its customers. The Seller will perform all due diligence in identifying existing utilities and provides horizontal and vertical field verification for any potential conflicts. In the case of an emergency repairs and/or emergency replacement, the Seller will notify the Consumer of the repair/replacement, so that the Consumer can notify its Commission and its customers of the emergency.

14. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses and expenses, including, but not limited to, damages to persons or property, judgments and attorneys' fees, arising out of and in connection with this Agreement.

15. The Seller shall have the right to install feeder mains, and necessary booster pumps and storage facilities in the existing city limits of Consumer and in any future incorporated areas. The Seller shall have the right to repair and replace such aforementioned mains, pumps and storage facilities, with the understanding that the Seller shall replace, repair or otherwise return the paving and right-of-way to

its original condition when these installations and repairs are made. All such work shall comply with all applicable regulations of Consumer. All operational and maintenance expenses of such installations shall be the responsibility of the Seller.

16. This Agreement supersedes the previous agreements between the Parties dated August 16, 1955, March 7, 1961 and October 29, 1963, January 5, 1994, as amended. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

17. This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

18. In the event the Seller enters into a potable water agreement with another Florida municipality or government entity that contains substantially similar terms and conditions as this agreements that would levy a surcharge rate lower than that included herein, then the Seller shall so notify the Consumer and, at the Consumer's sole option, the surtax rate applied herein will be adjusted so as to be consistent with the lowest surcharge rate extended to such Florida municipality or government entity.

19. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

20. PUBLIC RECORDS

IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE,

FLORIDA 33301, PHONE: 954-828-5002, E-MAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSUMER shall:

1. Keep and maintain public records required by the City of Fort Lauderdale ("City") in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consumer does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consumer or keep and maintain public records required by the City to perform the service. If the Consumer transfers all public records to the City upon completion of this Agreement, the Consumer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consumer keeps and maintains public records upon completion of this Agreement, the Consumer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

SELLER

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
GREG CHAVARRIA
City Manager

_____ day of _____, 2022

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONSUMER

CITY OF OAKLAND PARK, a municipal corporation

By: _____

Mayor

(CORPORATE SEAL)

ATTEST:

By: _____

City Clerk

Approved as to Legal Form:

By: _____

City Attorney

EXHIBIT A

CITY OF OAKLAND PARK

BOUNDARY DESCRIPTION FOR WATER SERVICE AREA

THE AREAS TO BE SERVICED BY THE CONSUMER ARE SITUATED IN BROWARD COUNTY, FLORIDA, AND ARE DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 1 (FEDERAL HIGHWAY) AND THE NORTH RIGHT OF WAY LINE OF EAST OAKLAND PARK BLVD. (NE 31ST STREET); THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE EAST LINE OF SECTION 23, T49S, R42E; THENCE SOUTHERLY ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SECTION 26, T49S, R42E TO THE CENTER LINE OF NORTH FORK MIDDLE RIVER; THENCE MEANDER WESTERLY ALONG SAID CENTER LINE TO THE EAST RIGHT OF WAY LINE OF NE 6TH AVENUE; THENCE NORTHERLY ALONG SAID LINE AND NORTHERLY PROJECTION THEREOF TO THE INTERSECTION OF THE NORTH LINE OF SECTION 26, T49S, R42E; THENCE WESTERLY ALONG THE NORTH SECTION LINES OF SECTIONS 26, 27, 28, T49S, R42E, TO THE EAST RIGHT OF WAY LINE OF INTERSTATE NINETY-FIVE (I-95); THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 28, T49S, R42E; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 2, "GEDEON SUBDIVISION", P.B. 21, PG. 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY OF SAID LOT 15 AND WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE EAST LINE OF SECTION 29, T49S, R42E; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT THAT IS 139.57 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF (NW 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29. THENCE WESTERLY ALONG A LINE THAT IS 139.57 FEET SOUTH OF AND PARALELL TO SAID SOUTH LINE A DISTANCE OF 331.98 FEET; THENCE NORTHERLY ALONG A LINE THAT IS 331.98 FEET WEST OF AND PARALELL TO SAID WEST LINE OF SECTION 29, T49S, R42E TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF (NW 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT THAT IS 183.57 FEET EAST OF THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE SOUTHERLY ALONG A LINE THAT IS 183.57 FEET EAST OF AND PARALELL TO SAID WEST LINE OF THE EAST HALF (E 1/2), A DISTANCE OF 242.65 FEET; THENCE WESTERLY 183.57 FEET TO A POINT ON SAID AFOREMENTIONED EAST HALF (E 1/2); THENCE NORTHERLY ALONG SAID EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29 TO THE NORTHEAST CORNER OF PARCEL "A", LAKE TAHOE ESTATES, P.B. 57, PG. 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL "A" AND NORTHERLY ALONG THE EAST LINE OF SAID PLAT TO THE NORTHEAST CORNER THEREOF AND BEING THE NORTHEAST CORNER OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29 TO THE SOUTHEAST CORNER OF LOT 20, BLOCK 1, ORANGE GROVE MANORS, P.B. 30, PG. 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EAST LINE OF SAID PLAT AND THE NORTHERLY EXTENSION THEREOF TO INTERSECT THE NORTH LINE OF SAID SECTION 29; THENCE WESTERLY TO THE NORTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 19, T49S, R42E; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WEST LINE OF STROK PLAT 2, P.B. 147, PG. 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PLAT TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PLAT TO THE INTERSECTION OF THE WEST PLAT LINE OF OAKLAND GROVE COMMERCE PARK, P.B. 142,

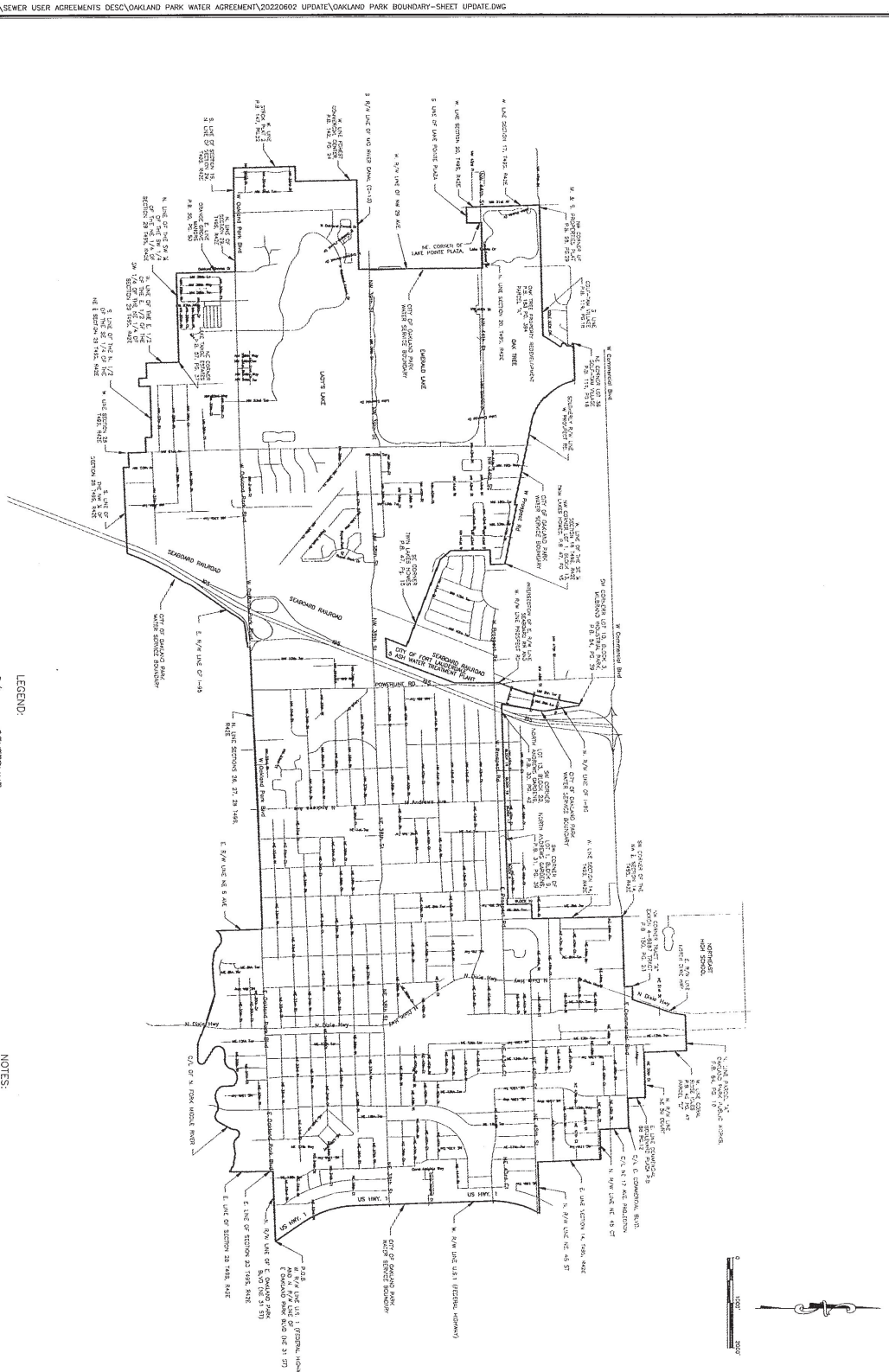
PG. 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST PLAT LINE TO THE NORTHWEST CORNER OF FOREST COMMERCIAL CENTER, P.B. 142, PG. 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH PLAT LINE TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 ALSO BEING THE WEST LINE OF SECTION 20, T49S, R42E; THENCE CONTINUE EASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF MID RIVER CANAL (C-13) APPROXIMATELY 1315 FEET TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF NW 29TH AVENUE; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION ACROSS THE C-13 CANAL RIGHT OF WAY TO THE WEST RIGHT OF WAY LINE OF NW 29TH AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20; THENCE WESTERLY ALONG SAID NORTH LINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LAKE POINTE PLAZA, P.B. 128, PG. 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION TO THE SOUTHEAST CORNER OF PARCEL "A" OF SAID LAKE POINTE PLAZA PLAT; THENCE WESTERLY FOLLOWING THE PLAT LIMITS TO THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING WESTERLY ALONG THE WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 20; THENCE NORTHERLY TO THE NORTHWEST CORNER OF SAID SECTION 20 AND BEING THE SOUTHWEST CORNER OF SECTION 17, T49S, R42E; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 17 TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF M. & S. PROPERTIES PLAT, P.B. 98, PG. 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUING EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 11, GOLF-TAM VILLAGE, P.B. 119, PG. 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUING EASTERLY AND NORTHEASTERLY ALONG THE GOLF-TAM VILLAGE PLAT LIMITS TO THE NORTHEAST CORNER OF LOT 36 OF SAID PLAT, SAID CORNER ALSO BEING THE MOST NORTHWESTERLY CORNER OF PARCEL "A", OAK TREE PROPERTY REDEVELOPMENT, P.B. 183, PG. 394, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF OAK TREE PROPERTY REDEVELOPMENT PLAT TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE SOUTHEASTERLY FOLLOWING THE WESTERLY AND SOUTHERLY RIGHT OF WAY LINE OF PROSPECT ROAD TO THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SW ¼) OF SECTION 16, T49S, R42E, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 13, TWIN LAKES HOMES, P.B. 47, PG. 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY, WESTERLY, AND SOUTHEASTERLY FOLLOWING THE BOUNDARY OF SAID PLAT TO THE SOUTHEAST CORNER; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID PLAT TO THE SOUTHWEST CORNER OF BLOCK 29B, TWIN LAKES SECTION 2, P.B. 30, PG. 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID BLOCK 29B TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE SEABOARD RAILROAD, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE CORPORATE LIMITS OF THE CITY OF FORT LAUDERDALE AND ALSO KNOWN AS "FIVEASH WATER PLANT AREA"; THENCE SOUTHWESTERLY, EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CITY OF FORT LAUDERDALE CORPORATE LIMITS TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST PROSPECT ROAD; THENCE CONTONUE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID CORPORATE LIMITS TO THE INTERSECTION OF THE SEABOARD RAILROAD EASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10, BLOCK 3, MILBRAND INDUSTRIAL PARK, P.B. 54, PG. 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 10 AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 5 (I95); THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK 20, NORTH ANDREWS GARDENS, P.B. 30, PG. 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF LOTS 13 THROUGH 20, BLOCK 20, LOTS 12 THROUGH 1, BLOCK 19, LOTS 12 THROUGH 1, BLOCK 18 AND LOTS RESERVED, 8 THROUGH 1, BLOCK 17, OF SAID NORTH

ANDREWS GARDENS PLAT; THENCE CONTINUE EASTERLY TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 9, NORTH ANDREWS GARDENS, P.B. 31, PG. 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUE EASTERLY ALONG THE SOUTH LINE OF LOTS 1 THROUGH 22, BLOCK 9 TO THE SOUTHEAST CORNER OF SAID LOT 22; THENCE SOUTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 17, BLOCK 10 OF SAID NORTH ANDREWS GARDENS; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 17 TO THE EAST LINE OF SAID BLOCK 10; THENCE NORTH AND EAST ALONG SAID BLOCK 10 BOUNDARY AND THE EASTERLY EXTENSION THEREOF TO THE INTERSECTION WITH THE WEST LINE OF SECTION 14, T49S, R42E; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF TRACT "A", EXXON 4-6887 TRACT, P.B. 150, PG. 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH ALONG SAID EXTENSION AND CONTINUING NORTH AND EAST ALONG SAID TRACT "A" TO THE NORTHEAST CORNER THEREOF; THENCE CONTINEING EAST ALONG THE EASTERLY EXTENTION OF THE NORTH LINE OF SAID TRACT "A" TO THE EASTERLY RIGHT OF WAY LINE OF NORTH DIXIE HIGHWAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2, VIRGINIA PARK, P.B. 11, PG. 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF G & R COMMERCIAL PARK, P.B. 64, PG. 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EAST ALONG SAID NORTH LINE OF SAID PLAT AND THE NORTH LINE OF PARCEL "A" OAKLAND PARK PUBLIC WORKS, P.B. 64, PG. 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL "A" AND BEING THE WEST LINE OF PARCEL "D", CORAL RIDGE ISLES, P.B. 45, PG. 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE SOUTHWEST CORNER OF SAID PARCEL "D", SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 50TH COURT; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST PLAT LINE OF COMMERCIAL BOULEVARD PLAZA, P.B. 88, PG. 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EXTENDED EAST LINE TO THE INTERSECTION OF THE CENTERLINE OF E. COMMERCIAL BLVD.; THENCE EASTERLY ALONG SAID CENTERLINE TO THE NORTHERLY PROJECTION OF THE CENTER LINE OF NE 17TH AVENUE; THENCE SOUTHERLY ALONG SAID NORTHERLY PROJECTION CENTER LINE TO THE PROJECTED NORTH RIGHT OF WAY LINE OF NE 48 COURT; THENCE CONTINUE EASTERLY ALONG SAID LINE TO THE EAST LINE OF SECTION 14, T49S, R42E; THENCE SOUTHERLY ALONG SAID LINE TO THE PROJECTION OF THE NORTH RIGHT OF WAY LINE OF NE 45TH STREET; THENCE EASTERLY ALONG SAID LINE TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY ONE (FEDERAL HIGHWAY); THENCE SOUTHERLY ALONG SAID LINE TO THE NORTH RIGHT OF WAY LINE OF OAKLAND PARK BLVD. BEING THE POINT OF BEGINNING.

