SECTION 2.0

PROPOSED ACTION AND ALTERNATIVES

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2.1 INTRODUCTION

This section describes the alternatives analyzed within this Environmental Impact Statement (EIS). The alternatives include two development alternatives, as well as a No-Action Alternative. Consistent with Council on Environmental Quality (CEQ) guidelines (Section 1502.14), the Bureau of Indian Affairs (BIA) National Environmental Policy Act (NEPA) Handbook (59 IAM 3-H), this section includes a description and comparison of the project alternatives. The alternatives included within the EIS are as follows:

- Alternative A – Proposed Project;
    - Sub-Alternative A-1 – No Coconut Creek Approvals or Agreements;
- Alternative B – Reduced Intensity Alternative;
- Alternative C –No Action by Federal Government;
    - Sub-Alternative C-1 – No Coconut Creek Approvals or Agreements

After review of the purpose and need for the project and consideration of the environmental effects associated with each alternative, and considering the existing agreements between the City of Coconut Creek and STOF, the BIA has selected Alternative A – Proposed Project as the Preferred Alternative that best achieves the purpose and need for the project and minimizes potential adverse environmental effects.

ALTERNATIVE A – PROPOSED PROJECT

Alternative A includes the transfer of approximately 45-acres of fee land currently owned by the Seminole Tribe of Florida (STOF) into Federal trust. Under Alternative A, STOF would subsequently develop the property (Tracts C, D, G, H, I, and a portion of Tract B) for a resort hotel, retail, restaurant space, convention center, 2,500 seat showroom, expanded parking structure, and associated facilities. Gaming would not take place on the property currently under consideration and is not part of this proposed action or any of the alternatives currently under consideration.

The proposed site is located within the City of Coconut Creek (City), Broward County (County) adjacent to existing STOF trust property that houses the Coconut Creek Casino. The project site is currently developed with surface-level and structured parking, stormwater retention ponds, a manmade wetland, and ornamental landscaping. A structure located on Tract D serves as the main entrance to the adjacent Coconut Creek Casino (located on Tract 65). The total size of the fee-to-trust property within Alternative A would be approximately 45-acres. **Table 2-1** below shows the approximate acreage of each parcel. Construction of Alternative A is expected to occur in phases over a 60 month period. All construction

durations described in this document are approximate and may change due to economic or financial conditions.

TABLE 2-1
SEMINOLE FEE-TO-TRUST PARCEL SIZES

Tract	Acreage
B	7.46
C	7.14
D	7.37
G	7.37
H	12.81
I	3.49
Total	**45.64**

NOTE:
1 - Data rounded to two decimal places. Acreages are approximate.
SOURCE: Broward County. 2010.

Alternative A is predicated on existence of zoning and site plan approvals, permits and other agreements with the City of Coconut Creek providing STOF with public services and utilities to the new facility, and the City/STOF mitigation funding agreement for impacts associated with the property being placed into trust.

SUB-ALTERNATIVE A-1- NO COCONUT CREEK AGREEMENT

As described below, given recent court rulings and the intergovernmental agreements (IGAs) currently in place, Sub-Alternative A-1 will not be selected as the Preferred Alternative in the Record of Decision. Sub-Alternative A-1 was originally chosen as an alternative to account for the possibility that existing zoning and site plan approvals, permits, or other service agreements between the City and STOF could be legally challenged and subsequently overturned or longer be in effect for a different reason. However, on November 13, 2013, the District Court of Appeal of the State of Florida, Fourth District denied the petitioners' claim for relief against the Tribe and the City in *Ripps, Lieberman & Lieberman v. City of Coconut Creek and Seminole Tribe of Florida* (No. 4D12-3233), and on January 9, 2014, the Appellate Court issued an order denying a rehearing on the case. Therefore, the existing IGAs between the City and the Tribe, remain in effect and are binding on both parties.

Under Sub-Alternative A-1 the 45-acre site (Tracts C, D, G, H, I, and a portion of Tract B) would still be transferred into a Federal trust and developed for the same purposes described above for Alternative A. Under Sub-Alternative A-1, due to the removal of existing service agreements, STOF would provide public services and utilities through the establishment and operation of on-site facilities. Public services and utilities to be internally provided by STOF under this scenario would include water and wastewater treatment, as well as law enforcement and fire protection services. Construction of Sub-Alternative A-1 would also be completed in phases and take approximately 60 months to complete.

Without the support of the City, there is the potential that if Sub-Alternative A-1 is selected, the following City right-of-way services would not be available: the use of City rights-of-way essential for the construction of the storm drainage system and storm drainage interconnects; the use of City rights-of-way

to construct necessary roadway and landscape improvements; water and wastewater treatment facilities; and fire suppression and emergency medical service facilities, personnel and equipment.

ALTERNATIVE B –REDUCED INTENSITY ALTERNATIVE

Alternative B, a reduced-intensity development, includes transfer of approximately 25-acres of property currently owned by STOF from fee to Federal trust. Under Alternative B, STOF would subsequently develop the 25-acre property (Tracts C, D, I, and a portion of Tract B) for a resort hotel, retail, restaurant space, convention center, a 2,500 seat showroom, and reduced size parking structure. Alternative B recognizes that the existing IGAs remain in effect and are binding on both parties. On-site service facilities would be similar to Sub-Alternative A-1. Construction of Alternative B is expected to be completed in one phase and last approximately 36 months.

ALTERNATIVE C – NO ACTION BY FEDERAL GOVERNMENT

Under the Alternative C, the No Federal Action alternative, STOF would retain fee ownership of the 45-acres of land (Tracts C, D, G, H, I, and a portion of B) and the property would not be transferred into Federal Trust. If Alternative C were selected, two future scenarios could occur. Under the first scenario, STOF would continue to develop the property as described above for Alternative A, with all necessary permits and approvals from the City. These approvals would be obtained prior to developing the project site.

Under the second scenario (Sub-Alternative C-1), STOF is unable to obtain zoning and site plan approvals, permits and other agreements with the City, or those approvals and agreements are overturned, and no further development would occur on the project site.

The purpose of the alternatives analysis is to describe a range of reasonable alternatives to the Proposed Action that could, in varying degrees, meet the purpose and need described in **Section 1.4**, and evaluate the comparative merits of the alternatives (NEPA, Section 102[2][c][iii] [42 USC Section 4332]; 40 CFR Section 1508.25). Alternatives considered must include those that offer environmental advantages over the Proposed Project and may be feasibly accomplished in a successful manner considering economic, environmental, social, technological, and legal factors.

2.2 ALTERNATIVE A –PROPOSED PROJECT

2.2.1 DISCRETIONARY ACTION

STOF has submitted a fee-to-trust application asking that the BIA take the 45-acre project site into trust. The foreseeable consequences of the federal action would be the expansion and consolidation of trust property for STOF and the subsequent development and operation of the Proposed Project (**Figures 1-1 and 1-2**).