DESCRIPTION PREPARED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

MICHAEL W. DONALDSON LS6490

P:\01-SKETCH & DESCRIPTIONS\SEWER USER AGREEMENTS DESC\OAKLAND PARK WATER AGREEMENT\20220602 UPDATE\OAKLAND PARK BOUNDARY-SHEET UPDATE.DWG



LEGEND:

C/L	CENTERLINE
P.B.	PLAT BOOK
P.G.	PAGE
R/W	RIGHT OF WAY
R(#)E	RANGE EAST
T(#)S	TOWNSHIP SOUTH

NOTES:

1) THIS MAP IS NOT A SURVEY AND IS FOR REFERENCE ONLY.
2) REFER TO LARGE USER WATER SERVICE AREA AGREEMENT FOR BOUNDARY DESCRIPTION.

TRAVERSE FILE NO.	4-143-30
CAD FILE:	1
TOTAL SHEET NO.	1

PROJECT # P-80808
LARGE WATER USER AGREEMENT
CITY OF OAKLAND PARK
AGREEMENT LIMITS
OAKLAND PARK

REVISIONS				
NO.	DATE	BY	CHK'D	DESCRIPTION
1	3/30/22	MWD	SP	EXCLUDE OAK TREE SUBDIVISION
2	6/14/22	MWD	SP	BOUNDARY UPDATE

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DRAWN BY: CH	DATE: 01/25/22
DESIGNED BY: MD	SCALE: 1"=1,000'
CHECKED BY: MD	
FIELD BOOK:	

ENGINEER: #Name
REG. No.: #NO.
DATE: #DATE

RESOLUTION NO. R-2022-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SALE OF POTABLE WATER BETWEEN THE CITY OF FORT LAUDERDALE AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the proper City Officials to execute an Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City Officials to execute an Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park. A copy of the Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 3rd day of August 2022.

CITY OF OAKLAND PARK, FLORIDA

MAYOR MICHAEL E. CARN

A. GORDON	YES
M. ROSENWALD	YES
M. SPARKS	YES
J. BOLIN	ABSENT
M. CARN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this 3rd day of August, 2022, by and between:

CITYOFFORTLAUDERDALE,amunicipal corporationof the StateofFlorida, herein called the "Seller,"

and

CITYOFOAKLAND PARK, a municipal corporation of the State of Florida, herein called the 'Consumer," collectively "Parties."

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1963 for the provision of potable water from Seller to Consumer; and

WHEREAS, the Agreement was amended in 1965 and 1988 to modify the service area; and

WHEREAS, pursuant to Resolution No. 93-154, adopted at its meeting of December 1, 1993, the City Council of the City of Oakland Park authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 93-214, adopted at its meeting of December 21, 1993, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers upon terms mutually agreeable;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Beginning October 1, 2022, and continuing for a period of twenty-five years (25) thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein. The Agreement may be extended for an additional two (2) five-year terms. Each party should notify the other regarding intention to extend or not extend two years prior to the expiration date of the Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer

R-2022-100

shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described/depicted in Exhibit "A" hereto attached and made part of this Agreement. Such areas cannot be modified without the written consent of the Seller first obtained and evidenced by an amendment to this Agreement. It is understood and agreed by the Parties that the areas described/depicted in Exhibit "A" constitute the areas served by the Consumer at the time of execution of this Agreement. It is further understood and agreed between the Parties that this Agreement shall be of no force and effect in any area in which the Seller or Consumer has outstanding contractual obligations which, in any way, conflict with the terms of this Agreement. In the event Consumer annexes an area during the term of this Agreement, upon reasonable notice, Seller will supply water to Consumer to serve such area, provided Consumer has obtained the water franchise rights for such annexed area.

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the boundaries set forth in Exhibit "A," so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the boundaries set forth in Exhibit "A," except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the areas described/depicted in Exhibit "A." Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller

shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain in the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arrange for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the test whenever possible. If such test shows that the master meter has been over-registering by more than two percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. As provided for in Florida State Statutes [FS 180.191.(1)(a), and 180.191.(1)(b)], regarding surcharge for water service provided outside the Sellers municipal limits, water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale plus the following surcharge.

Effective Date	**Surcharge Percentage**
October 1, 2022	3.125%
October 1, 2023	6.25%
October 1, 2024	9.375%
October 1, 2025 and until the end of this agreement	12.5%

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer's non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits or other data as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

13. Consumer and Seller hereby agree to collaborate when the Seller initiate any new infrastructure work within the Consumer's right- of-way. The Seller will notify the Consumer of any proposed new work in the Consumer right-of-way. Seller will comply with all applicable federal, state, and local laws, and with the consumer's municipal codes governing construction such as; noise ordinances, work at nights, National Pollutant Discharge Elimination System (NPDES), American with Disability Act (ADA), and maintenance of traffic (MOT), and any applicable agencies permits. The Seller will apply and obtain all required permits from the Consumer and any applicable permitting agencies. All new work within the Consumer right-of-way will be done according to the Seller's Standards for Utility Work and will utilize Consumer's Engineering Standards for right-of- way restoration. The Seller will provide regular updates to any project progress, so that Consumer can update its Commission and its customers. The Seller will perform all due diligence in identifying existing utilities and provides horizontal and vertical field verification for any potential conflicts. In the case of an emergency repairs and/or emergency replacement, the Seller will notify the Consumer of the repair/replacement, so that the Consumer can notify its Commission and its customers of the emergency.

14. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses and expenses, including, but not limited to, damages to persons or property, judgments and attorneys' fees, arising out of and in connection with this Agreement.

15. The Seller shall have the right to install feeder mains, and necessary booster pumps and storage facilities in the existing city limits of Consumer and in any future incorporated areas. The Seller shall have the right to repair and replace such aforementioned mains, pumps and storage facilities, with the understanding that the Seller shall replace, repair or otherwise return the paving and right-of-way to

its original condition when these installations and repairs are made. All such work shall comply with all applicable regulations of Consumer. All operational and maintenance expenses of such installations shall be the responsibility of the Seller.

16. This Agreement supersedes the previous agreements between the Parties dated August 16, 1955, March 7, 1961 and October 29, 1963, January 5, 1994, as amended. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

17. This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

18. In the event the Seller enters into a potable water agreement with another Florida municipality or government entity that contains substantially similar terms and conditions as this agreements that would levy a surcharge rate lower than that included herein, then the Seller shall so notify the Consumer and, at the Consumer's sole option, the surtax rate applied herein will be adjusted so as to be consistent with the lowest surcharge rate extended to such Florida municipality or government entity.

19. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

20. **PUBLIC RECORDS**

IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE,

FLORIDA 33301, PHONE: 954-828-5002, E-MAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSUMER shall:

1. Keep and maintain public records required by the City of Fort Lauderdale ("City") in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consumer does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consumer or keep and maintain public records required by the City to perform the service. If the Consumer transfers all public records to the City upon completion of this Agreement, the Consumer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consumer keeps and maintains public records upon completion of this Agreement, the Consumer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

SELLER

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
GREG CHAVARRIA
City Manager

_____ day of _____, 2022

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONSUMER

CITY OF OAKLAND PARK, a municipal corporation

By: _____

Mayor

(CORPORATE SEAL)

CITY OF OAKLAND PARK INCORPORATED 1929 FLORIDA

ATTEST:

By: _____

City Clerk

R-2022-100

Approved as to Legal Form:

By: _____

City Attorney

EXHIBIT A

CITY OF OAKLAND PARK

BOUNDARY DESCRIPTION FOR WATER SERVICE AREA

THE AREAS TO BE SERVICED BY THE CONSUMER ARE SITUATED IN BROWARD COUNTY, FLORIDA, AND ARE DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 1 (FEDERAL HIGHWAY) AND THE NORTH RIGHT OF WAY LINE OF EAST OAKLAND PARK BLVD. (NE 31ST STREET); THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE EAST LINE OF SECTION 23, T49S, R42E; THENCE SOUTHERLY ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SECTION 26, T49S, R42E TO THE CENTER LINE OF NORTH FORK MIDDLE RIVER; THENCE MEANDER WESTERLY ALONG SAID CENTER LINE TO THE EAST RIGHT OF WAY LINE OF NE 6TH AVENUE; THENCE NORTHERLY ALONG SAID LINE AND NORTHERLY PROJECTION THEREOF TO THE INTERSECTION OF THE NORTH LINE OF SECTION 26, T49S, R42E; THENCE WESTERLY ALONG THE NORTH SECTION LINES OF SECTIONS 26, 27, 28, T49S, R42E, TO THE EAST RIGHT OF WAY LINE OF INTERSTATE NINETY-FIVE (I-95); THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 28, T49S, R42E; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 2, "GEDEON SUBDIVISION", P.B. 21, PG. 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY OF SAID LOT 15 AND WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE EAST LINE OF SECTION 29, T49S, R42E; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT THAT IS 139.57 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF (NW 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29. THENCE WESTERLY ALONG A LINE THAT IS 139.57 FEET SOUTH OF AND PARALELL TO SAID SOUTH LINE A DISTANCE OF 331.98 FEET; THENCE NORTHERLY ALONG A LINE THAT IS 331.98 FEET WEST OF AND PARALELL TO SAID WEST LINE OF SECTION 29, T49S, R42E TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF (NW 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT THAT IS 183.57 FEET EAST OF THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE SOUTHERLY ALONG A LINE THAT IS 183.57 FEET EAST OF AND PARALELL TO SAID WEST LINE OF THE EAST HALF (E 1/2), A DISTANCE OF 242.65 FEET; THENCE WESTERLY 183.57 FEET TO A POINT ON SAID AFOREMENTIONED EAST HALF (E 1/2); THENCE NORTHERLY ALONG SAID EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29 TO THE NORTHEAST CORNER OF PARCEL "A", LAKE TAHOE ESTATES, P.B. 57, PG. 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL "A" AND NORTHERLY ALONG THE EAST LINE OF SAID PLAT TO THE NORTHEAST CORNER THEREOF AND BEING THE NORTHEAST CORNER OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29 TO THE SOUTHEAST CORNER OF LOT 20, BLOCK 1, ORANGE GROVE MANORS, P.B. 30, PG. 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EAST LINE OF SAID PLAT AND THE NORTHERLY EXTENSION THEREOF TO INTERSECT THE NORTH LINE OF SAID SECTION 29; THENCE WESTERLY TO THE NORTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 19, T49S, R42E; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WEST LINE OF STROK PLAT 2, P.B. 147, PG. 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PLAT TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PLAT TO THE INTERSECTION OF THE WEST PLAT LINE OF OAKLAND GROVE COMMERCE PARK, P.B. 142,

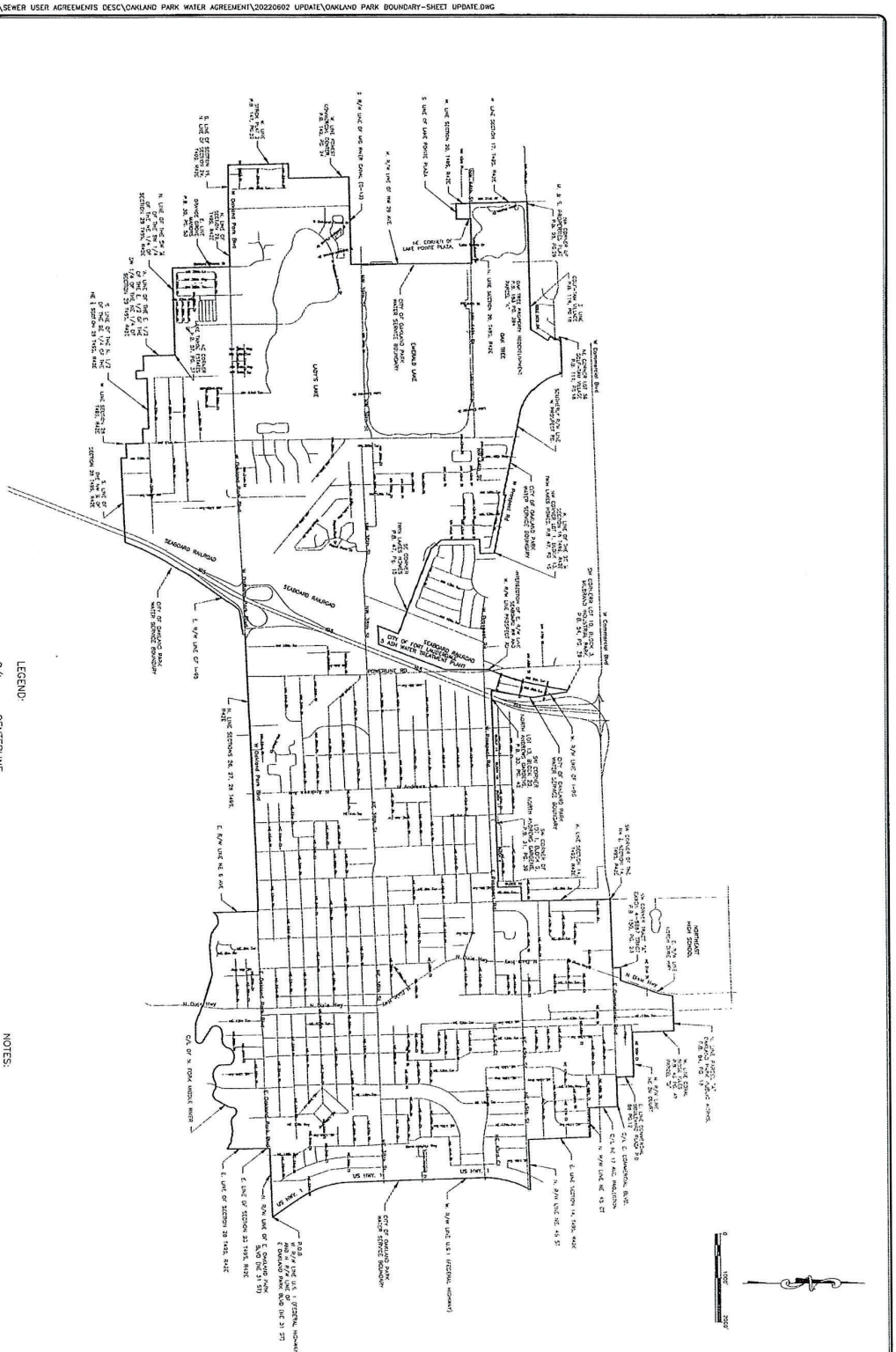
PG. 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST PLAT LINE TO THE NORTHWEST CORNER OF FOREST COMMERCIAL CENTER, P.B. 142, PG. 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH PLAT LINE TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 ALSO BEING THE WEST LINE OF SECTION 20, T49S, R42E; THENCE CONTINUE EASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF MID RIVER CANAL (C-13) APPROXIMATELY 1315 FEET TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF NW 29TH AVENUE; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION ACROSS THE C-13 CANAL RIGHT OF WAY TO THE WEST RIGHT OF WAY LINE OF NW 29TH AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20; THENCE WESTERLY ALONG SAID NORTH LINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LAKE POINTE PLAZA, P.B. 128, PG. 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION TO THE SOUTHEAST CORNER OF PARCEL "A" OF SAID LAKE POINTE PLAZA PLAT; THENCE WESTERLY FOLLOWING THE PLAT LIMITS TO THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING WESTERLY ALONG THE WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 20; THENCE NORTHERLY TO THE NORTHWEST CORNER OF SAID SECTION 20 AND BEING THE SOUTHWEST CORNER OF SECTION 17, T49S, R42E; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 17 TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF M. & S. PROPERTIES PLAT, P.B. 98, PG. 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUING EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 11, GOLF-TAM VILLAGE, P.B. 119, PG. 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUING EASTERLY AND NORTHEASTERLY ALONG THE GOLF-TAM VILLAGE PLAT LIMITS TO THE NORTHEAST CORNER OF LOT 36 OF SAID PLAT, SAID CORNER ALSO BEING THE MOST NORTHWESTERLY CORNER OF PARCEL "A", OAK TREE PROPERTY REDEVELOPMENT, P.B. 183, PG. 394, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF OAK TREE PROPERTY REDEVELOPMENT PLAT TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE SOUTHEASTERLY FOLLOWING THE WESTERLY AND SOUTHERLY RIGHT OF WAY LINE OF PROSPECT ROAD TO THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SW ¼) OF SECTION 16, T49S, R42E, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 13, TWIN LAKES HOMES, P.B. 47, PG. 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY, WESTERLY, AND SOUTHEASTERLY FOLLOWING THE BOUNDARY OF SAID PLAT TO THE SOUTHEAST CORNER; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID PLAT TO THE SOUTHWEST CORNER OF BLOCK 29B, TWIN LAKES SECTION 2, P.B. 30, PG. 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID BLOCK 29B TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE SEABOARD RAILROAD, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE CORPORATE LIMITS OF THE CITY OF FORT LAUDERDALE AND ALSO KNOWN AS "FIVEASH WATER PLANT AREA"; THENCE SOUTHWESTERLY, EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CITY OF FORT LAUDERDALE CORPORATE LIMITS TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST PROSPECT ROAD; THENCE CONTONUE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID CORPORATE LIMITS TO THE INTERSECTION OF THE SEABOARD RAILROAD EASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10, BLOCK 3, MILBRAND INDUSTRIAL PARK, P.B. 54, PG. 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 10 AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 5 (I95); THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK 20, NORTH ANDREWS GARDENS, P.B. 30, PG. 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF LOTS 13 THROUGH 20, BLOCK 20, LOTS 12 THROUGH 1, BLOCK 19, LOTS 12 THROUGH 1, BLOCK 18 AND LOTS RESERVED, 8 THROUGH 1, BLOCK 17, OF SAID NORTH

ANDREWS GARDENS PLAT; THENCE CONTINUE EASTERLY TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 9, NORTH ANDREWS GARDENS, P.B. 31, PG. 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUE EASTERLY ALONG THE SOUTH LINE OF LOTS 1 THROUGH 22, BLOCK 9 TO THE SOUTHEAST CORNER OF SAID LOT 22; THENCE SOUTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 17, BLOCK 10 OF SAID NORTH ANDREWS GARDENS; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 17 TO THE EAST LINE OF SAID BLOCK 10; THENCE NORTH AND EAST ALONG SAID BLOCK 10 BOUNDARY AND THE EASTERLY EXTENSION THEREOF TO THE INTERSECTION WITH THE WEST LINE OF SECTION 14, T49S, R42E; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF TRACT "A", EXXON 4-6887 TRACT, P.B. 150, PG. 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH ALONG SAID EXTENSION AND CONTINUING NORTH AND EAST ALONG SAID TRACT "A" TO THE NORTHEAST CORNER THEREOF; THENCE CONTINEING EAST ALONG THE EASTERLY EXTENTION OF THE NORTH LINE OF SAID TRACT "A" TO THE EASTERLY RIGHT OF WAY LINE OF NORTH DIXIE HIGHWAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2, VIRGINIA PARK, P.B. 11, PG. 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF G & R COMMERCIAL PARK, P.B. 64, PG. 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EAST ALONG SAID NORTH LINE OF SAID PLAT AND THE NORTH LINE OF PARCEL "A" OAKLAND PARK PUBLIC WORKS, P.B. 64, PG. 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL "A" AND BEING THE WEST LINE OF PARCEL "D", CORAL RIDGE ISLES, P.B. 45, PG. 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE SOUTHWEST CORNER OF SAID PARCEL "D", SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 50TH COURT; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST PLAT LINE OF COMMERCIAL BOULEVARD PLAZA, P.B. 88, PG. 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EXTENDED EAST LINE TO THE INTERSECTION OF THE CENTERLINE OF E. COMMERCIAL BLVD.; THENCE EASTERLY ALONG SAID CENTERLINE TO THE NORTHERLY PROJECTION OF THE CENTER LINE OF NE 17TH AVENUE; THENCE SOUTHERLY ALONG SAID NORTHERLY PROJECTION CENTER LINE TO THE PROJECTED NORTH RIGHT OF WAY LINE OF NE 48 COURT; THENCE CONTINUE EASTERLY ALONG SAID LINE TO THE EAST LINE OF SECTION 14, T49S, R42E; THENCE SOUTHERLY ALONG SAID LINE TO THE PROJECTION OF THE NORTH RIGHT OF WAY LINE OF NE 45TH STREET; THENCE EASTERLY ALONG SAID LINE TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY ONE (FEDERAL HIGHWAY); THENCE SOUTHERLY ALONG SAID LINE TO THE NORTH RIGHT OF WAY LINE OF OAKLAND PARK BLVD. BEING THE POINT OF BEGINNING.

DESCRIPTION PREPARED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

MICHAEL W. DONALDSON LS6490

P:\01-SKETCH & DESCRIPTIONS\SEWER USER AGREEMENTS DESC\OAKLAND PARK WATER AGREEMENT\20220602 UPDATE\OAKLAND PARK BOUNDARY-SHEET UPDATE.DWG



LEGEND:

C/L	CENTERLINE
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
R(#)E	RANGE EAST
T(#)S	TOWNSHIP SOUTH

NOTES:

1) THIS MAP IS NOT A SURVEY AND IS FOR REFERENCE ONLY.
2) REFER TO LARGE USER WATER SERVICE AREA AGREEMENT FOR BOUNDARY DESCRIPTION.

SHEET NO.	1
TOTAL:	1
CAD FILE:	
DRAWING FILE: NO SCALE	

PROJECT # P-80808
LARGE WATER USER AGREEMENT
CITY OF OAKLAND PARK
AGREEMENT LIMITS
OAKLAND PARK

REVISIONS				
NO.	DATE	BY	CK'D	DESCRIPTION
1	3/30/22	WMD	SP	EXCLUDE OAK TREE SUBDIVISION
2	6/14/22	WMD	SP	BOUNDARY UPDATE

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 South Andrews Avenue, Fort Lauderdale, Florida 33301

DRAWN BY:	CH
DATE:	01/25/22
DESIGNED BY:	MD
SCALE:	1"=1,000'
CHECKED BY:	MD
FIELD BOOK:	N/A

ENGINEER:
#Name
REG. No. #NO.
DATE: #DATE

TEL: #Tel
FAX: #Fax

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AGREEMENT FOR SALE OF POTABLE WATER WITH THE CITY OF OAKLAND PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME AND AUTHORIZING THE DIRECTOR OF FINANCE TO WRITE OFF APPROXIMATELY $2,923,000 RELATING TO THE 25% SURCHARGE THAT WAS EFFECTIVE OCTOBER 1, 2019; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("City") has sold potable water to the City of Oakland Park since 1963; and

WHEREAS, the original agreement was amended in 1965 and again in 1988, with a new 30-year agreement entered in 1993, which expires in 2023; and

WHEREAS, in October 2019, the City changed its rate structure and included a 25% surcharge to master meter consumers receiving water outside the corporate limits; and

WHEREAS, the provisions for the surcharge were not included in the existing agreement with the City of Oakland Park; and

WHEREAS, the City of Oakland Park ("Oakland Park") requested the surcharge be held in abeyance during the negotiations of the new agreement and it is recommended that the surcharges for the fiscal years 2020, 2021 and 2022 totaling approximately $2,923,000 be written off in the Water and Sewer Fund;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the Agreement for Sale of Potable Water with the City of Oakland Park.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, authorizes the Director of Finance to write off approximately $2,923,000 in the Water and Sewer Fund relating to the 25% surcharge for the City of Oakland Park.

SECTION 3. That the City Commission of the City of Fort Lauderdale, Florida, authorizes the City Manager to execute the Agreement for Sale of Potable Water with the City of Oakland Park.

SECTION 4. That this Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED this _____ day of _____, 2022.

_____
Mayor
DEAN J. TRANTALIS

ATTEST:

_____
City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

_____
City Attorney
ALAIN E. BOILEAU

Dean J. Trantalis	_____
Heather Moraitis	_____
Steven Glassman	_____
Robert L. McKinzie	_____
Ben Sorensen	_____

Agreement
Port Everglades

For City Clerk's Office Use Only:

R-1

AGENDA ITEM REQUEST FORM

CITY COMMISSION MEETING
DATE: September 4, 2002

CONFERENCE AGENDA	REGULAR AGENDA
[ ] Old/New Business - *Requires Presentation*	[ ] Consent Agenda [ ] Motion for Discussion
[ ] Conference Reports	[ ] Public Hearing [ ] Ordinance [X] Resolution

TITLE OF AGENDA ITEM (SUBJECT):

30-Year Large User Water Agreement with Broward County for Service to Port Everglades.

DESCRIPTION OF ITEM AND ACTION DESIRED:

Recommend Authorization to Execute a 30-Year Large User Water Agreement with Broward County for Service to Port Everglades.

FLU

***FUNDS REQUESTED* (PROVIDE INDEX CODE, SUBOBJECT, AND TITLE OF SUBOBJECT):**

***RECOMMENDED ACTION* (Use ONLY for Regular Agenda) :**
[ ] Motion to Approve [ ] Introduce Ordinance [X] Introduce Resolution

***APPEARANCE* (NAMES AND TITLES OF OUTSIDE INDIVIDUALS ONLY):**

EXHIBITS: AGENDA MEMO NO. 02-1317 FROM CITY MANAGER
OTHER: _____

COMMENTS/NOTES:

SIGNATURE OF DEPARTMENT HEAD: _____ ***DATE:*** _____

NAME AND TITLE OF AUTHOR: *Frank Coulter, Deputy Public Services Director* ***PHONE NUMBER:*** *954-828-7802*
DISTRIBUTION: ORIGINAL TO CITY CLERK'S OFFICE COPY TO CITY ATTORNEY'S OFFICE COPY FOR DEPARTMENT FILES

MEMORANDUM NO. 02-1317

Pia Paige
954-523-3404
x 3629

DATE: September 3, 2002

TO: Mayor Jim Naugle
Vice-Mayor Cindi Hutchinson
Commissioner Gloria F. Katz
Commissioner Tim Smith
Commissioner Carlton B. Moore

FROM: F. T. Johnson, City Manager

VIA: Gregory A. Kisela, Assistant City Manager

BY: Frank T. Coulter, Deputy Public Services Director

SUBJECT: September 4, 2002 Agenda – 30-Year Large User Agreement with Broward County for Water Service to Port Everglades

The City of Fort Lauderdale has provided water service to Port Everglades since 1972 through a large user water agreement, which expired March 31, 2002.

As part of a 1994 four-party service agreement (Fort Lauderdale, Broward County, Hollywood and Dania), the City of Hollywood was given the right of first refusal to provide water and sewer service to the area in the Port within their municipal boundaries upon the expiration of the Port's Large User Agreements with Fort Lauderdale. Notice of Hollywood's intent to exercise this right for water service to the Port was given in a timely manner in March 2001. However, Hollywood did not, and still does not have the facilities in place to serve the Port.

When the 1972 agreement expired, the County requested an interim month-to-month agreement with Fort Lauderdale for up to six months to allow for negotiation of a longer term agreement. This interim agreement was approved by the Commission at its March 19, 2002 City Commission meeting and will expire on September 30, 2002.

A new 30-year agreement has been negotiated with Broward County to provide large user water services to the Port. These large user water services are substantially the same as with the other Large Users. However, in addition, this agreement provides for the City, acting as the County's agent, to directly bill for water and wastewater service to the "land side" facilities in the Port (approximately 50 customers). The Port will continue to own, operate and maintain the water distribution system within the Port.

We recommend authorization for the appropriate City Officials to execute a 30-year agreement with Broward County for water service to Port Everglades.