2.2.2 MITIGATION AGREEMENT AND OTHER AGREEMENTS WITH THE CITY OF COCONUT CREEK AND BROWARD COUNTY

2011 MITIGATION AGREEMENT

The Mitigation Agreement between the City and STOF (Coconut Creek Fee to Trust Lands Mitigation Agreement, dated January 27, 2011, adopted by City Resolution No. 2011-09), included as **Appendix G**, specifies public services and utilities to be provided by the City and compensation for such services to be paid by STOF. The Mitigation Agreement also describes payment by STOF to the City in lieu of property assessments and impact fees lost when the property is transferred to federal trust and removed from the City's tax rolls. The terms of this Mitigation Agreement would apply to development under Alternative A and C. Execution of the Mitigation Agreement mitigates all potential off-site impacts associated with the Proposed Project within the jurisdiction of Coconut Creek. A limited waiver of Tribal sovereign immunity for enforcement of the terms of the agreement is included within the Mitigation Agreement. Key provisions of the Mitigation Agreement are summarized below.

- The Mitigation Agreement fully addresses the City's concerns regarding the impact of the fee-to-trust project and the proposed development plan.
    - The City formally withdraws all objections and negative comments to the transfer and subsequent development and formally supports the pending trust application.
- Although the project site would not be subject to City regulations after being brought into federal trust, STOF would comply with the MainStreet Design Standards of the City-approved Seminole Planned MainStreet Development District (PMDD).
    - STOF would abide by height limits, development densities, off-site improvements, approved levels of service, and emergency vehicle access requirements, but would have the flexibility to modify design standards as necessary to meet constructability considerations.
- STOF shall assist the City to defray the costs and expenses which the City would incur as a result of the project site being taken into trust, as well as the anticipated effects of the development. STOF would make an annual contribution to the City, as well as a one-time contribution in exchange for release from its obligation to purchase a 5-acre parcel under the Municipal Service Provider Agreement (**Appendix G**). Payments received from STOF would be used for improvements within the MainStreet Regional Activity Center and to mitigate the impacts of the lands going into Trust. Additionally, STOF would sponsor an education foundation or trust fund.
- The City shall provide the following public services and utilities to the project site:
    - Water and Wastewater Services;
    - Fire, Fire Rescue and Emergency Medical Services;
    - Police Services (Mutual Aid and Voluntary Assistance only); and
    - Garbage, Recycling and Construction and Demolition Debris removal services.
    - The terms of these services would be the same as those contained in the current Municipal Service Provider Agreement (MSPA) for the existing STOF Coconut Creek trust property.

- The City also agrees to provide STOF with reasonable use of the City's rights-of-way for construction of a storm drainage system from the site.
- The City agrees to acquire all necessary right-of-way and/or easements to construct roadway and landscape improvements included in the approved PMDD. STOF would be responsible for construction of roadway and landscape improvements enumerated in the PMDD along public rights-of-way and/or easements.

The Mitigation Agreement "represents a good faith concerted and negotiated effort on the part of City and STOF to achieve a positive and constructive resolution of significant issues …"

SEMINOLE PLANNED MAINSTREET DEVELOPMENT DISTRICT

The City of Coconut Creek MainStreet Regional Activity Center (RAC) Area design standards serve as a framework for future projects within the RAC district and each project proposed within the district must clearly demonstrate consistency with the MainStreet Design Standards. These design standards include requirements regarding streetscape, right-of-ways, plaza and open space, building design, as well as sustainable and green components. On December 8, 2010 the City Planning and Zoning Board recommended approval of the STOF request to rezone the project site to allow development of the Seminole PMDD. On January 27, 2011, the City Commission approved the request to rezone the property from PCD (Planned Commerce District) and B-4 (Regional Shopping District) to the Seminole PMDD (Ordinance No. 2011-005) (**Appendix G)**. Key provisions of the ordinance are summarized below.

- The City found that the PMDD meets the City's Development Regulations (Chapter 13, Code of Ordinances, Article III).
- All revisions and future site plans must be consistent with the Seminole PMDD and otherwise meet the applicable general provisions of the City's land development regulations and other regulatory agencies.
- STOF will demonstrate commitment to incorporate green building techniques, including registration with the Florida Green Lodging program.
- STOF will comply with the City Affordable Housing Program (Section 13-100 thru 13-117).
- STOF will comply with the City Public Art Requirement, including conspicuous displays of green technology.

City approval of Ordinance 2011-005 confirms consistency of the Seminole PMDD design with the MainStreet RAC) Design Standards, and incorporates the development standards provided within the application and makes them binding on the developer (City of Coconut Creek, 2008).

1999 MUNICIPAL SERVICE PROVIDER AGREEMENT

The MSPA, signed by STOF and the City in 1999, and approved by the BIA on February 3, 2000, affirms that the City shall provide water, wastewater, solid waste collection, and fire/EMS services on any and all trust property within the service area of the City. Water and wastewater services included within the MSPA are pursuant to the City's Water and Wastewater Agreement. STOF and the City have entered into four subsequent water and wastewater provider agreements since the original 1999 MSPA

(**Appendix G**). These water and wastewater agreements establish that the City provides water and wastewater services which meet the Tribe's current demand.

Water and wastewater services to existing structures on the project site and to the adjacent trust property are provided by City service connections through the provisions included in the MSPA. A description of existing City water and wastewater services provided to the project site is included in **Sections 3.3** and **3.10**.

As provided in the MSPA, the City agrees to provide fire services, fire rescue services, and emergency medical services, equal to, and to the same extent, as those services are provided to commercial establishments located within the City's municipal limits (**Appendix G**).

2006 POLICE SERVICE MUTUAL AID AGREEMENT

In October 2006, STOF and the City signed a mutual aid agreement to provide cross jurisdictional law enforcement assistance. An amendment to the October 2006 agreement was entered into between the two parties in March 2011 (Voluntary Cooperation and Operational Assistance Mutual Aid Agreement for Law Enforcement Services, Resolution 2011-43, **Appendix G**) to provide an expansion of mutual police protection services.