LARGE USER AGREEMENT TO PROVIDE WATER,
AND WATER AND WASTEWATER BILLING SERVICES
TO PORT EVERGLADES

THIS IS A LARGE USER AGREEMENT to Provide Water and Wastewater Billing Service to Broward County, Port Everglades Department (APort Everglades@), made and entered into on this _____ day of _____ 2002, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter ACity,@

and

BROWARD COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter ACounty.@

WHEREAS, the City in its proprietary capacity, owns and operates a water producing and distribution facility, is in a position to service the County, and has provided County with water for County=s water distribution system within Port Everglades in the recent past pursuant to water service and interim water service agreements; and

WHEREAS, there is an existing agreement between the City and the County wherein City provides wastewater services to Port Everglades, said agreement dated _____, ____; and

WHEREAS, City and County desire to enter into a new long-term Agreement for City to provide water to Port Everglades and properties within the jurisdictional boundaries of Port Everglades under terms mutually agreeable to the parties; and

WHEREAS, the County in its proprietary capacity, owns and operates a water distribution system in Port Everglades, and desires to purchase from City water to be used in County=s Port Everglades distribution system in servicing County=s large user customers at Port Everglades and further desires to assure that properties within the jurisdictional Port Everglades boundaries of the County are furnished with potable water service by City acting as the County=s agent for water service; and

WHEREAS, the City, as the agent for the County in the provision of water and wastewater services within Port Eerglades will bill users of water and wastewater services directly; and

WHEREAS, at its meeting of _____, 2002, the Board of County Commissioners of Broward County approved this Agreement to Provide Water Service to Port Everglades; and

WHEREAS, at its meeting of _____, 2002, the City Commission of the City of Fort Lauderdale approved this Agreement to Provide Water Service to Port Everglades; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Recitals. The recitals above are true and correct and are hereby made a part of this Agreement.

Section 2. Purpose. The purposes of this Agreement include (a) allowing the County to purchase water distribution services from the City for resale in the Water Services Area, as later defined, of Port Everglades; (b) having the City act as the County=s agent in furnishing and providing water directly to other properties having individual meters and located within the Water Service Area; (c) havng the City directly bill users of water and wastewater services within Port Everglades, all under the terms and conditions set forth herein.

Section 3. Term. The term of this Agreement shall begin on October 1, 2002, and continue for a period of thirty (30) years, subject to extension for a mutually agreeable term upon the mutual written consent of City and County.

Section 4. Exclusivity.

(A) During the term of this Agreement, the County shall not purchase water from nor shall the County permit or consent to the distribution of water to individual customers within the Water Service Area by any person, firm or corporation other than the City, so long as the City is able to supply all water required by the County and properties within the Water Service Area, subject to the conditions

herein set out, except by written consent of City evidenced by a written amendment to this Agreement, and County shall not permit any properties or customers within the Water Service Area to purchase water from any person or entity other than City, without first obtaining written consent of City. Consent, as required by this section, shall be in the city=s full discretion.

(B) During the term of this Agreement, the County shall not pump water into its water distribution system from its own water producing facilities except upon written consent of the City.

(C) During the term of this Agreement, City shall be permitted to utilize County=s water distribution facilities within the Water Service Area to distribute water to properties within the Port Everglades Water Service Area, as provided in section 4 below. County shall continue to maintain and be responsible for its water distribution facilities, including but not limited to, water mains, valves, hydrants, and appurtenant facilities and equipment, with the execption of individual meters as described in section 7.

Section 5. Water Distribution. During the term of this Agreement, the City will undertake to deliver water to the County in such quantities as are required by the County for resale by the County to its citizens and its customers in the Water Service Area, and subject to the conditions herein contained, but only after the appropriate master water meter or master water meters are installed; EXCEPT THAT the County shall not allow any new customer to connect with the County=s distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without previous approval of City=s City Manager or his or her designee, and in the event any customer after being connected to the County=s distribution system should use as much as 400,000 gallons of water per day, City shall immediately be notified by the County and City=s approval obtained before such customer shall be furnished water in quantities exceeding 100,000 gallons per day. The parties acknowledge that all persons, entities, and properties (collectively Acustomers@) receiving potable water service under this agreement, other than the County, are customers of County, and City is providing water and billing services to County utilizing County=s water distribution system. The customers connected prior to the Effective Date of this Agreement are presently authorized by the City to utilize in excess of 100,000 gallons of water per day.

However, the City does not bind itself during period of water shortage resulting from an emergency condition of an inadequacy of mains or other facilities to do more than deliver water to said metering station in such quantities as are available for allocation by the City among all its customers outside of the City corporate limits of the City, after the demands of water consumers and customers and demands for fire protection within the City corporate limits of the City have been satisfied. In the event it should become necessary for the City to adopt regulations for conservation of water as directed by the State regulatory agencies in case of emergency, the County agrees that it will adopt and enforce similar regulations for conservation of water within the Water Service Area during such time of emergency.

Section 6. Service Area. City shall provide potable water service to Port Everglades and to properties and customers within County=s jurisdictional Port Everglades boundaries, which is the area situated in Broward County, Florida, known throughout this Agreement as the AWater Service Area@ and described as follows:

> The Water Service Area includes those areas within the jurisdictional limits of Port Everglades, as shown on the map attached hereto and made a part hereof as Exhibit AA@.

Section 7. Master Meters. There shall be one or more master meters installed, at points mutually agreeable, through which all water to be furnished hereunder by the City to the County shall be supplied and metered. The City shall, at the expense of the County, approve, procure and install any new master meters. After installation, the City will, at its own expense, maintain the meters; and title to same shall remain in the City. Upon execution of this Agreement, all right, title and interest in all individual meters for separate water accounts shall be transferred and assigned to City. All costs and expenses associated with the installation of meters for customers billed directly by City shall be borne by said individual customers, and all right, title and interest in said meters shall be in City. City shall be responsible for all maintenance and repair of all individual master meters and individually, City-billed meters throughout the course of this Agreement.

Section 8. Payment for Services. All master meters recording water distribution to the Water Service Area of Port Everglades shall be read and totaled each month by City employees or agents. Individual meters serving City customers directly within the Water Service Area shall be read and recorded by City employees or agents, and the individual customer shall be billed in accordance with Chapter 28 of the City of Fort Lauderdale Code of Ordinances. The sum total of all direct customer readings for the each month for the Water Service Area shall be subtracted from the master meter total to obtain the Large User billing amount for the month. The Large User billing amount shall be billed to the County at the City=s Large User rates, as amended from time to time.

Section 9. Water Rules and Regulations. The County and the customers and properties within the Water Service Area receiving water service directly from City shall be bound by the provisions of Chapter 28 of the ACode of Ordinances of the City of Fort Lauderdale,@ now existing or as amended from time to time, insofar as same are applicable and not varied by this Agreement, as well as all ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations, not in conflict herewith. The city reserves the right to discontinue water service to any customer failing to pay for service or failing to comply with Chapter 28 of the City of Fort Lauderdale Code of Ordinances or any federal, state or local law regulating water use. The County expressly grants the City permission to enter into, over, on or under any premises within the Water Service Area for the purposes of inspection and enforcement with respect to Chapter 28 of the City of Fort Lauderdale Code of Ordinances.

Section 10. Rates. The water rates charged by the City to the County herein shall be the monthly rates now or hereafter charged to municipalities, political subdivisions and privately owned utilities in the County which connect to the City=s water mains through a master meter or master meter=s arrangement. The water and sewer rates charged to customers, other than the County, and billed directly by City shall be as provided in Chapter 28 of the City of Fort Lauderdale Code of Ordinances, as amended from time to time. All individual customers within the Water Service Area shall be billed at the rate for customers within the corporate limits of the City.

Section 11. Monthly Statements. The City shall render monthly statements for water furnished through all master meters. The charges for water furnished will be based on the total sum of the meter readings. The County shall pay promptly all statements furnished. Should the County fail or refuse to pay the amount of such statement within the thirty (30) days after same has been submitted, the City shall have the right:

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

B. To enforce the provisions of Ordinances of the City providing for discontinuance of service until past due indebtedness is paid.

Customers within the Water Service Area receiving water and sewer services through individual meters and being billed directly by City shall receive statements as provided in Chapter 28 of the City of Fort Lauderdale Code of Ordinances, which is currently on a monthly basis, and be subject to all provisions thereof, including collection procedures.

Section 12. Permits.

(A) City shall obtain from the State Board of Health such permit or other data as may be required by the government agency or agencies having jursdiction, for water meters and service lines in Port everglades and which are covered by this Agreement.

(B) For water mains, County shall obtain from the State Board of Health such permit or other data as may be required by the City, and shall comply with all reasonable demands made by City from time to time, and shall furnish to City plans and specifications of the existing water distribution system of County and from time to time furnish copies of plans and specifications of any additions to or extension of County=s water distribution system for Port Everglades.

Section 13. Source of Water. Water sold to County and customers within the Water Service Area hereunder will be supplied from City=s water producing facilities and will be of substantially the same quality as the water furnished by City to all custoemrs.

Section 14. Facilities. The City shall have the right to install water meters, backflow preventers, and service lines in the Water Service Area when are necessary and essential for the performance by the City of its obligations under this Agreement. The location of such facilities shall be by mutual agreement between the parties. The City shall have the right to repair and replace such aforementioned meters and service lines as deemed necessary by City. When such installations or repairs are made, the City shall replace, repair or otherwise return the immediate vicinity of the installation or repair to substantially the same condition as existed immediately prior thereto. The County shall be responsible for complying with all federal, state and local regulations regarding water quality on the County=s side of the meters including, but not limited to, proper programs covering cross connection control, line flushing and bacteriological sampling and testing. The City shall be responsible for complying with all federal, state and local regulations regarding water quality on the City=s side of the meters, and with respect to backflow preventers and service lines.

Section 15. Immunity. City is a state agency as defined in Section 768.28, Florida Statutes, and County is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein shall be construed as or is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

Section 16. Amendment. 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 approved and executed by the parties.

Section 17. Effective Date. This Agreement shall on October 1, 2002. County and City agree to work diligently to take those necessary actions to transition, in six months or less, the individually-billed customers to the City=s billing system.

Section 18. Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective obligations and responsibilities under this Agreement.

Section 19. Notice. 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, 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 below until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For the City:

City Manager
City of Fort Lauderdale
City Hall, 7th Floor
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

For the County:

County Administrator
Broward County Governmental Center, Room 409
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301

And

Broward County, Port Everglades Department
Port Director
1850 Eller Drive
Fort Lauderdale, Florida 33316

Section 19. Waiver. Failure by the City 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.

Section 21. Severability. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 22. Entire Agreement. It is understood and agreed that this Agreement incorporated and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree 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.

Section 23. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by City or County without the prior written consent of City and County and only by a document of equal dignity herewith. This Agreement shall be binding on the successors and assigns of the parties.

Section 24. Third Party Beneficiaries. Neither City nor County intend that any person shall have a cause of action against either of them as third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that not 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 cheat any rights or obligations in any third person or entity under this Agreement.

Section 25. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for litigation arising out of or concerning this Agreement shall be Broward County, Florida.

Section 26. Joint Preparation. The parties hereto 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 a joint effort of

the parties, the language has been agreed to by the parties to express 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.

Section 27. Multiple Originals. This Agreement may be fully executed in five (5) counterparts by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

_____

By_____
Mayor

_____

By_____
City Manager

(CORPORATE SEAL)

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

BROWARD COUNTY, BY AND THROUGH
ITS BOARD OF COUNTY
COMMISSIONERS

By_____
Lori Nance Parrish, Chair

____ day of _____, 2002

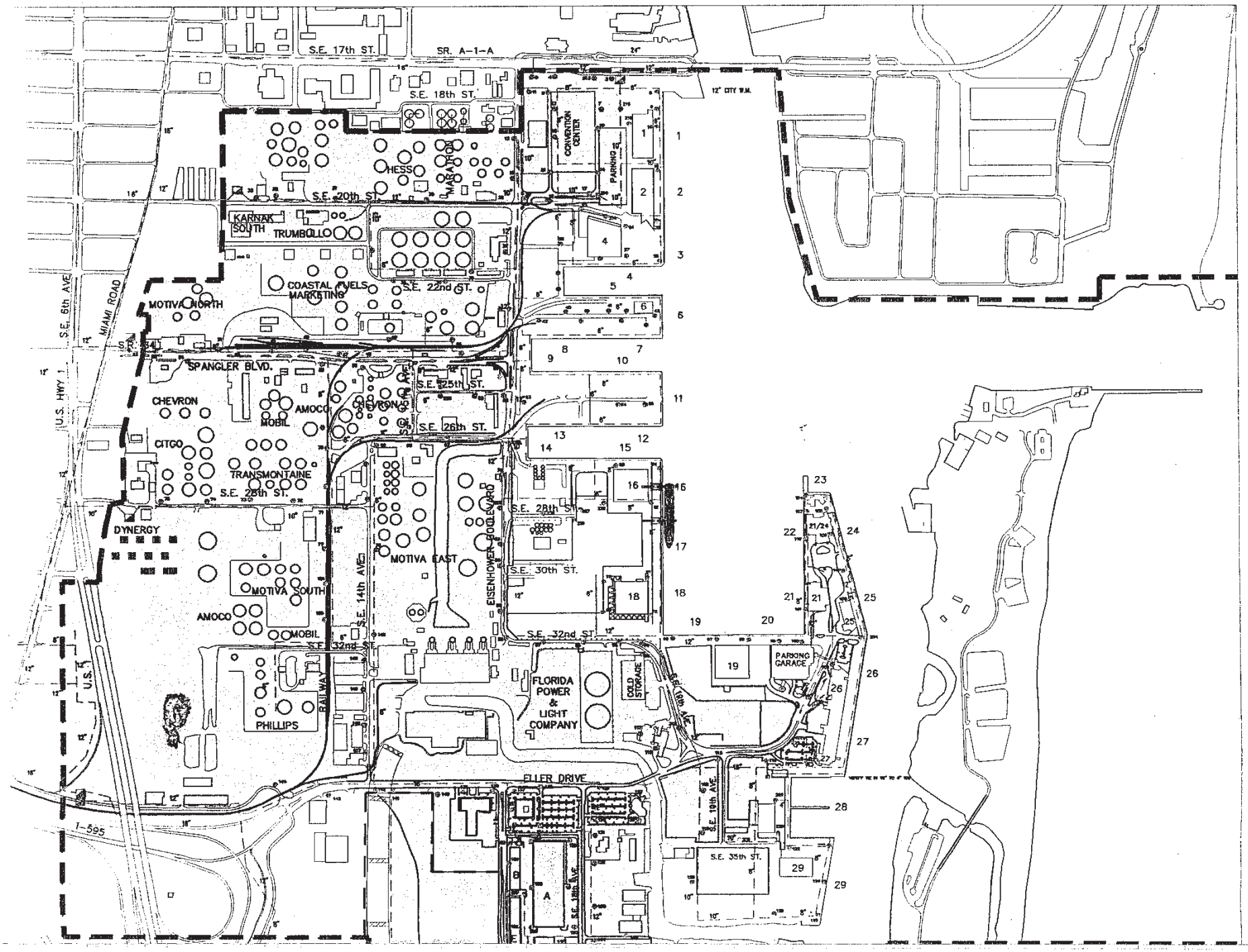
Approved by:

_____
Risk Management

Approved as to form:
Office of the County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Port Everglades Department of
Broward County
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Facsimile: (954) 523-2613

By_____
Melissa P. Anderson
Assistant County Attorney

L:\AGMTS\WATER\2002\PORTEVFN.WPD


S.E. 17th ST.
SR. A-1-A
S.E. 18th ST.
CONVENTION CENTER
PARKING
HESS
S.E. 20th ST.
KARNAS SOUTH
TRUMBULLO
COASTAL FUELS MARKETING
S.E. 22nd ST.
MOTIVA NORTH
S.E. 6th AVE
MIAMI ROAD
U.S. HWY 1
SPANGLER BLVD.
S.E. 25th ST.
CHEVRON
AMOCO
MOBIL
S.E. 26th ST.
CITGO
TRANSMONTAINE
S.E. 28th ST.
DYNERGY
MOTIVA EAST
EISENHOWER BOULEVARD
S.E. 30th ST.
MOTIVA SOUTH
AMOCO
MOBIL
S.E. 14th AVE
S.E. 32nd ST.
U.S. 1
RAILWAY
PHILLIPS
FLORIDA POWER & LIGHT COMPANY
COLD STORAGE
S.E. 18th AVE
PARKING GARAGE
ELLER DRIVE
I-595
S.E. 35th ST.
S.E. 19th AVE
S.E. 16th AVE

Agreement
Village of Sea Ranch Lakes

QUIT-CLAIM DEED — DREW'S FORM R. E. 8 — Manufactured and for sale by The H. & W. B. Drew Company, Jacksonville, Florida

O.R. 10 — Page 414

to real, personal, and mixed property

This Quit-Claim Deed, *Executed this* 19th *day of* April , *A. D.* 1965 , *by* the VILLAGE OF SEA RANCH LAKES, a Municipal Corporation of the State of Fla. *first party, to* the CITY OF FORT LAUDERDALE, FLORIDA, a Municipal Corporation of the State of Florida *whose postoffice address is* City Hall, P. O. Drawer 1181, Fort Lauderdale, Florida *second party:*

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party, for and in consideration of the sum of* $ 10.00 *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described* ~~real, personal, and mixed property~~ *situate, lying and being in the County of* Broward *State of* Florida , *to-wit:*

All right title and interest of the Village of Sea Ranch Lakes, however the same may appear on the date of this conveyance in all real, personal or mixed property forming the total public utility type water system and facilities located within the Village of Sea Ranch Lakes together with all appurtenances appertaining thereto.

Original filed — City owned — Sea Ranch Lakes water system

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in presence of:

Hazel C. Ford — Edward J. Ingram — L.S.
Edward J. Ingram, Mayor

M. James Carey — Paulina M. Finlay — L.S.
Paulina M. Finlay, Village Clerk

STATE OF FLORIDA,
COUNTY OF BROWARD }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Edward J. Ingram, Mayor, and Paulina M. Finlay, Village Clerk

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of April A. D. 1965.

Eileen M. Daniels
Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1965
Bonded by American Surety Co. of N. Y.

AGREEMENT - WATER - VILLAGE OF SEA [redacted] LAKES

By Resolution 9608, the City Commission approved water franchise Ordinance No. 65-1, which was passed by the Village of Sea Ranch Lakes by referendum held on March 16, 1965. It will be necessary for the City to pass an ordinance embodying the terms of Ordinance No. 65-1 of the

ORDINANCE NO. C-2119

AN ORDINANCE GRANTING WATER SERVICE TO THE VILLAGE OF SEA RANCH LAKES, FLORIDA AT A RATE BASED ON THE BASE RATE CHARGED TO WATER SERVICE CUSTOMERS OF VARIOUS CLASSES IN THE CITY OF FORT LAUDERDALE, WITHOUT SPECIAL USAGE TAX OR SPECIAL ASSESSMENT, PLUS A SURCHARGE NOT TO EXCEED TWENTY FIVE PERCENT FOR THE CLASS OF WATER SERVICE RENDERED TO THE WATER CUSTOMERS IN THE VILLAGE OF SEA RANCH LAKES.

Ord. 4/16/65

Which ordinance was read in full. Roll call showed: AYES: Commissioners Burghard, Burry, Clements, Friese and Mayor-Commissioner Young. NAYES: none.

There were no objections to reading of the ordinance on second and third readings and Ordinance No. C-2119 was read by title only and placed upon second and third readings. Roll call showed: AYES: Commissioners Burghard, Burry, Clements, Friese and Mayor-Commissioner Young. NAYES: none.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of April, 1965, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of Florida, hereinafter called the "City";

and

VILLAGE OF SEA RANCH LAKES, a municipal corporation of Florida, hereinafter called "Village";

WITNESSETH:

WHEREAS, the Village possesses no independent source of water supply of its own but is dependent upon the City to furnish water utility service within its corporate limits; and

WHEREAS, the Village and City have presently no existing agreement relative to the furnishing of water services between the two municipalities and wish to formalize and conclude such an agreement; and

WHEREAS, the Village is desirous of obtaining water service on similar terms and conditions as those between the City and Town of Lauderdale-By-The-Sea, an adjacent municipality to the Village also served by the City's water supply; and

WHEREAS, the Village, by Referendum held on March 16, 1965, has approved Ordinance 65-1 granting City water rights for a period of thirty years; and

WHEREAS, City is desirous of entering into a water agreement with the Village under the terms of Ordinance 65-1;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by the Village and City as follows:

1. Village and City hereby agree to the terms of the Village Ordinance 65-1, attached hereto and incorporated herein by reference and made a part of this agreement, which ordinance was passed by Village and approved by Referendum held on March 16, 1965.

2. This agreement shall be effective April 1, 1965 and Village and City shall be bound by the terms of Ordinance 65-1, effective April 1, 1965.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

WITNESSES:

Marguerite Dees

Jean A. Auld

CITY OF FORT LAUDERDALE

By _____
Mayor-Commissioner

By _____
City Manager

(CORPORATE SEAL)

ATTEST:

Marie L. Crow
City Clerk

Approved as to form:

C. Shelby Dale
City Attorney

WITNESSES:

Harvard H. Daly

M. Francis Carey

(CORPORATE SEAL)

VILLAGE OF SEA RANCH LAKES

By Edward J. Ingram
Mayor

ATTEST:

Pauline M. Finley
Village Clerk

Approved as to form:

Gerard A. deClaire
Village Attorney

STATE OF FLORIDA :
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared M. R. YOUNG, R. H. BUBIER, and MARIE L. CROW, Mayor-Commissioner, City Manager, and City Clerk, respectively of the City of Fort Lauderdale, a municipal corporation of Florida, and they acknowledged before me that they executed the foregoing Agreement as the proper City officials of the City of Fort Lauderdale, and that the same is the act and deed of the said City of Fort Lauderdale.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, Broward County, Florida, this 12 day of April, 1965.

(SEAL)

Margaret E. Doe
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE of FLORIDA at LA.
MY COMMISSION EXPIRES FEB. 20,
BONDED THROUGH FRED W. DIESTEL

STATE OF FLORIDA :
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Edward J. Ingram and Paulina M. Finlay, Mayor and Village Clerk respectively, of the Village of Sea Ranch Lakes, a municipal corporation of Florida, and they acknowledged before me that they executed the foregoing Agreement as the proper Village officials of the Village of Sea Ranch Lakes, and that the same is the act and deed of the said Village of Sea Ranch Lakes.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ft. Lauderdale, Broward County, Florida, this 14th day of April, 1965.

(SEAL)

Eileen M. Daniels
Notary Public
My Commission Expires: Oct. 31, 1965

Notary Public, State of Florida at Large
My Commission Expires Oct 31, 1965
Bonded by American Surety Co. of N. Y.

C E R T I F I C A T E

I, VERA D. MALES, the duly appointed Village Clerk for the Village of Sea Ranch Lakes, Florida, do hereby certify that the attached is a true and correct copy of:

ORDINANCE NO. 65 - 1

"AN ORDINANCE GRANTING TO THE CITY OF FORT LAUDERDALE, FLORIDA, THE USE OF PUBLIC ROADS, STREETS AND HIGHWAYS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND OPERATING WATER MAINS AND WATER SERVICES TO RENDER PUBLIC UTILITY TYPE SERVICE TO ALL CLASSES OF WATER CUSTOMERS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA, AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO."

as passed and adopted by the Village Council of the Village of Sea Ranch Lakes, Florida, on the 9th day of February, 1965, and as contained in the records of my office.

WITNESSETH my hand and the official seal of the Village of Sea Ranch Lakes, Florida, this the 17th day of March, 1965.

Vera D. Males

Vera D. Males
Village Clerk
Village of Sea Ranch Lakes,
Florida

ORDINANCE NO. 65 - 1

AN ORDINANCE GRANTING TO THE CITY OF FORT LAUDERDALE, FLORIDA THE USE OF PUBLIC ROADS, STREETS AND HIGHWAYS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND OPERATING WATER MAINS AND WATER SERVICES TO RENDER PUBLIC UTILITY TYPE WATER SERVICE TO ALL CLASSES OF WATER CUSTOMERS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO.

WHEREAS, the Village Council has determined the necessity for all classes of water customers in the Village of Sea Ranch Lakes, Florida to receive public utility type water service; and

WHEREAS, the Charter of the Village of Sea Ranch Lakes, Florida provides that the Village Council may by Ordinance grant Franchises for the purposes of securing various utility services; and

WHEREAS, the Charter of the Village of Sea Ranch Lakes, Florida provides that any Franchise granted by the Village Council shall be subject to the approval of the qualified voters at a Referendum election, duly called and held, in connection therewith;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF SEA RANCH LAKES, FLORIDA:

Section 1 That permission be and the same is hereby granted to the City of Fort Lauderdale, Florida, its successors and assigns, to construct, maintain and operate water mains and water services, together with any and all other necessary pipes, fixtures, meters and devices as its business may from time to time require, in order to render utility type water service to all classes of water customers in the Village of Sea Ranch Lakes, Florida.

Section 2 That the work of constructing underground water mains, pipes and other public utility type water services and devices appurtenant thereto shall be subject to the general supervision of the Village, and the City of Fort Lauderdale, Florida, shall replace or relay any sidewalks, streets or planted areas that may be displaced by such work, and upon failure of the City of Fort Lauderdale, Florida, so to do, after twenty (20) days notice in writing shall have been given by the Mayor of the Village to the City of Fort Lauderdale, Florida, the Village may repair, replace or otherwise rehabilitate such portion(s) of the sidewalks, streets or planted areas as may have been disturbed by the City of Fort Lauderdale, Florida, and collect the cost(s) so incurred from the City of Fort Lauderdale, Florida.

Section 3 That the City of Fort Lauderdale, Florida, shall have entry upon or over the roads of the Village to perform any and all necessary work of installing, maintaining or operating their complete utility type water services within the Village; and further provided that the City of Fort Lauderdale, Florida shall not be subject to any Village occupational license fee or requirement for them or their contract agent(s) to install, maintain or operate any part of their complete utility type water services within the Village.

Section 4 That in consideration of the rights and privileges

herein granted, the City of Fort Lauderdale, Florida shall provide water service without a utility usage charge for the water used by such fire hydrants as may be located within the Village; provided, however, that the Village agrees to pay to the City of Fort Lauderdale, Florida, an annual charge per fire nydrant for the maintenance, testing and painting of the fire hydrants, and provided that the charge for such annual service work shall not be greater than the City of Fort Lauderdale, Florida charges other municipalities or customers outside of the geographic confines of the City of Fort Lauderdale, Florida for comparable service under comparable conditions of public utility type service rendered.

Section 5 That the Village shall not impose any gross receipts tax on the City of Fort Lauderdale, Florida in connection with the utility type water service to be rendered to any class of water customer within the Village; provided, however, that the various classes of water customers in the Village shall not be subject to any usage tax or special assessment of any nature watsoever that may be ever imposed on the water users of the City of Fort Lauderdale, Florida proper over and above the base rate(s) for such public utility type water service.

Section 6 That the public utility type water rates to the various classes of water customers in the Village shall be the base rate charged to the water service customers of various classes in the City of Fort Lauderdale, Florida, without any special usage tax or special assessment imposed on the water users of the City of Fort Lauderdale, Florida plus a sur-charge not to exceed twenty five percent (25%) for the class (residential, commercial, industrial) of water service rendered to the water customers in the Village.

Section 7 That the City of Fort Lauderdale, Florida shall be permitted to charge prospective various classes of public utility type water service users in the Village its standard fees and provisions for extension of mains, individual water service connections, water meter(s) installation, posting of deposits to guarantee payment of water usage bills, and allied public utility type water services, contingent to rendering water service according to the same conditions as may be applicable, from time to time, to other comparable prospective water users of the City of Fort Lauderdale, Florida, or, in the alternate, to otherwise provide for said standard provisions incident to water service connection and usage under conditions or terms acceptable to the City of Fort Lauderdale, Florida.

Section 8 That the Village upon the acceptance of this Ordinance by the City of Fort Lauderdale, Florida and approval of the qualified Village electorate on a Referendum herein provided for, shall quit-claim to the City of Fort Lauderdale, Florida all right, title and interest the Village may have in the existing total public utility type water system and facilities within the Village as same shall exist on said date.

Section 9 Tnat the City of Fort Lauderdale, Florida shall indemnify the Village against, and assume all liabilities for, damages that may arise or accrue to the Village for any injury to persons or property from the doing of any work herein authorized, or the neglect of the City

of Fort Lauderdale, Florida, or any of its employees or agents to comply with any Ordinance of the Village regulating the use of the streets of the Village, and the acceptance of the City of Fort Lauderdale, Florida of this Ordinance shall be an agreement by it to pay to the Village any sum of money for which the Village may become liable for or by reason of such injury or damage.

Section 10 That the City of Fort Lauderdale, Florida shall file with the Village Clerk of the Village of Sea Ranch Lakes, Florida its acceptance of this Ordinance within thirty (30) days from the date of approval by the qualified voters of the Village at a special Referendum granting a public utility type water service franchise to the City of Fort Lauderdale, Florida at the election to be held on March 16, 1965.