NW 40TH STREET ABANDONMENT

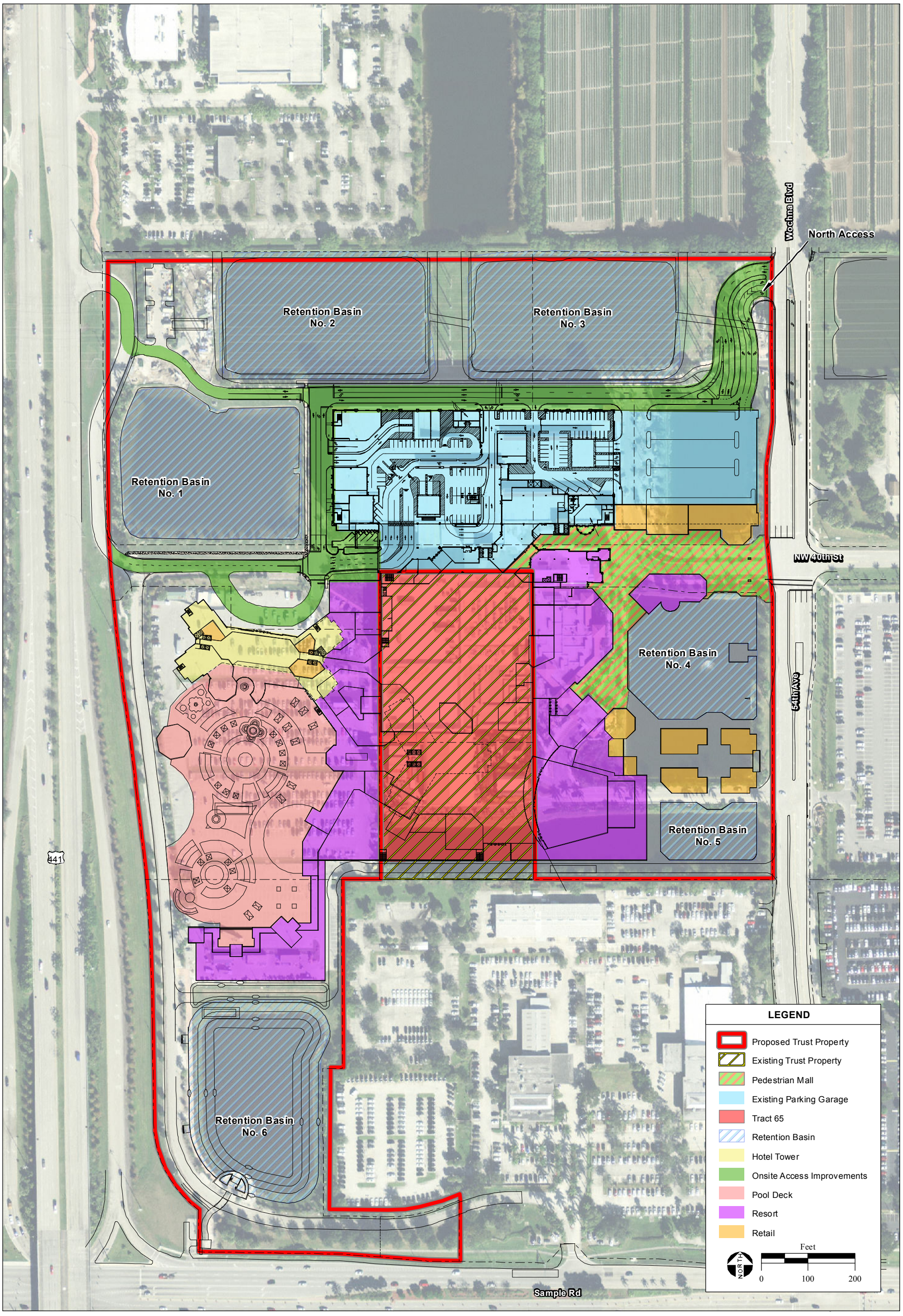
In 2011, the City passed an ordinance (Ordinance 2011-003, Appendix G) to support the Tribe's proposed vacation application which allowed subsequent development of NW 40th Street as part of the Phase II expansion.

BROWARD COUNTY RESOLUTION 87-1077

In March 2007, Broward County passed Resolution 87-1077 that finds that the conditions of a Development Order for a development of regional impact satisfy the provisions of Chapter 5, Article IX, Broward County Code of Ordinances, the Broward County Land Development Code, Sections 5-182(a) and 5-198(a), which require adequacy of the Regional Transportation network as a condition for approval of a development permit. This finding is based upon STOF agreeing to widen a portion of Sample Road in lieu of road impact fees assessed on the Commerce Center of Coconut Creek Development of Regional Impact.

2.2.3 ALTERNATIVE A COMPONENTS

The Proposed Project consists of a planned development incorporating a 1,000-room twenty-story resort hotel, amenities, retail village, restaurant space, convention center, 2,500 seat showroom, and a seven-story 1,365 space parking garage expansion. **Table 2-2** details the uses and approximate square footages for the components included in Alternative A. **Figure 2-1** shows the site plan for Alternative A.



SOURCE: Friedmutter Group, 6/2010; City of Coconut Creek aerial photograph, 2012; AES, 2012

Figure 2-1

Alternative A - Proposed Project with Coconut Creek Approvals and Agreements

TABLE 2-2
PROJECT COMPONENTS AND APPROXIMATE SQUARE FOOTAGES – ALTERNATIVE A

Project Component	~Area / Units
Hotel	1,000 rooms
Hotel Lobby	10,400 sf.
Dining	54,500 sf.
Retail	47,000 sf.
Back-of-House	51,308 sf.
Circulation	14,700 sf.
Spa	19,800 sf
Club/Lounge	15,300 sf.
Conference Facility	76,200 sf.
Showroom Facility	31,500 sf. / 2,500 seats
Restrooms	5,000 sf.
Outdoor Terrace	11,000 sf.
Expanded Parking Structure (7 levels)	1,365 spaces
Source: Friedmutter Group, 2011.	

ENTERTAINMENT, CONFERENCE AND HOTEL COMPLEX

The proposed new hotel/resort would be separate from, but attached to, the existing casino through a connection that would preserve the exterior of the Coconut Creek Casino. This new resort facility would include 1,000 hotel rooms within a 20-story tower, a 76,200 sf convention center showroom facility, and a 2,500 seat entertainment center. The design of the Proposed Project would incorporate built-in fire protection features including firebreaks and Type I non-combustible, fire-resistant construction. All facilities would be equipped with a hydraulically calculated, automatic sprinkler system that complies with the Florida Building Code (FBC) per the existing MSPA with the City. The construction of Alternative A would provide approximately 3,500 temporary jobs and Alternative A operations would provide approximately 1,294 full time equivalent (FTE) jobs on an ongoing basis. Alternative A is anticipated to result in an increase of approximately 1,450 patrons per day.

Entertainment and Conference Center

A 31,500 square-foot, 2,500 seat showroom would be constructed as part of the resort complex. The showroom would provide a venue for musical and theatrical performances, as well as cultural, academic, community, and business events. It is expected that the entertainment facility would be used primarily for evening performances throughout the week. In addition, a 76,200 square-foot conference facility (Conference Center) would be constructed on the western portion of the site. The Conference Center could be used days and evenings, and would be available for community events, ceremonies, and conferences.

RETAIL FACILITIES

The Proposed Project includes 47,000 square-feet of retail space within the resort complex. Approximately nine retail shops would be provided in this development. Retail facilities would be connected to the hotel and public plazas with both luxury and convenience shopping to serve local residents and attract regional tourism.

PARKING

Approximately 1,365 parking spaces would be provided in an expanded seven-story parking structure located immediately east of the existing parking structure.

WATER SUPPLY

Pursuant to the MSPA and the Mitigation Agreement, the Tribe would obtain municipal water for the Proposed Project through a service agreement with the City. The City has existing potable water lines that extend around all sides of the project site, except along the east side of Tract B where an 8-inch diameter pipe extends into Tract B but terminates at an existing water main stub. The City obtains water through existing wholesale agreements with Broward County. The City has guaranteed reserve capacity from Broward County for water service to the project site based on projected demand via agreements with Broward County (Coconut Creek, 2012).

The average daily potable water demand under Alternative A is estimated to be 390,000 gallons per day (gpd) (including a 15% contingency to account for system losses), with a peak demand of approximately 534,000 gpd (**Appendix C**). Peak Hour Demand is estimated to be 885,000 gallons. Under Alternative A, the water supply system would be designed to meet peak demands, as well as FBC fire flow requirements.