Section 11 That nothing in this Ordinance shall be construed to be, or shall be deemed to be, a surrender by the Village of its rights, or powers to pass Ordinances regulating the use of the streets of the Village.

Section 12 That this Ordinance shall be in full force and effect for a term of thirty (30) years from its effective date and which date shall not be more than sixty (60) days after approval of the qualified Village electorate on the Referendum incident to this Ordinance. The Village hereby reserves the right and requires of the said City of Fort Lauderdale, Florida, as a condition precedent to the taking effect of the grant herein, to give and grant to the Village of Sea Ranch Lakes, Florida the right at and after the expiration of the thirty (30) year term to purchase the entire public utility type water service system as same may exist at said date, together with all appurtenances thereto which are an integral part of said water service system within the Village used or in connection with this grant, or such part of said total water service system as the Village may desire to purchase, at a valuation of the property to be so conveyed and which valuation shall be fixed by arbitration as may be provided by law; and provided that the acceptance of this Ordinance by the City of Fort Lauderdale, Florida shall operate as a grant by the said City of Fort Lauderdale, Florida, to the Village of said right to purchase.

Section 13 That upon the annexation of any territory to the Village, the portion of the City of Fort Lauderdale's Florida public utility type water service system that may be located within the annexed territory shall, thereafter, be subject to all the terms and conditions of this Ordinance as fully as though by express extension of this Ordinance.

Section 14 That before this Ordinance shall become effective, it shall be the duty of the Village Council to call a special Referendum on the franchise involved herein, and which Referendum shall be sumitted to the qualified voters of the Village at the Village General Election, as otherwise provided for, to be held on March 16, 1965, and the notice thereof shall be posted by the Village in accordance with the provisions of the Village Charter. The posting of due notice shall include notice of a public hearing to be held on February 9, 1965 in connection with and relative to this Ordinance and the Referendum provided for therein.

Section 15 That in the Referendum election so called and so held, the ballots to be used shall be prepared by the Village Council, and shall be, substantially, in the following form:

REFERENDUM ELECTION
SEA RANCH LAKES, FLORIDA
March 16, 1965

ORDINANCE NO. 65-1

AN ORDINANCE GRANTING TO THE CITY OF FORT LAUDERDALE, FLORIDA THE USE OF PUBLIC ROADS, STREETS AND HIGHWAYS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND OPERATING WATER MAINS AND WATER SERVICES TO RENDER PUBLIC UTILITY TYPE WATER SERVICE TO ALL CLASSES OF WATER CUSTOMERS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO.

☐ FOR the Ordinance

☐ AGAINST the Ordinance

Instructions

To vote on this Ordinance No. 65-1, place an "X" in the box in front of either "FOR the Ordinance" or "AGAINST the Ordinance"

Section 16 That not less than one (1) year prior to the expiration of a thirty (30) year franchise granted herein, the Village Council agrees to explore the possibility of a renewal or extension of any franchise granted hereunder, under such terms and conditions as may be mutually acceptable at such time to the Village of Sea Ranch Lakes, Florida and the City of Fort Lauderdale, Florida; provided, however, that under no conditions whatsoever shall the city of Fort Lauderdale, Florida terminate public utility type water service to water users customers within the Village of Sea Ranch Lakes, Florida without advance written notice to the Village Council not less than one (1) year prior to any anticipated or scheduled termination date.

PASSED FIRST READING this 5th day of January, 1965.
PASSED SECOND READING this 9th day of February, 1965
ADOPTED this the 9th day of February, 1965

William J. Schantz
President of Council

APPROVED:
E. J. Chapman
Mayor

ATTEST:
Ina D. Miles
Village Clerk

POSTED January 6, 1965
VILLAGE HALL
BEACH CLUBHOUSE
POLICE STATION

Village of Sea Ranch Lakes

GATE HOUSE ROAD
FORT LAUDERDALE, FLORIDA
PHONE: 941-8428

RECEIVED
APR 15 1965
OFFICE OF THE CITY CLERK

April 15, 1965

City of Fort Lauderdale
Office of the City Clerk
P. O. Box 1181
Fort Lauderdale, Florida

Gentlemen:

RE: Water Service Agreement by and between City of Fort Lauderdale and Village of Sea Ranch Lakes

Forward herewith is the duly executed and sealed original of the "Agreement" between the City of Fort Lauderdale and the Village of Sea Ranch Lakes, relative to a 30-year Franchise granted by the Village to the City for public utility type water service.

The Village has retained the duly executed and sealed copy of the referenced "Agreement".

Yours very truly,

VILLAGE OF SEA RANCH LAKES

Edward J. Ingram
Mayor

EJI/emd
encl.

April 13, 1965

Village of Sea Ranch Lakes
Office of the Mayor
Sea Ranch Lakes, Florida

Gentlemen:

I am enclosing two copies of the water agreement between the City of Fort Lauderdale and the Village of Sea Ranch Lakes. Please execute both copies and return the originals to us for our records.

A copy of Resolution No. 9706 and Ordinance No. G-2119 relating to the water agreement are also enclosed for your records.

Very truly yours,

Marie L. Crow
City Clerk

MLC:md
Encl.

4/8 City atty sending certified copy to mayor J. R. Lohr, Virginia Duncan, Patterson, Monks, McKenney

ORDINANCE NO. C-2119

AN ORDINANCE GRANTING WATER SERVICE TO THE VILLAGE OF SEA RANCH LAKES, FLORIDA AT A RATE BASED ON THE BASE RATE CHARGED TO WATER SERVICE CUSTOMERS OF VARIOUS CLASSES IN THE CITY OF FORT LAUDERDALE, WITHOUT SPECIAL USAGE TAX OR SPECIAL ASSESSMENT, PLUS A SURCHARGE NOT TO EXCEED TWENTY FIVE PERCENT FOR THE CLASS OF WATER SERVICE RENDERED TO THE WATER CUSTOMERS IN THE VILLAGE OF SEA RANCH LAKES.

WHEREAS, the Village of Sea Ranch Lakes possesses no independent source of water supply of its own but is dependent upon the City of Fort Lauderdale to furnish water utility service within its corporate limits; and

WHEREAS, the Village is desirous of obtaining water service on similar terms and conditions as those between the City of Fort Lauderdale and the Town of Lauderdale-By-The Sea, an adjacent municipality to the Village also served by the City's water supply; and

WHEREAS, the Village, by Referendum held on March 16, 1965, has approved Ordinance 65-1 granting City water rights for a period of thirty years; and

WHEREAS, City Commission is desirous of adopting an ordinance embodying the terms of Ordinance 65-1 which terms are to be included in the water service agreement between the City of Fort Lauderdale and the Village of Sea Ranch Lakes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. City, its successors and assigns shall have the right to construct, maintain and operate water mains and water services, together with any and all other necessary pipes, fixtures, meters and devices as its business may from time to time require, in order to render utility type water service to all classes of water customers in the Village of Sea Ranch Lakes, Florida.

SECTION 2. That the work of constructing underground water mains, pipes and other public utility type water services and devices appurtenant thereto shall be subject to the general supervision of the Village of Sea Ranch Lakes, and the City shall replace or repay any sidewalks, streets or planted areas that may be displaced by such work, and upon failure of the City so to do, after twenty (20) days notice in writing shall have been given by the Mayor of the Village to the City, the Village may repair, replace or otherwise reconstitute such portion(s) of the sidewalks, streets or planted areas as may have been disturbed by the City, and collect the cost(s) so incurred from the City.

SECTION 3. That the City shall have entry upon or over the roads of the Village to perform any and all necessary work of installing, maintaining or operating their complete utility type water services within the Village; and further provided that the City shall not be subject to any Village occupational license fee or requirement for them or their contract agent(s) to install, maintain or operate any part of their complete utility type water services within the Village.

SECTION 4. That in consideration of the rights and privileges granted by the Village, the City shall provide water service without a utility usage charge for the water used by such fire hydrants as may be located within the Village; provided, however, that the Village shall pay to the City an annual charge per fire hydrant for the maintenance, testing and painting of the fire hydrants, and provided that the charge for such annual service work shall not be greater than the City charges other municipalities or customers outside of the geographic confines of the City for comparable service under comparable conditions of public utility type service rendered.

SECTION 5. That the Village shall not impose any gross receipts tax on the City in connection with the utility type water service to be rendered to any class of water customer within the Village; provided, however, that the various classes of water customers in the Village shall not be subject to any usage tax or special assessment of any nature whatsoever that may be ever imposed on the water users of the City proper over and above the base rate(s) for such public utility type water service.

SECTION 6. That the public utility type water rates to the various classes of water customers in the Village shall be the base rate charged to the water service customers of various classes in the City, without any special usage tax or special assessment imposed on the water users of the City plus a sur-charge not to exceed twenty five percent (25%) for the class (residential, commercial, industrial) of water service rendered to the water customers in the Village.

SECTION 7. That the City shall be permitted to charge prospective various classes of public utility type water service users in the Village its standard fees and provisions for extension of mains, individual water service connections, water meter(s) installation, posting of deposits to guarantee payment of water usage bills, and allied public utility type water services, contingent to rendering water service according to the same conditions as may be applicable, from time to time, to other comparable prospective water users of the City, or, in the alternate, to otherwise provide for said standard provisions incident to water service connection and usage under conditions or terms acceptable to the City.

SECTION 8. That the Village shall quit-claim to the City of Fort Lauderdale, Florida all right, title and interest the Village may have in the existing total public utility type water system and facilities within the Village in accordance with Section 8 of Village Ordinance 65-1.

SECTION 9. That the City shall indemnify the Village against, and assume all liabilities for, damages that may arise or accrue to the Village for any injury to persons or property from the doing of any work herein authorized, or the neglect of the City or any of its employees or agents to comply with any ordinance of the Village regulating the use of the streets of the Village, and the City agrees to pay to the Village any sum of money for which the Village may become liable for or by reason of such injury or damage.

SECTION 10. That the City shall file with the Village Clerk its acceptance of Village Ordinance 65-1 within thirty (30) days from the date of approval of Ordinance 65-1 by the qualified voters of the Village at a special Referendum granting a public utility type water service franchise to the City at the election held on March 16, 1965.

SECTION 11. That nothing in Village Ordinance 65-1 shall be construed to be, or shall be deemed to be, a surrender by the Village of its rights, or powers to pass ordinances regulating the use of the streets of the Village.

SECTION 12. That this ordinance shall be in full force and effect for a term of thirty (30) years from the effective date of Village Ordinance 65-1, which date shall not be more than sixty (60) days after approval of the qualified Village electorate on the Referendum incident to Village Ordinance 65-1. The Village reserves the right and requires of the said City, as a condition precedent to the taking effect of the grant in Village Ordinance 65-1, to give and grant to the Village the right at and after the expiration of the thirty (30) year term to purchase the entire public utility type water service system as same may exist at said date, together with all appurtenances thereto which are an integral part of said water service system within the Village used or in connection with grant under Village Ordinance 65-1 or such part of said total water service system as the Village may desire to purchase, at a valuation of the property to be so conveyed and which valuation shall be fixed by arbitration as may be provided by law; and provided that the acceptance of Village Ordinance 65-1 by the City shall operate as a grant by the said City to the Village of said right to purchase.

SECTION 13. That upon the annexation of any territory to the Village, the portion of the City's public utility type water service system that may be located within the annexed territory shall, thereafter, be subject to all the terms and conditions of this ordinance as fully as though by express extension of this ordinance.

SECTION 14. That not less than one (1) year prior to the expiration of the thirty (30) year franchise, the Village Council has agreed pursuant to Village Ordinance 65-1 to explore the possibility of a renewal or extension of the franchise granted under Village Ordinance 65-1, under such terms and conditions as may be mutually acceptable at such time to the Village and the City; provided, however, that under no conditions whatsoever shall the City terminate public utility type water service to water usage customers within the Village without advance written notice to the Village Council not less than one (1) year prior to any anticipated or scheduled termination date.

PASSED FIRST READING this the 6th day of April, 1965.
PASSED SECOND READING this the 6th day of April, 1965.
PASSED THIRD READING this the 6th day of April, 1965.

Mayor-Commissioner

ATTEST:

City Clerk

C-2119

Contracts - Water - Sea Ranch

CONTRACT - WATER - VILLAGE OF SEA RANCH LAKES

By Resolution 9608, the City Commission approved water franchise Ordinance No. 65-1, which was passed by the Village of Sea Ranch Lakes by referendum held on March 16, 1965.

Commissioner Burghard introduced a written resolution entitled:

RESOLUTION NO. 9706

A RESOLUTION AUTHORIZING AND DIRECTING THE PROPER CITY OFFICIALS TO EXECUTE A WATER AGREEMENT WITH VILLAGE OF SEA RANCH LAKES UNDER THE TERMS OF ORDINANCE 65-1.

Which resolution was read by title only. Roll call showed: AYES: Commissioners Burghard, Burry, Friese and Mayor-Commissioner Young. NAYES: none.

Agreement
City of Tamarac

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#24-0678**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: August 20, 2024

TITLE: Resolution Approving Agreement for Sale of Potable Water Between the City of Fort Lauderdale and the City of Tamarac - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission adopt a Resolution approving the Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Tamarac for five (5) years, beginning October 18, 2024, with one (1) extension for an additional two (2) years.

Background

The City of Fort Lauderdale (City) has sold potable water to the City of Tamarac (Tamarac) since 1994 pursuant to a 30-year agreement that will expire on October 18, 2024. The sale of bulk water is done via a series of master meters feeding sections of Tamarac adjacent to the City. In 2021, Tamarac requested a shorter duration agreement of five (5) to seven (7) years, instead of the typical 30-years, due to Tamarac's constructing a new pipeline to serve the areas currently supplied by the City, from its water treatment plant.

The City sells bulk water to the City of Tamarac, City of Okland Park, City of Wilton Manors, Town of Davie, and Port Everglades. In FY2023, water revenue from Tamarac was $420,208.19, or 0.43% of total potable water revenues.

The new agreement was approved by Tamarac at its June 10, 2024, City Commission Meeting.

Resource Impact

Future revenues from bulk water sales to Tamarac will vary based on actual water consumption and the City's water rate structure that is in effect.

Strategic Connections
This item is a FY *2024 Commission* Priority, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure and Resilience Focus Area
- Goal 3: Be a sustainable and resilient community.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- The Sanitary Sewer, Water & Stormwater Element
- Goal 3: Develop and maintain an adequate water supply, treatment and distribution system, which meets the existing and projected needs of the service area in an efficient, economical, and environmentally sensitive manner.