WASTEWATER TREATMENT AND DISPOSAL

Pursuant to the 1999 MSPA and the four amendments (Appendix G) connections to the City's existing wastewater collection system would be expanded in the vicinity of the project site to provide capacity for the wastewater generated by the Proposed Project. Wastewater would be treated at the City's existing wastewater treatment plant (WWTP). The average wastewater generation rates for Alternative A are estimated to be 342,000 gpd (including a 15% contingency), with a peak day-demand of 1,197,000 gallons (**Appendix C**). The STOF would be responsible for connecting to existing wastewater infrastructure and paying user fees consistent with normal connection and service fees. Because the property would be held in federal trust, STOF and the City have agreed that STOF would pay the same 25 percent rate surcharge as other users located outside the municipal boundaries. Illustrations of the proposed sanitary sewer routing are provided in **Appendix C**. Wastewater line service to the project site would occur through an 8-inch diameter line on the north side of the site and another 8-inch diameter pipe on the east. The wastewater line service on the west side of the site would include an 8-inch diameter line and a force main varying between 8-, 12-, and 18-inches in diameter. Collected wastewater would flow through a series of existing pump stations and the existing force main along Sample Road.

SITE DRAINAGE AND DETENTIONS

The project site will include the development or reconfiguration of seven stormwater retention ponds/basins. To the maximum extent possible, each pond or basin would be developed in a manner to maintain stormwater flows to rates. Stormwater would be collected within each pond using a series of storm catchment basins and storm drains to be constructed and connected to existing outfalls. The retention ponds/basins, shown in **Figure 1-3**, would be developed to accommodate increased on-site development and comply, to the maximum extent practicable, with the existing Master Permit (No. 06-00551-S) issued by the Cocomar Water Control District (CWCD). It is not possible, however, to size proposed on-site stormwater retention ponds/basins under Alternative A to completely off-set the loss of existing retention capacity. Alternative A, therefore, includes development of a 2.1 acre, off-site retention basin/pond on the adjacent Johns Family Property to the east of the project site or on a 4-acre undeveloped parcel owned by STOF located at the northwest corner of NW 74th Place and NW 48th Place to avoid any reduction of stormwater retention capacity. The off-site retention pond is discussed in detail in **Sections 4.3-1** and **4.14.1,** and shown in **Figures 4.14-1** and **4.14-2**. The retention ponds would also incorporate on-site Best Management Practices (BMPs) during construction and operation. The Proposed Project would incorporate storm filter vaults, vegetated swales, and bioretention measures to reduce sediments and contaminants in runoff water.

UTILITIES

STOF would continue to obtain electric service for the Proposed Project from Florida Power and Light. Florida Power and Light, current providers of electrical service to the existing trust property, would provide this service through existing overhead electrical lines. During construction of the Proposed Project, these utility lines would be converted to an underground system in the immediate vicinity of the project site. The nearest substation is the Cullum Substation, located on the corner of NW 40th Street and NW 54th Avenue (Wochna Blvd). Gas service is provided to the project by TECO Peoples Gas. STOF would expand connections and pay applicable connection and user fees for each of these services.

Telecommunication services in the vicinity of the project site are provided by AT&T, Level 3 Communications, Comcast, and Fibernet, which currently have underground utilities located at or in the vicinity of the project site. Expanded connections to these services would occur as warranted.

PUBLIC HEALTH AND SAFETY

STOF currently has a Tribal Ordinance that is the functional equivalent to Florida municipal public health and safety standards for public buildings, electrical wiring, fire prevention, plumbing, and sanitation including annual inspections through a licensed health inspector. The existing Tribal Ordinance covering public health and safety would be updated to include the new development on the project site.

Law Enforcement

Pursuant to the Mitigation Agreement, the Seminole Police Department (a recognized and accredited Tribal police force) would continue to have primary responsibility for maintaining order and safety on trust lands within the project site. The Seminole Police Department fulfills this responsibility in full cooperation with the City of Coconut Creek Police Department under the terms of the 1999 Municipal Service Provider Agreement, as amended by the 2006 Mutual Aid Agreement for Law Enforcement

Services to the project site. Under the terms of these agreements, STOF and the City supply law enforcement officers to the other jurisdiction on a voluntary, as-requested basis. The Mutual Aid Agreement also outlines the procedures for law enforcement officers from one jurisdiction providing in-progress crime assistance within the jurisdiction of the other cooperating agency.

Fire and Emergency Medical Services

Pursuant to the MSPA and Mitigation Agreement, the Coconut Creek Fire Department would have primary fire protection responsibility on the project site. Coconut Creek Fire Department would additionally provide first-responder emergency medical services. STOF shall establish an Emergency Management Plan through consultation with the City, including designation of the hotel structure as an alternative Emergency Operations Center. STOF shall additionally comply with U.S. Department of Labor Occupational Safety and Health Administration (OSHA) regulations regarding the storage, use, and handling of toxic and flammable substances.

Pursuant to the 2011 Mitigation Agreement, STOF would construct Emergency Communication infrastructure in the hotel structure consisting of antennas, repeaters, and other communication equipment.

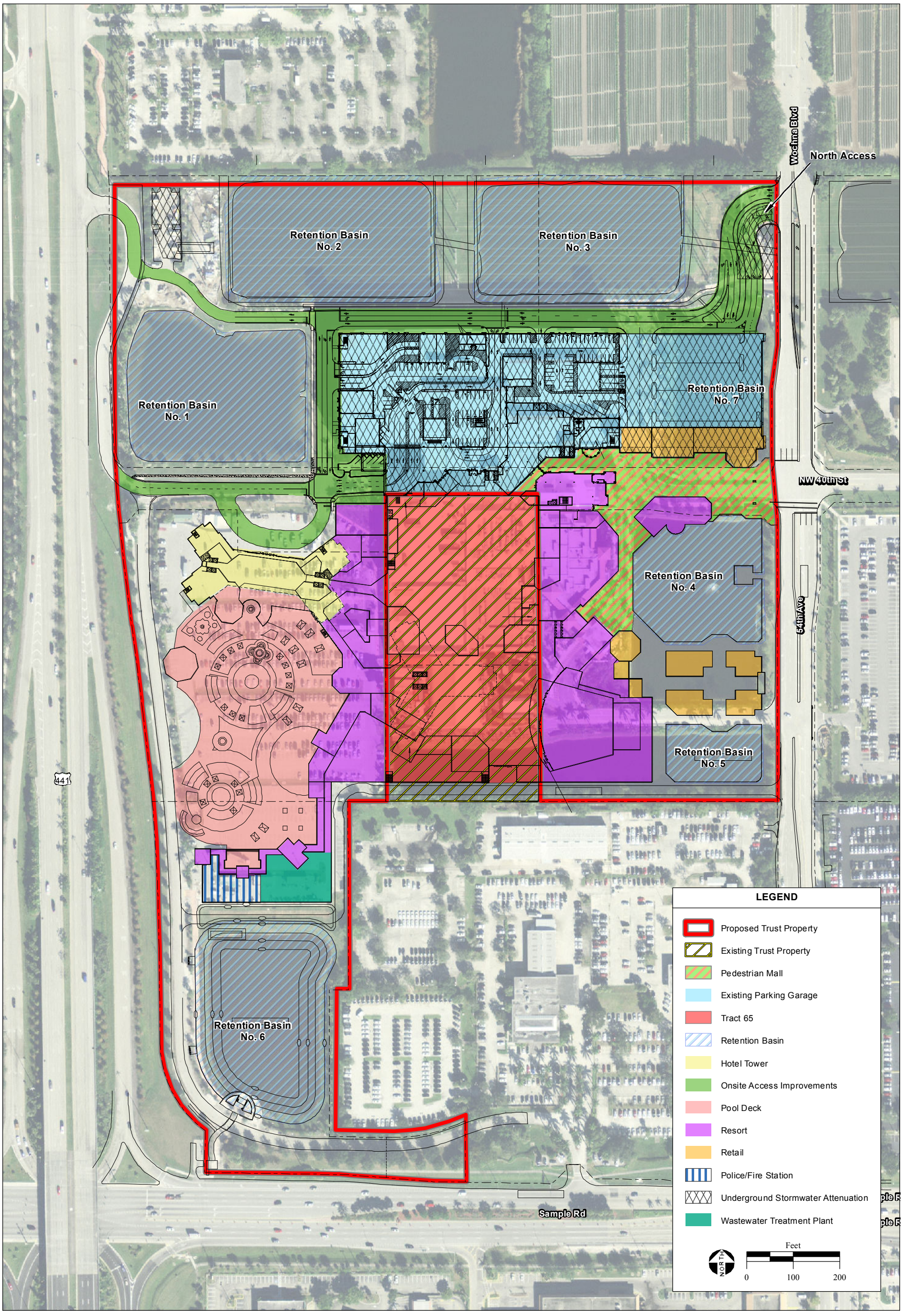
ACCESS IMPROVEMENTS

The Proposed Project includes improvements to site access points that would facilitate traffic movement to and from the resort. Two access driveways are proposed to connect the parking structure located on the northern portion of the site to NW 54th Avenue and State Route 7 (SR-7) (**Figure 2-1**).

2.2.4 SUB-ALTERNATIVE A-1 COMPONENTS

The same federal discretionary approvals would be required for Sub-Alternative A-1 as for Alternative A (see **Section 2.2.1**). Sub-Alternative A-1 assumes that the existing zoning, site plan approvals, and permits and/or other agreements between by the City are no longer in effect, STOF would provide public services and utilities on-site. All facilities would be developed in compliance with the International Building Code (IBC) and existing Tribal building codes. Water service and wastewater treatment would be provided on-site through the development of an on-site well and water treatment facilities, as well as the development of an on-site WWTP. Stormwater retention vaults would be developed under the existing parking structure and sized so that stormwater flows leaving the site would match current volumes. Additionally, stormwater flow off properties included in the Commerce Center Plat master drainage permit will be addressed and mitigated if affected by the expansion. Law enforcement services would be provided by the Seminole Police Department and fire protection services would be provided through the creation of an on-site Tribal Fire Department. The City has noted that potential exists that certain City right-of-way services would not be available to STOF if development of Sub-Alternative A-1 were to occur.

Table 2-3 details the uses and square footages for the components of Sub-Alternative A-1 and **Figure 2-2** shows the site plan for Sub-Alternative A-1. Sub-Alternative A-1 differs from Alternative A in that an on-site water treatment facility, WWTP, and Tribal Fire/Police Station would be located in the southwestern portion of the property.



SOURCE: Friedmutter Group, 6/2010; City of Coconut Creek aerial photograph, 2012; AES, 2012

Figure 2-2

Sub-Alternative A-1 - Proposed Project with no Coconut Creek Approvals or Agreements

TABLE 2-3
PROJECT COMPONENTS AND APPROXIMATE SQUARE FOOTAGES –SUB-ALTERNATIVE A-1

Project Component	~Area / Units
Hotel	1000 rooms
Hotel Lobby	10,400 sf.
Dining	54,500 sf.
Retail	47,000 sf.
Back-of-House	24,325 sf.
Circulation	14,700 sf.
Spa	19,800 sf.
Club / Lounge	15,300 sf.
Conference Facility	76,200 sf.
Showroom Facility	31,500 sf. / 2,500 seats
Restrooms	5,000 sf.
Outdoor Terrace	11,000 sf.
Water / Wastewater Treatment Plant	17,200 sf.
Fire / Police Station	9,800 sf.
Expanded Parking Structure (7 levels)	1,365 spaces
Source: Friedmutter Group, 2011.	

HOTEL AND RETAIL COMPONENTS

Under Sub-Alternative A-1, the project components would be developed identically to Alternative A: the twenty-story 1,000 room hotel tower, the conference center, and the 2,500 seat showroom facility. The development of Sub-Alternative A-1 includes 47,000 square-feet of retail space within the resort complex.

PARKING AND INTERNAL CIRCULATION

Parking would be provided via the existing seven-story parking structure, which includes 2,407 spaces. Approximately 1,365 parking spaces would be provided in an expanded seven-story parking structure located immediately east of the existing parking structure.

WATER SUPPLY

Water supply for Sub-Alternative A-1 would be provided by constructing two on-site wells (one for production and the second as backup) and the development of a water treatment facility. Average daily water demand under Sub-Alternative A-1 is estimated to be 402,000 gpd and maximum daily-demand is estimated to be 552,000 gpd. Peak Hour Demand for potable water is estimated to be 915,000 gallons. The on-site wells would be deep enough to access the water bearing zone of the Biscayne Aquifer which is approximately 100 to 200 feet below ground surface in Broward County. The on-site wells would be located west of the hotel tower on Tract B. The water treatment facility would be located on Tract B south of the resort/spa facility (See **Figure 2-2**).

WASTEWATER TREATMENT AND DISPOSAL

Wastewater collection and treatment under Sub-Alternative A-1 would be provided by construction of an on-site WWTP facility. Average day wastewater flow under Sub-Alternative A-1 would be 354,000 gpd. Peak daily flow is estimated to be 708,000 gpd. Wastewater would be treated on-site using a membrane bioreactor treatment process (MBR) that provides an advanced (also known as tertiary) level of wastewater treatment. For the STOF Fee-to-Trust project, the MBR process is preferable to traditional wastewater treatment options because it occupies less space and can be sited in close proximity to other uses. The MBR process includes screening of biosolids, ultraviolet disinfection, and chlorine disinfection of wastewater. Treated wastewater would be available for use as reclaimed water for on-site reuse. For the range of recycled water uses considered for this project, the wastewater treatment plant would produce disinfected advanced (tertiary) treated reclaimed water in accordance with Chapter 62-610 of the Florida Administrative Code. If on-site treatment is selected, excess treated wastewater not needed as reclaimed would be injected into a well. A wastewater injection well would need to be approximately 2,500 feet deep in order to avoid contaminating the shallower Biscayne Aquifer that provides potable water to the area. Deep well injection of treated wastewater would fall under the Class 1 well category, which is for injection into deep, isolated rock formations that are thousands of feet below the lower most source of drinking water. Injection wells are the most common form of effluent disposal in Florida. The injection well would comply with United States Environmental Protection Agency (USEPA) Underground Injection Control Program design and operational standards. The wastewater treatment plant and injection wells would be located on Tract B south of the resort/spa facility (See **Figure 2-2**). The wastewater treatment facility and injection wells would be developed, operated, and eventually retired under permits issued by the USEPA, Region 4. Additional information regarding on-site wastewater treatment and deep well injection is provided in the attached Water/Wastewater study (**Appendix C, Sections 3.3 – 3.6**).

SITE DRAINAGE AND DETENTIONS

The stormwater retention ponds would be redeveloped similarly to that as discussed in **Section 2.2.3** under Alternative A. The drainage scheme would be similar to Alternative A; however the onsite retention ponds would be sized accordingly and underground stormwater attenuation vaults would be built under the parking garage to reduce off-site stormwater runoff rates to current conditions (**Appendix B**).