Attachments
Exhibit 1 – City of Tamarac Resolution
Exhibit 2 – Agreement for Sale of Potable Water
Exhibit 3 – Resolution

Prepared by: Talal Abi-Karam, P.E., Public Works

Department Director: Linda Short, Finance
Alan Dodd, Public Works

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF Agmt btw C.O.T and City of Fort Lauderdale
THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL
WITNESS MY HAND AND OFFICIAL SEAL
OF THE CITY OF TAMARAC, FLORIDA.
THIS 18th DAY OF June, 2024
CITY CLERK

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2024-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A FIVE-YEAR EXTENSION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE CITY OF TAMARAC FOR THE SALE OF POTABLE WATER FROM AN EXISTING INTERCONNECTION, EFFECTIVE FROM OCTOBER 18, 2024, THROUGH OCTOBER 17, 2029, UNLESS TERMINATED EARLY PER THE CONDITIONS OF THE EXTENSION; AUTHORIZING EXPENDITURES FOR POTABLE WATER PURCHASE, NOT TO EXCEED THE ANNUAL AMOUNT BUDGETED FOR SAID PURPOSE; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac owns, operates, and maintains the water supply, treatment, and distribution systems; and

WHEREAS, currently, the City's distribution system is divided into two sections; Tamarac Utility West (TUW) extending from the western limits of the City to State Road 7 and Tamarac Utility East (TUE), extending from NW 31st Avenue to Prospect Road and NW 15th Avenue; and

WHEREAS, the water servicing TUW is supplied by the City of Tamarac, while the City of Tamarac maintains the distribution infrastructure, water servicing the TUE is supplied by the City of Fort Lauderdale to the City of Tamarac as a bulk purchasing customer; and

Five-Year Extension to the Agreement between the City of Tamarac and the City of Fort Lauderdale for the Sale of Potable Water, and to authorize the appropriate City Officials to execute and administer the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission of the City of Tamarac does hereby approve the Five-Year Extension to the Agreement between the City of Tamarac and the City of Fort Lauderdale for the Sale of Potable Water, and to authorize the appropriate City Officials to execute and administer the Agreement, and the appropriate City Officials are HEREBY authorized to execute and administer said Agreement effective through October 17, 2029, unless terminated early by the City of Tamarac per the conditions of the Extension, a copy of the Agreement is attached hereto as "Exhibit 1".

SECTION 3: Funding for said purpose is available in the Utilities Fund, and expenditures for said purpose, not to exceed the annual budgeted amount or as may be amended by the City Commission, are HEREBY approved.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 10th day of JUNE, 2024.

Michelle J. Gomez
MICHELLE J. GOMEZ
MAYOR

ATTEST:

Kimberly Dillon
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	YES
DIST 1: COMM. BOLTON	YES
DIST 2: V/M WRIGHT, JR.	YES
DIST 3: COMM. VILLALOBOS	YES
DIST 4: COMM. DANIEL	YES

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this 10TH day of JUNE, 2024, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, herein called the "Seller,"

and

CITY OF TAMARAC, a municipal corporation of the State of Florida, herein called the "Consumer," collectively "Parties".

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1994 for the provision of potable water from Seller to Consumer; and

WHEREAS, pursuant to Resolution No.94-178, adopted at its meeting of September 14, 1994, the City Commission of the City of Tamarac authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 94-137, adopted at its meeting of September 7, 1994, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, in 2021, the Consumer expressed its interest in a shorter duration Agreement due to undertaking a project to extend its infrastructure to serve the service area identified in the Agreement; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers upon terms mutually agreeable

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Beginning October 18, 2024 and continuing for a period of Five-years (5) thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein. The Agreement may be extended for one additional two-year (2) term. Each Party shall notify the other regarding intention to extend or not extend two (2) years prior to the expiration date of the Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

Notwithstanding the above, if Consumer is scheduled to complete its Eastside Water Main Project (Service Area) during the Agreement term, Consumer shall have the right to terminate the Agreement with twelve (12) months' notice in writing to Seller unless there is less than twelve (12) months remaining under the Agreement. In such case, the Agreement shall terminate at the end of the term.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described in the City of Tamarac corporate limits as they may amended from time to time. Said Service Area is attached hereto as Exhibit "A".

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the service area boundaries so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the service area boundaries except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the service areas. Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain with the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arranges for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the

test whenever possible. If such test shows that the master meter has been over-registering by more than two percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. Water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale.

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer's non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits, or other data, as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

13. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, as may be amended or revised, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses, and expenses, including, but not limited to, damages to persons or property, judgments, and attorneys' fees, arising out of and in connection with this Agreement.

14. This Agreement supersedes the previous agreement between the Parties dated October 18, 1994. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

15 This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

16. If at any time during this Agreement Consumer sells all or a portion of its utility system, then this Agreement shall be binding upon Consumer's Successor. Consumer's Successor shall have the option to terminate this Agreement, no later than two years after taking over this Agreement, upon written notice to Seller. The written notice shall provide twelve-month notice. If Consumer's Successor fails to terminate this Agreement within two years of taking over this Agreement, then Consumer's Successor shall waive this termination clause.

17. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

18. Other than as a remedy for nonpayment as provided in Paragraph 10 herein, Seller shall not totally discontinue the sale of potable water to consumer during the term of this Agreement and for a reasonable period thereafter, unless and until Consumer is able to secure an alternate source of supply.

19. **PUBLIC RECORDS**

IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, E-MAIL PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSUMER shall:

1. **Keep and maintain public records required by the City of Fort Lauderdale ("City") in order to perform the service.**

2. **Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.**

3. **Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consumer does not transfer the records to the City.**

4. **Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consumer or keep and maintain public records required by the City to perform the service. If the Consumer transfers all public records to the City upon completion of this Agreement, the Consumer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consumer keeps and maintains public records upon completion of this Agreement, the Consumer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.**

20. **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 mail, to the following:

CITY:	City Manager City of Fort Lauderdale 101 NE 3 Avenue, Suite 2100 Fort Lauderdale, FL 33301
With a copy to:	City Attorney City of Fort Lauderdale 1 East Broward Boulevard, Suite 1320 Fort Lauderdale, FL 33301
CUSTOMER:	CITY OF TAMARAC 7525 NW 88 Avenue Tamarac, FL 33321

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

SELLER

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
SUSAN GRANT
Acting City Manager

_____ day of _____, 2024

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Thomas J. Ansbro, City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONSUMER

CITY OF TAMARAC, a municipal corporation

By: _____
MICHELLE J. GOMEZ
Mayor

(CORPORATE SEAL)

ATTEST:

CITY OF TAMARAC
ESTABLISHED
1963
SEAL
BROWARD COUNTY, FLORIDA

By: _____
KIMBERLY DILLON
City Clerk

Approved as to Legal Form:

By: _____
HANS OTTINOT, ESQ.
City Attorney

EXHIBIT A

CITY OF TAMARAC SERVICE AREA

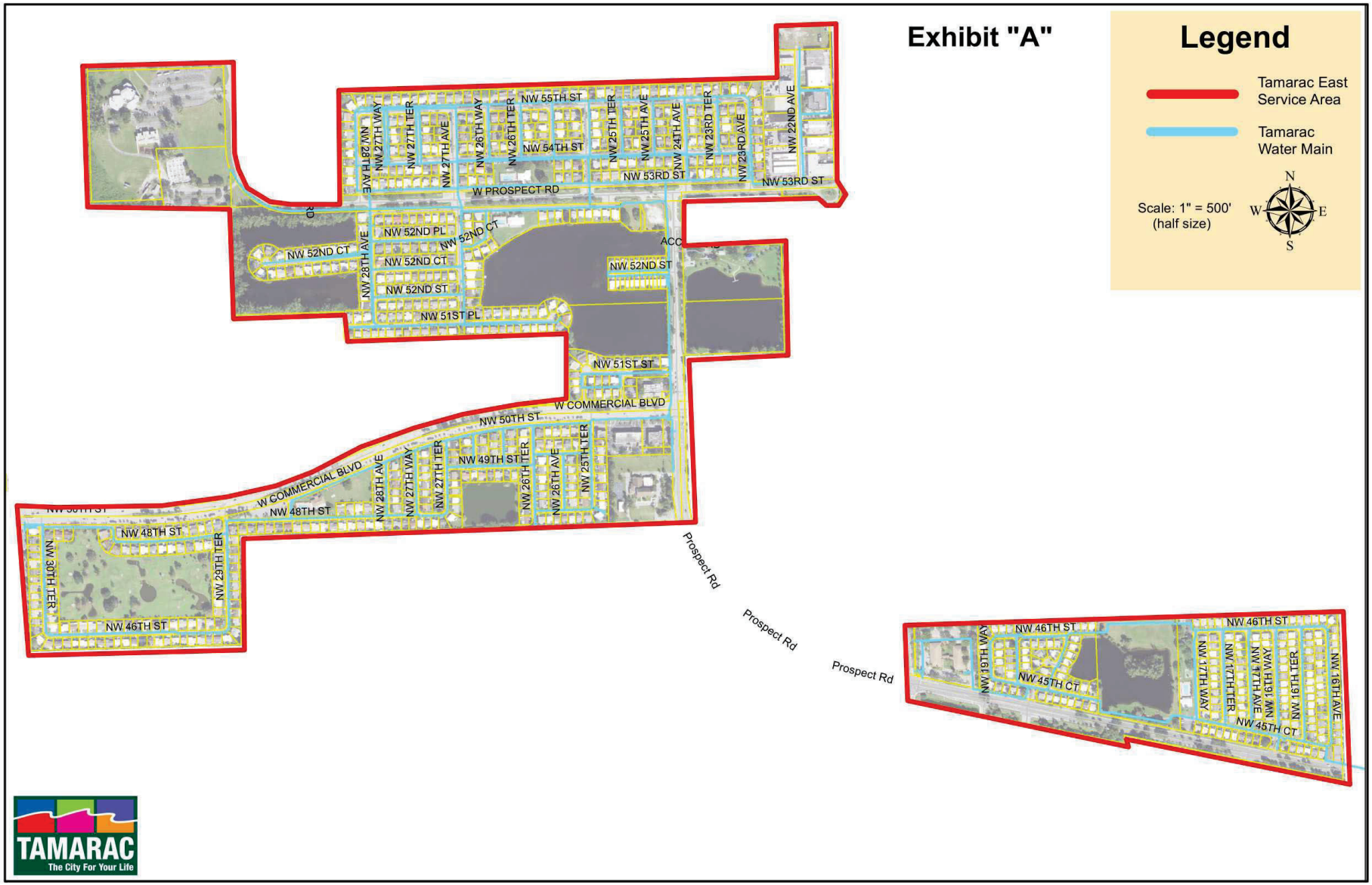
THE AREA TO BE SERVICED BY CONSUMER ARE SITUATED IN BROWARD COUNTY, FLORIDA, AND ARE DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING NORTH OF PROSPECT ROAD.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "S", "TAMARAC LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID PARCEL "S" TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF (S½)OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; ; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST BOUNDARY OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17; THENCE NORTHERLY ALONG SAID WEST BOUNDARY TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF TO THE WEST BOUNDARY OF THE EAST HALF (E½) OF THE EAST HALF (E½) OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17 SAID POINT ALSO BEING THE INTERSECTION OF THE EAST BOUNDARY OF THE PLAT, "TAMARAC INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE FOLOWING SAID PLAT BOUNDARY NORTHERLY, WESTERLY AND SOUTHERLY TO THE NORTHWEST CORNER OF LOT 6, "TAMARAC INDUSTRIAL PARK", SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 55, BLOCK 27 "TAMARAC LAKES NORTH THIRD SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH PLAT BOUNDARY TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER

(NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 7; THENCE SOUTH ALONG SAID WEST LINE AND SOUTHERLY PROLONGATION TO THE SOUTH RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF PARCEL "B", "PROSPECT ROAD PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 154, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL "B" TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF PARCEL "C" OF SAID PLAT; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID OF PARCEL "C" AND THE SOUTHERLY PROLONGATION THEREOF TO THE NORTH HALF (N½) OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST BOUNDARY THEREOF TO THE NORTHWEST CORNER OF THE SOUTH THREE-QUARTERS (S¾) OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF AND ALONG THE NORTH BOUNDARY OF THE SOUTH THREE-QUARTERS (S¾) OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST BOUNDARY THEREOF TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COMMERCIAL BOULEVARD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 17; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 17 TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 56, BLOCK 16, "TAMARAC LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY AND EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT TO THE SOUTHEAST CORNER OF PARCEL "S" OF SAID PLAT AND THE POINT OF BEGINNING.


Exhibit "A"
Legend
Tamarac East Service Area
Tamarac Water Main
Scale: 1" = 500' (half size)
N
W
E
S
W PROSPECT RD
NW 53RD ST
NW 55TH ST
NW 54TH ST
NW 52ND CT
NW 52ND PL
NW 52ND ST
NW 51ST PL
NW 51ST ST
W COMMERCIAL BLVD
NW 50TH ST
NW 49TH ST
NW 48TH ST
NW 46TH ST
NW 45TH CT
NW 28TH AVE
NW 27TH WAY
NW 27TH TER
NW 27TH AVE
NW 26TH WAY
NW 26TH TER
NW 26TH AVE
NW 25TH TER
NW 25TH AVE
NW 24TH AVE
NW 23RD TER
NW 23RD AVE
NW 22ND AVE
NW 30TH TER
NW 29TH TER
NW 19TH WAY
NW 17TH TER
NW 17TH WAY
NW 17TH AVE
NW 16TH WAY
NW 16TH TER
NW 16TH AVE
Prospect Rd
Prospect Rd
Prospect Rd
TAMARAC
The City For Your Life

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE CITY OF TAMARAC FOR THE SALE OF POTABLE WATER, SUBJECT TO MUTUALLY AGREED UPON TERMS AND CONDIITONS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("City") and the City of Tamarac entered into a 30-year agreement in 1994 for the provision of potable water; and

WHEREAS, pursuant to Resolution No. 94-178, adopted at its meeting of September 14, 1994, the City Commission of the City of Tamarac authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the City; and

WHEREAS, pursuant to Resolution No. 94-137, adopted at its meeting of September 7, 1994, the City Commission of the City of Fort Lauderdale authorized the proper officials of City to enter into an Agreement for the sale of potable water to the City of Tamarac; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, in 2021, City of Tamarac expressed its interest in a shorter duration Agreement due to its undertaking of a project to extend its infrastructure to serve the service area identified in the Agreement; and

WHEREAS, the City, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the City of Tamarac; and

WHEREAS, the City, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from City to service City of Tamarac customers upon terms mutually agreeable;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the Agreement for Sale of Potable Water with the City of Tamarac for a period of five (5) years, plus one extension for two (2) additional years, subject to certain mutually agreeable terms and conditions.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, authorizes the City Manager to execute the Agreement for Sale of Potable Water with the City of Tamarac.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

SECTION 4. That this Resolution shall be in full force and effect upon the final passage and adoption.