UTILITIES

STOF would obtain electric, gas, and telephone service from private service providers. STOF would connect to and pay appropriate fees for each of these services.

PUBLIC HEALTH AND SAFETY

As with Alternative A, the existing Tribal Ordinance covering public health and safety would be updated to include development on the project site. STOF shall additionally comply with U.S. Department of Labor Occupational Safety and Health Administration (OSHA) regulations regarding the storage, use, and handling of toxic and flammable substances, including those materials used within the on-site WWTP.

Law Enforcement

The Seminole Police Department, as a recognized and accredited Tribal police force, would have primary responsibility for maintaining order and safety on trust land and within the structures of the Proposed Project. Without an agreement with the City of Coconut Creek Police Department, STOF would be solely responsible for providing police services on the project site.

Fire and Emergency Medical Services

Under Sub-Alternative A-1, absent zoning and site plan approvals, permits and other binding agreements with the City of Coconut Creek, STOF would provide on-site fire and emergency medical service through the creation and operation of an on-site Tribal Fire Station, appropriately staffed and equip to handle services on the project site. STOF would construct a new fire station that would meet the reasonable requirements of the City, with STOF Fire Department responsible for staffing and maintaining the fire station. The on-site fire station would be owned and operated by STOF. The STOF Fire Department would additionally provide first responder services to all calls for emergency medical service that originate on the project site.

ACCESS IMPROVEMENTS

Project site access improvements would be constructed to facilitate traffic to and from the resort. Two access driveways are proposed to connect the parking structure to NW 54th Avenue and SR-7/US-441 (**Figure 2-2**).

2.3 ALTERNATIVE B - REDUCED INTENSITY ALTERNATIVE

2.3.1 DISCRETIONARY ACTIONS

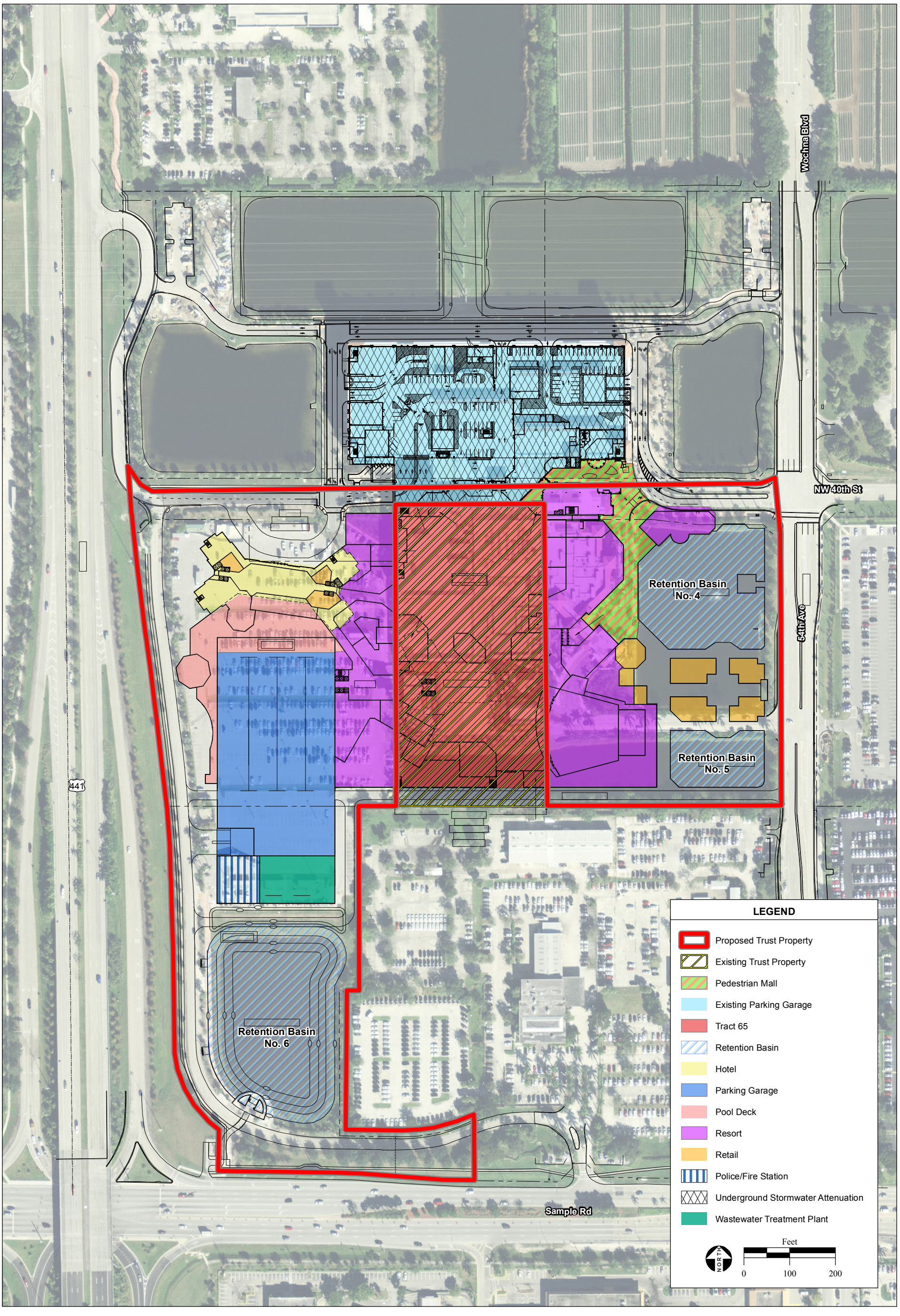
The same federal discretionary approvals would be required for Alternative B as for Alternative A. Refer to **Section 2.2.1** under Alternative A above for details. The fee-to-trust acreage within Alternative B would include 25-acres within Tracts C, D, I, and a portion of Tract B. Alternative B recognizes that the existing IGAs between the City and STOF are currently in place and legally binding.

2.3.2 ALTERNATIVE B COMPONENTS

Alternative B differs from Alternative A in that the hotel tower would be reduced to a ten-story, 500-room tower, and expanded parking would be provided within a smaller parking structure on the southwest corner of the project site. All facilities would be developed in compliance with the IBC and existing Tribal building codes. **Table 2-4** details the uses and square footages for the components of Alternative B. **Figure 2-3** shows the site plan for Alternative B.

HOTEL AND RETAIL COMPONENTS

The reduced size hotel tower would be in the same location as proposed under Alternative A; however, the reduction in the number of rooms would require only ten-stories of development. The retail components of Alternative B would increase in square footage, consisting of approximately 50,000 square feet of retail.



SOURCE: Friedmutter Group, 6/2010; City of Coconut Creek aerial photograph, 2012; AES, 2012

Figure 2-3

Alternative B - Reduced Intensity Project

TABLE 2-4
PROJECT COMPONENTS AND APPROXIMATE SQUARE FOOTAGES – ALTERNATIVE B

Project Component	~Area / Units
Hotel	500 rooms
Hotel Lobby	11,000 sf.
Restaurants	40,600 sf.
Back-of-House	37,500 sf.
Circulation	19,600 sf.
Spa	20,000 sf.
Club/ Lounge	14,462 sf.
Conference Facility	78,300 sf.
Showroom Facility	31,300 sf. / 2,500 seats
Restrooms	5,000 sf.
Retail	50,000 sf.
Water / Wastewater Treatment Plant	17,200 sf.
Fire / Police Station	9,800 sf.
Parking Structure (6 level)	2,425 spaces
Source: Friedmutter Group, 2010	

The construction of Alternative B would provide approximately 2,500 temporary jobs and Alternative B operations would provide approximately 893 full time equivalent (FTE) jobs on an ongoing basis. Alternative B is anticipated to result in an increase of approximately 1,300 patrons per day.

PARKING

The parking structure, containing approximately 2,425 spaces, would be developed immediately to the west of the resort in Tracts C and B. This multi-level structure would connect directly to the hotel tower.

WATER SUPPLY

Water supply would be similar to the one described above for Sub-Alternative A-1; STOF would develop groundwater wells and water treatment facility on-site. Peak demand for Alternative B is estimated to be 259,000 gpd and maximum day-demand would be an estimated 355,000 gpd. Peak hour demand would be approximately 588,000 gallons.

WASTEWATER TREATMENT AND DISPOSAL

As described under Sub-Alternative A-1, STOF would construct an on-site wastewater treatment plant with connections to the internal wastewater collection system. Operation of Alternative B is expected to generate an average of 217,000 gpd of wastewater with a peak generation rate of 434,000 gpd (**Appendix C**). The wastewater disposal system for Alternative B would be similar to that described above for Sub-Alternative A-1.

SITE DRAINAGE AND DETENTIONS

The stormwater retention system would be similar to that described above for Sub-Alternative A-1. Alternative B on-site drainage and attenuation systems and retention ponds would be sized accordingly to reduce off-site stormwater runoff rates to pre-existing conditions (**Appendix B**).

UTILITIES

Under Alternative B, STOF would obtain electric, gas, and telephone service from private service providers, similar to those described under Alternative A.

PUBLIC HEALTH AND SAFETY

As with Alternative A, the existing Tribal Ordinance covering public health and safety would be updated to include Alternative B development on the project site.

Law Enforcement

Similar to Sub-Alternative A-1, STOF police would have primary responsibility for maintaining order and safety on trust land.

Fire and Emergency Medical Services

Because Alternative B assumes that STOF would be unable to obtain zoning and site plan approvals, permits and other agreements regarding the development of the project site or that these approvals and agreements are overturned, the Tribe would need to provide its own on-site fire and emergency medical services. As discussed above under Sub-Alternative A-1, STOF would construct a new fire station and the STOF Fire Department would be responsible for staffing and maintaining this facility if Alternative B were selected. The STOF Fire Department would also provide first responder services to all calls for emergency medical service that originate on the project site. As with Alternative A and Sub-Alternative A-1, a redundant water supply for emergency fire protection would be provided on-site.

STOF would contract with private emergency medical service providers for services and transport from the project site.

ACCESS IMPROVEMENTS

Access improvements would be constructed at the Project Site to facilitate traffic to and from the resort.

2.4 ALTERNATIVE C – NO ACTION BY FEDERAL GOVERNMENT

Under the No Action by the Federal Government Alternative (Alternative C), the BIA would not approve a trust acquisition. For the purposes of this environmental analysis, two potential scenarios could then occur. Under the first scenario, STOF would continue with plans to develop the project site in compliance with the current Seminole PMDD plan. This assumes that the Tribe can obtain all necessary permits and approvals from the City to construct the resort. The project components and environmental

effects of the development of the PMDD plans (Alternative C – No Action by the Federal Government) would be similar in size and scope as those evaluated under Alternative A.

Under a second scenario, if STOF is unable to obtain zoning and site plan approvals, permits and other agreements, or if they are overturned, the project site would not be developed and would remain in its current condition. This possibility is described within the EIS as Sub-Alternative C-1 -No Coconut Creek Approvals and Agreements.

2.5 ALTERNATIVES ELIMINATED FROM CONSIDERATION

NEPA Section 1502.14(a) requires a discussion of alternatives that were eliminated from further study, and the reasons for them being eliminated. The following alternatives were considered and rejected from further review because they would not meet the project Purpose and Need. As described in detail in **Section 1.0**, the primary purpose of the Proposed Project is to strengthen the socioeconomic position of STOF by augmenting revenues and provide capital for other economic and social opportunities. STOF seeks to diversify its holdings over time, so that it is no longer dependent upon the Federal or State governments or even upon gaming to survive and prosper. The following alternatives are not feasible due to economic or environmental constraints, and would not significantly reduce impacts to the environment compared with the Proposed Project.

2.5.1 NON-GAMING RELATED DEVELOPMENT

OUTDOOR RECREATION

Given the size of the project area and its location in a warm weather climate, STOF considered developing outdoor recreation uses such as a water park or another type of amusement park on the Coconut Creek site. While this type of development could be successful in the location, use of the facility would fluctuate greatly over time (there would be high peak usage during weekends, holidays, and vacations and low usage during weekdays) and probably be limited to daylight hours. Overall, this type of development would not generate the same level of revenue as a hotel/resort, and retail development. An outdoor recreation facility would also not substantially increase the number of visitors to the adjacent casino or increase revenues from visitors to the casino. Developing the Coconut Creek site for outdoor recreation was considered and rejected from further consideration because it would not fully realize the economic potential of the site and would not complement the existing, adjacent Coconut Creek Casino.

MIXED USE RETAIL/COMMERCIAL

The general area surrounding the SR-7/Sample Road intersection is currently developed for mixed use retail and commercial activities. Developing a retail core or mixed retail/commercial district on the Coconut Creek site could be economically viable. While this would diversify STOF business activities, it may not strengthen the economic position of the STOF due to the potential duplication of the planned retail development at the Johns Family Trust Property immediately east of the project site. A retail/commercial development would also not improve the efficiency of the existing Coconut Creek Casino. The development of an expanded retail/commercial center was considered and rejected from further consideration because it could not guarantee an economic benefit due to potential surrounding competition and it would not complement the existing, adjacent STOF business.

OFF SITE LOCATION

STOF currently owns a number of fee properties in Broward County. Developing the hotel/spa at one these locations was rejected because it would not meet the purpose and need for the action or project. Bringing an off-site property into federal trust would not consolidate Tribal holdings under one jurisdiction, nor would constructing the hotel/spa at an off-site location improve the efficiency of the existing Coconut Creek Casino. Purchasing a new site in the immediate vicinity of the existing Coconut Creek Casino would require STOF to incur additional, unnecessarily costs and still not allow the STOF to take advantage of proximity to the existing Coconut Creek Casino.

2.5.2 GAMING RELATED DEVELOPMENT

EXPANDED GAMING ON PROJECT SITE

Expanding gaming beyond the existing federal trust property (Tract 65) was considered but rejected. This proposal would likely increase public opposition to the project and reduces the likelihood of the property being brought into federal trust. Additionally, under the terms of Section 3.2 of the 1999 Municipal Service Provider Agreement between STOF and the City, if new lands are brought into trust for gaming purposes, STOF would be required to pay an annual fee to the City for each square foot of new gaming facility. Developing the project site for expanded gaming was rejected because of the potential controversy, as well as the expense.