ADOPTED this _____ day of _____, 2024.

_____
Mayor
DEAN J. TRANTALIS

ATTEST:

_____
City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM AND
CORRECTNESS:

_____
City Attorney
THOMAS J. ANSBRO

Dean J. Trantalis	_____
John C. Herbst	_____
Steven Glassman	_____
Pamela Beasley-Pittman	_____
Warren Sturman	_____

Agreement
City of Wilton Manors

(2) 10-14-05

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Agreement for the Sale of Potable Water between the City of Wilton Manors and CFL

ORIGINATING DEPT. PW ORIGINATOR: Julie Leonard, Ass't Utilities Service Director/Operations

RESPONSIBLE ATTY.:

Harry A. Stewart	___	Sharon P. Miller	___
Robert B. Dunckel	___	Victoria F. Minard	X
Cindy Bortman	___	Ebony Calloway	___
DJ Williams-Persad	___	Paul Bangel	___

VFM

****

Approved as to Content

By: NHD. Ceuba
Department Head

Amount Required by Contract/Agreement
$ -0-

Funding Source:
Dept./Div. _____
Index/Sub-object _____
Project # _____
Date _____

Approved as to Funds Available

By: _____
Director of Finance

Date 9-21-05

Approved as to Content

By: Kathleen Gunn
Assistant City Manager

****

DEPARTMENT HEAD, ASSISTANT CITY MANAGER AND FINANCE APPROVALS MUST BE OBTAINED BEFORE A DOCUMENT IS ROUTED FOR SIGNATURE.

APPROVED AT COMMISSION MEETING OF: **September 7, 2005** ITEM **R- 10**
RESOLUTION # 05- Pending NO RESOLUTION ___

NO COMMISSION APPROVAL REQUIRED. [__] - Box checked if applicable.

ROUTE AND SIGN AS INDICATED BELOW IN SEQUENCE SHOWN.

1. City Attorney (as to form)
2. City Manager. City Manager must sign in presence of one witness, if witnesses are required.
3. Mayor's signature. Mayor must sign in presence of one witness, if witnesses are required.
4. To City Clerk for signature and City seal.
5. City Clerk retains one original of document and routing slip in City records unless otherwise indicated.

RECEIVED
FORT LAUDERDALE
CITY ATTORNEY'S OFFICE
05 SEP 22 AM 10:13

DIRECTIONS TO CLERK:

SEND **One** SIGNED ORIGINAL(s) TO: Julie Leonard, Ass't Utilities Service Director/Operations for Wilton Manors and **One** Complete copy for the Public Works Department as well as:

SEND 1 COMPLETE COPY OF SIGNED DOCUMENT TO CITY ATTORNEY'S OFFICE WITH THIS ROUTING SLIP ATTACHED.

2 copies Total - 1 for CAO
1 for PW

Date: September 8, 2005

File: 658.03

VFM

R-10

COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 09-07-2005 **AGENDA ITEM:** R-10

COMMISSION REPORT NO: 05-0964

PREPARED BY:

Albert Carbon 08-29-2005 08:26:45 DEPT: Public Works

DEPARTMENT DIRECTOR'S SIGNATURE

Julie Leonard, Assistant Utilities Services Director - 954-828-7802

AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

George Gretsas 08-31-2005 17:15:25

CITY MANAGER'S SIGNATURE

TITLE 1: SALE OF WATER AGREEMENT - CITY OF WILTON MANORS

TITLE 2:

SUBJECT:

A resolution authorizing the proper City Officials to execute a 25-year potable water agreement with the City of Wilton Manors for the sale of water.

PROPERTY LOCATION/ADDRESS:

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

Introduce resolution.

- (●) REGULAR AGENDA
  - ( ) Motion
  - ( ) Public Hearing
  - (●) Resolution
  - ( ) Purchase
  - ( ) Motion for Discussion
  - ( ) Ordinance
  - ( ) Presentation
  - ( ) Citizen Presentation
- ( ) CONFERENCE
  - ( ) Old/New Business
  - ( ) CRA
  - ( ) Exec Closed Door
  - ( ) Advisory Boards
  - ( ) City Commission Reports
  - ( ) City Manager Reports
- ( ) COMMISSION MEMO

[ ] Guest Speaker

Public Notice Advertised:

Name of Guest Speaker:

Affiliation of Guest Speaker:

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO: **TRANSACTION TYPE:**

BIDS SOLICITED/RECEIVED: **WBE:** **LATE BID:**

MBE: **NO BID:**

Vendor:

Amount: **Details:**

Procurement Recommendation:

Description of Exhibits:

1.	2.	3.
4.	5.	6.
7.	8.	9.

EXHIBITS: AVAILABLE VIA HARDCOPY: **Exhibit #s:**

PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)

BACKGROUND/DETAIL: (2000 character limit)

The City of Fort Lauderdale has provided water service to the City of Wilton Manors since 1980 through a Water Agreement, which expires September 16, 2005.

A new 25-year agreement has been negotiated with the City of Wilton Manors to provide water services. These water services are the same as provided to other municipalities.

The Wilton Manors City Commission approved this Agreement at their August 23, 2005 meeting.

Staff recommends the City Commission approve and authorize the proper City Officials to execute a 25-year Water Agreement with the City of Wilton Manors for the sale of water.

Document Name:

Type:

Expiration Date: **Attorney's Initials:** VM

Memorandum City Attorney's Office
No. 05 -1165

To: Julie Leonard, Ass't Utilities Service Director/Operations

From: Victoria F. Minard, Assistant City Attorney/5106

Date: September 8, 2005

Re: Agreement between the City of Wilton Manors and the City of Fort Lauderdale for the Sale of Potable Water.

The above item was approved by the City Commission at its meeting of September 7, 2005. Attached is a copy of the document, as well as an original document routing form for the item that must be completed and executed by your department head and the Director of Finance, indicating their review and approval as to the content of the respective document.

Please return this completed routing form to me, so that I may then forward the two (2) original documents, previously forwarded to me, to the proper City officials for execution.

VFM/mas

L:\VFM\MEMOS\2005\CCM approval 2005\1165_Wilton Manors Wtr.wpd

FILE: 658.03

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 2005 by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of Florida, hereinafter referred to as the "Seller";

and

CITY OF WILTON MANORS, a municipal corporation of Florida, hereinafter referred to as the "Purchaser";

Whereas Pursuant to Resolution No. 05-154 adopted at its meeting of September 7, 2005, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into this Agreement.

Whereas Pursuant to Resolution No. 2919, adopted at its meeting of August 23, 2005, the City of Wilton Manors authorized the proper officials of Purchaser to enter into this Agreement.

Whereas Seller and Purchaser entered into a twenty five (25) year agreement in 1980 for the provision of potable water from Seller to Purchaser.

Whereas the parties hereto desire to continue the relationship experienced for those 25 years.

Whereas Seller is willing to enter into a new agreement with Purchaser for the sale of water, subject to certain terms and conditions.

Whereas the Seller in its proprietary capacity owns and operates a municipal public water supply and is in a position to continue to provide potable water to the Purchaser.

Whereas the Purchaser in its proprietary capacity owns and operates a water distribution system, and the Purchaser desires to continue to purchase water from Seller to service Purchaser's customers upon terms mutually agreeable.

Now, therefore, in consideration of the mutual promises, covenants and conditions hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. The term of this Agreement shall be for a period of twenty-five (25) years, commencing on the date first written above.

2. During the term of this Agreement, Seller agrees to sell and Purchaser agrees to buy water from the Seller, which may be re-sold by Purchaser to its water consumers within the municipal boundaries of the Wilton Manors Utility System.

3. During the term of this Agreement, the Purchaser shall not purchase water from any other person, firm or corporation other than Seller for Purchaser's customers within the boundaries of the Wilton Manors Utility System, so long as Seller is able to supply the quantity and quality of water required by Purchaser, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm or corporation other than Purchaser within the boundaries of the Wilton Manors Utility System except as otherwise provided in this Agreement. Seller and Purchaser shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. Purchaser shall not permit any Wilton Manors Utility customer to connect with the Purchaser's distribution system when such Purchaser's water requirements are reasonably estimated to exceed 100,000 gallons of water a day without previous written approval of Seller. In the event any customer of Purchaser, after being connected to Purchaser's distribution system, should use as much as 100,000 gallons of water per day, Purchaser shall immediately notify Seller of such consumption and the written approval of Seller shall be obtained before such customer shall be furnished water in quantities exceeding 100,000 gallons of water per day. Exception to this article shall be automatic in the event(s) of an unforeseen circumstance of limited duration such as a leak or emergency usage.

5. Seller states, and Purchaser acknowledges, that Seller does not bind itself during any period of water shortage, resulting from any type of emergency condition or inadequacy of mains or other facilities, to do more than to deliver water to Purchaser in such quantities as are available for allocation by Seller among all Seller's municipal utility customers, after the demands of water customers and demands for fire protection in the City of Seller have been satisfied.

6. In the event it should become necessary for Seller to adopt regulations or laws in a case of an emergency as determined by Seller for the conservation of water sold by Seller to Purchaser, Purchaser agrees that it will adopt and enforce corresponding regulations and laws for conservation binding upon Purchaser's consumers during the time of such emergency.

7. The area to be served is generally limited to the municipal boundaries and the distribution system of the Purchaser as they exist as of the date of this Agreement. Such service areas shall not be increased or enlarged, nor does Seller agree to furnish water for use of Purchaser's consumers lying outside of the area

described above, unless written consent of the Seller has first been obtained by Purchaser and evidenced by an amendment to this Agreement.

8. Purchaser shall install, at its own expense, such water master meters as may be required from time to time by the Seller. Such meters shall be installed under the supervision of the Seller and shall be of a type approved by the Seller. After installation, the Seller will maintain such meters at its own expense, but title to the same shall remain in the Purchaser.

9. Purchaser agrees that it will neither adopt nor enforce any regulation or law that adversely affects the obligations of the parties as set forth in this Agreement.

10. The Purchaser shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

11. The water rates to be charged by the Seller to the Purchaser shall be the rate provided to be charged to municipalities, political subdivisions and privately owned utilities under the provision(s) of the applicable sections of the Code of Ordinances of the City of Fort Lauderdale. It is the intention of the parties that the Seller shall not discriminate against the Purchaser vis-à-vis, the consumers within the limits of the City of Fort Lauderdale. Any rate increases to Purchaser during the life of this Agreement shall be based on any increase in the cost of providing water to Purchaser and others similarly situated.

12. The Seller shall render monthly statements for water furnished and the Purchaser shall pay promptly all statements furnished. Should the Purchaser fail or refuse to pay the amount of such statement within thirty (30) days after the same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid and any other legal remedies available to Seller.

13. It is the obligation of the Purchaser to obtain all necessary approvals from all appropriate governmental authorities having jurisdiction for operation of its water distribution system. Purchaser shall submit to the City Manager or other designated City of Fort Lauderdale official such data as they may require from time to time, including, but not limited to, plans and specifications for additions, modifications, extensions or alterations of the Purchaser's distribution system.

14. The Purchaser shall not assign or transfer its interests or obligations under this Agreement in whole or in part.

15. This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Purchaser approving this Agreement and authorizing its execution.

16. This Agreement shall be governed by the laws of the State of Florida. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the United States District Court for the Southern District of Florida.

[This Space Intentionally Left Blank]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Safeea B. Ali

Safeea B. Ali

Print Name

K. Skoundridakis

Katerina Skoundridakis

Print Name

(SEAL)

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By _____
JIM NAUGLE, Mayor

By _____
GEORGE GRETSAS, City Manager

ATTEST:

Jonda K. Joseph

JONDA K. JOSEPH, City Clerk

Approved as to form:

VF Minard

VICTORIA F. MINARD
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6 day of October, 2005, by JIM NAUGLE, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

NAJIB NEDER
MY COMMISSION # DD 296466
EXPIRES: March 4, 2008
Bonded Thru Notary Public Underwriters

Signature: Notary Public, State of Florida

Najib Neder

Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 5th day of October, 2005, by GEORGE GRETSAS, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

DONNA M. SAMUDA
MY COMMISSION # DD 385151
EXPIRES: January 30, 2009
Bonded Thru Notary Public Underwriters

Signature: Notary Public, State of Florida

DONNA M. SAMUDA

Name of Notary Typed, Printed or Stamped

WITNESSES:

Leigh Ann Gross
Print Name

Angela D. Scott
Print Name

(CORPORATE SEAL)

CITY OF WILTON MANORS

By
SCOTT NEWTON, Mayor

By
JOSEPH L. GALLEGOS, City Manager

ATTEST:

City Clerk

Approved as to form:

City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 29th day of August, 2005, by SCOTT NEWTON, Mayor of the CITY OF WILTON MANORS, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Patricia A Staples
My Commission DD112265
Expires May 14, 2006

Signature: Notary Public, State of Florida

Patricia A. Staples
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 29th day of August, 2005, by JOSEPH L. GALLEGOS, City Manager of the CITY OF WILTON MANORS, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Patricia A Staples
My Commission DD112265
Expires May 14, 2006

Signature: Notary Public, State of Florida

Patricia A. Staples
Name of Notary Typed, Printed or Stamped

WILTON MANORS, *Island City* JL
524 NORTHEAST 21ST COURT, WILTON MANORS, FLORIDA 33305

PUBLIC SERVICES

DAVID J. ARCHACKI
(954) 390-2190
FAX (954) 567-4212

TO VICKI MINARD 9/1/05

August 30, 2005

Ms. Julie Leonard
Public Services Department
City of Fort Lauderdale
949 NW 38 Street
Fort Lauderdale, FL 33309

RE: 25-Year Water Agreement

Dear Julie:

Enclosed are two signed originals of the 25-Year Water Agreement, which was approved by our Commission at their August 23rd Commission meeting. Please arrange for both copies to be fully executed by the City of Fort Lauderdale, and return one original signed document to me for our files.

Thank you for all of your assistance in this matter and please feel free to contact me at (954) 390-2190 if you require anything further.

Sincerely,

Rita Leseberg

Rita Leseberg
Administrative Coordinator
Public Services Department

DJA/rl
Encls.

Printed on Recycled/Recyclable Paper/Using Soy Based Ink