EXPANDED GAMING OFF THE PROJECT SITE

STOF currently operates a number of gaming facilities in the vicinity of the project site, in addition to the Coconut Creek Casino located adjacent to the project site. STOF could expand these existing off-site facilities in an attempt to expand the gaming market and/or capture a larger share of the current market. STOF could also purchase additional property in the vicinity of its existing holdings in the City of Coconut Creek, transfer this property into federal trust, and expand gaming onto these newly acquired parcels.

Expanding gaming off the project site was rejected from further consideration because it would not increase the financial performance of current STOF holdings or develop the Coconut Creek site for productive purposes. This alternative would, therefore, not improve the economic position of STOF and would not meet the purpose of the project. Purchasing new land on which to expand gaming would require an unnecessary expenditure of financial resources to buy additional property when STOF currently owns the 45- acre Coconut Creek site.

2.6 COMPARISON OF ALTERNATIVES

CEQ regulations (40 C.F.R. § 1502.14) state that an EIS should present the potential environmental impacts of proposed alternatives in a comparative form, thus sharply defining the issues and providing a clear basis for choice among options by the decision maker and the public. Alternatives considered must include those that offer substantial environmental advantages over the Proposed Project and which may be feasibly accomplished in a successful manner considering economic, environmental, social, technological, and legal factors.

2.6.1 SUMMARY OF ALTERNATIVES

Alternative A, Sub-Alternative A-1, and Alternative B are similar in that each would bring existing STOF fee lands into Federal trust and develop a mixed-use resort. Differences between these alternatives include the following:

- Alternative A, would consist of a planned development incorporating hotel amenities, retail facilities, a 2,500 seat showroom, restaurants, and an expanded 1,365 space parking structure located on a 45-acre fee-to-trust parcel. Water and wastewater services would be provided by the City of Coconut Creek.
- If any of the existing zoning, site plan approvals, and permits by the City are not in effect, the project site would still be transferred into a Federal trust and developed for the same purposes. Sub-Alternative A-1 is substantially similar to Alternative A; however, it includes the development of an on-site water treatment plant, as well as a Tribal Fire/Police station.
- Alternative B is the Reduced Intensity Alternative, wherein the intensity of uses and overall footprint would be reduced. The fee-to-trust acquisition would be reduced in acreage to approximately 25-acres. An additional difference is that the hotel proposed under Alternative B would be 10-stories tall with 500 rooms instead of 20-stories tall with 1,000 rooms. As a result, revenue generated by this alternative would be reduced, thereby reducing the number of programs and services the Tribal Government could offer Tribal members and neighboring communities.

Under the No Federal Action Alternative (Alternative C and Sub-Alternative C-1), the project site would not be placed into Federal trust. Under Alternative C, STOF would seek to develop the project site as described in the MainStreet Master Plan. The project design and environmental effects of Alternative C would be similar to those described above for Alternative A. Under Sub-Alternative C-1, the project site would remain in its current condition and no development would occur.

2.6.2 COMPARISON OF ENVIRONMENTAL CONSEQUENCES

In accordance with the CEQ Regulations, the alternatives considered in this document include those which could accomplish most of the basic objectives of the project, and could avoid or substantially lessen one or more of the significant effects of the project. A detailed description of each of the proposed alternatives, including the No Action by the Federal Government alternative, is provided above. To facilitate a comparison of the environmental consequences of each alternative, the following summary comparison of environmental effects is provided below.

As discussed in more detail in **Chapter 4.0** of this EIS, the environmental effects associated with Alternative A that would result from increased employment and economic growth would include an increase in demand for goods, services, and public utilities. Additionally, project-related traffic associated with Alternative A would generate an increase in traffic volumes and congestion that may increase air emissions and noise effects, both during construction and operation. Implementation of mitigation measures identified in **Section 5.0** would reduce these potential adverse effects. Of the alternatives evaluated within this EIS, Alternative A would best meet the purpose and need in promoting the long-term vitality and self-governance of STOF as the resort facility would provide STOF with the best opportunity for securing a long-term sustainable revenue stream and diversifying its economic base.

Developing the project site without the zoning and site plan approvals, permits and other agreements with the City of Coconut Creek would result in additional environmental impacts and would not be a preferable option compared with Alternative A. Although the resort facilities would generally be the same, the on-site water and wastewater facilities would duplicate the existing City facilities that have capacity to service the proposed resort development. Providing on-site fire protection would also be an inefficient use of resources.

The main difference between Alternative B and the proposed project is that Alternative B provides fewer hotel rooms (500) compared with Alternative A (1,000). Reducing the size of the hotel would mean fewer construction jobs (approximately 2,500) compared with Alternative A (3,500). Permanent full time equivalent job positions would be 893, versus 1,294 under Alternative A. Alternative B would result in less income for area workers. Selecting Alternative B would reduce project revenue and the ability of STOF to fund programs and services that the Tribal Government could offer Tribal members and neighboring communities. Alternative B would not have a substantially smaller footprint compared with Alternative A and would not result in a major reduction in impacts to the natural environment. The Reduced Intensity Alternative would, however, generate less traffic during both construction and operation and this would reduce off-site traffic effects.

The No Action by the Federal Government alternative (Alternative C) would leave the property in fee status, but not preclude development of the resort facility as designed under Alternative A. Under Alternative C, STOF would not consolidate its holdings under one administrative jurisdiction (federal trust), and STOF would continue to manage its property under mixed federal, state, and local jurisdictions. The No Action by the Federal Government alternative would result in less tribal sovereignty compared with Alternatives A and B.

The No Action by the Federal Government and No Coconut Creek Approvals and Agreements alternative (Sub-Alternative C-1) would avoid all environmental effects associated with the development of Alternatives A, B, and C and thus would have substantially fewer environmental effects. However, this alternative would not meet the purpose and need for the Proposed Action. Under this scenario, the site would remain undeveloped for the foreseeable future and would, therefore, have fewer identifiable environmental impacts.

2.7 SELECTION OF ALTERNATIVE A – PROPOSED PROJECT

Consistent with the BIA NEPA Handbook, the Department of the Interior Departmental Manual (515 DM 4), the CEQ NEPA Regulations (40 C.F.R. § 1502.14), and the CEQ NEPA Forty Most Asked Questions guidance document (46 Fed. Reg. 18026 (1981)), the BIA considers the ability of an alternative to meet the purpose and need of the Proposed Action and the overall impact on the environment when selecting a Preferred Alternative. In this case, the Proposed Project (Alternative A) would best meet the BIA's purpose and need for the Proposed Action of consolidating the Tribe's land holdings and strengthening the socioeconomic status of STOF. Development of the Proposed Project would meet the purpose and need to a greater degree than the other development alternatives, because such other alternatives do not utilize the existing agreements between STOF and local governments and agencies, and because such other alternatives would result in less revenues during operation. The No Action Alternative (Alternative C and Sub-Alternative C-1) would not consolidate Tribal land holdings.

Revenue and employment opportunities generated by Alternative A would allow STOF to increase its self-reliance, provide employment opportunities for tribal members, and strengthen the tribal government. Further, Alternative A incorporates service agreement with the City of Coconut Creek, which offset potential environmental impacts. Thus, Alternative A is judged by the BIA to best meet the purpose and need while minimizing impacts on the human environment through the implementation of mitigation measures. Therefore, the BIA has selected the Proposed Project (Alternative A) as the Preferred Alternative.