1. CALL TO ORDER – Chairman Moyle

2. ROLL CALL
   Chairman Rich Moyle
   Vice Chair Lorenzo Wood
   Supervisor Samson Borgelin
   Supervisor Mario Bustamante
   Supervisor Ana M. Ziade
   Administrator George Krawczyk
   District Attorney Samuel S. Goren
   District Clerk Patricia Vancheri

3. APPROVAL OF MINUTES
   a. January 29, 2019
   b. March 12, 2019

4. NEW BUSINESS
   • [The Act: HB 1561]
     “WATER A COMMON ENEMY”
   • Interlocal Agreement between Water Control District and City of NL
   a. Discussion and possible motion regarding hiring an independent Director for the Water Control District (Chair Moyle) Section 16, Line 519 to 528
   b. Discussion and possible motion to contract with a firm to schedule inspections and the cleaning of culverts (Chair Moyle) Section 3, Line 154 to 185
   c. Discussion and possible motion to create a Water Control District Seal (Chair Moyle) Section 3, Line 155
   d. Discussion regarding research on funding options and denominations of funding for canal and waterway dredging, bridges, repairs and maintenance (Chair Moyle) Section 3, Line 161 to 174 and 180 to 189
e. **RESOLUTION - Designation of the City Clerk as Secretary of the Water Control District** (Chair Moyle) Section 5, Lines 238 to 241

A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, FLORIDA DESIGNATING THE CITY CLERK AS SECRETARY FOR THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

f. **RESOLUTION - Designation of the Finance Director as Treasurer of the District** (Chair Moyle) Section 7 (2), Lines 270 to 275

A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, FLORIDA DESIGNATING THE CITY FINANCE DIRECTOR AS TREASURER FOR THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

g. Discussion of storm water fees for commercial properties (Chair Moyle)

h. Discussion on naming of canal system (Chair Moyle)

i. **RESOLUTION – Approving Funding for the Stormwater Master Plan**

A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, FLORIDA AUTHORIZING FUNDING TOWARD THE STORMWATER MASTER PLAN IN AN AMOUNT NOT TO EXCEED $99,330 THROUGH A CONTRACT EXECUTED BY THE CITY OF NORTH LAUDERDALE WITH CRAVEN THOMPSON AND ASSOCIATES, INC; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

5. GENERAL DISCUSSION

6. ADJOURNMENT
The North Lauderdale Water Control District met at the Municipal Complex on Tuesday, January 29, 2019.

1. **CALL TO ORDER** – Chairman Moyle called the meeting to order at 8:51 p.m.

2. **ROLL CALL** – Clerk called roll. All present.
   - Chairman Rich Moyle
   - Supervisor Samson Borgelin
   - Supervisor Mario Bustamante
   - Supervisor Lorenzo Wood
   - Supervisor Ana M. Ziade
   - Administrator George Krawczyk
   - City Attorney Samuel S. Goren
   - City Clerk Patricia Vancheri

3. **APPROVAL OF MINUTES**
   a. **September 12, 2018** – Supervisor Wood moved to approve the Minutes as submitted. Seconded by Supervisor Borgelin. Minutes approved unanimously by voice vote.

4. **ELECTION OF VICE CHAIRMAN & SECRETARY**
   - Call from Chair for Board Member nominations – Supervisor Wood nominated himself as Vice-Chair. Chair Moyle seconded the motion. There were no other nominations for Vice Chair and no objections. Vice Chair Wood nominated Supervisor Bustamante for Secretary position. Seconded by Supervisor Ziade. There were no other nominations for Secretary and nominations were approved unanimously by voice vote.

5. **GENERAL DISCUSSION**

**Chair Moyle**

Commented that an Ordinance is needed to advise residents that if they have a tree on the canal bank that falls into the canal, it would be their responsibility for removing it whether it is due to a hurricane or their property giving out. He said the [Water Control District] should not have to spend so much money on tree removal because these trees should not be on the canal banks.
City Attorney Goren interjected that as a Water Control District they cannot adopt legislation, but can, by motion, request that the Water Control District make a recommendation to the City Commission to consider an ordinance to legally burden the abutting owner who has trees in the canal to remove those trees or be cited with a violation. Chair Moyle said only if the tree falls in the canal, otherwise it is up to the property owner to keep the trees trimmed.

**Vice Chair Wood made a motion to request that the City Commission draft an Ordinance requiring homeowners to be responsible for the removal of trees that have fallen into the canal if they were planted on the canal bank. Supervisor Ziade seconded the motion. Motion passed unanimously by voice vote.**

Also, Chair Moyle stated that we need to do something about the depth of our canals because the water is not moving out. He said in the past a study was done to determine the cost of dredging and making the canals deeper to get to the C-14 and that the culverts have not been cleaned in years. Chair Moyle commented that we are facing a rain event at any time that can flood our streets and end up under water. Also, the C-14 is a factor in that it is not draining properly because of the water rising along the coast. Chair Moyle asked permission of the City Manager to accompany George, the Public Works Director, to talk to the South Florida Water Management District about dredging the C-14 and making it deeper so we don’t have these issues anymore. He suggested obtaining a bond for this. Commissioner Borgelin asked if dredging would help. City Manager Bhatty replied that right now the base of the canals keep rising which lessens the amount of water that can push into the C-14 to be pushed out into the ocean and by dredging to make it deeper it will increase the volume of water than can be absorbed. She also commented that there is some CDBG funds that can be used to pay for the study and some applications have been submitted for appropriation funding. She said first, the dredging of our canals must be done but it is a costly venture, and securing a bond has been considered and this will be brought up during the strategic planning workshop. City Manager asked if we have a maintenance plan for the culverts and Mr. Krawczyk replied that we have to hire a dive team to inspect the culverts and they are obtaining quotes. Also, City Manager commented that they have considered raising the road near Commissioner Moyle’s canal. Chair Moyle also commented that we entered into an agreement with other cities, Coral Springs, Tamarac, Margate and Coconut Creek to deal with bacteria, so perhaps we could ask those cities to help us as well to work with the South Florida Water Management District to get something done with the C-14 to push water. City Manager agreed to have them talk to the SFWMD. Vice Chair Wood concurred with the comments and said we should have a maintenance plan for the culverts as we do not want water backing up into our homes, and the communication to the residents is important as we workshop this issue with other cities or consider a bond. Supervisor Ziade suggested having a separate workshop on this issue sooner than later. City Manager Bhatty said they will work on a comprehensive presentation for options for a workshop. Chair Moyle said to gather the information and schedule a workshop when ready.

6. **ADJOURNMENT** – There being no further business, the meeting adjourned at 9:17 p.m.

Respectfully submitted,

Patricia Vancheri, City Clerk
NORTH LAUDERDALE WATER CONTROL DISTRICT
BOARD OF SUPERVISORS MEETING

MINUTES
TUESDAY, MARCH 12, 2019

The North Lauderdale Water Control District met at the Municipal Complex immediately following the regular City Commission meeting on Tuesday, March 12, 2019.

1. CALL TO ORDER – Chairman Moyle called the meeting to order at 8:50 p.m.

2. ROLL CALL – Clerk called roll. All present
   Chairman Rich Moyle
   Vice Chair Lorenzo Wood
   Supervisor Samson Borgelin
   Supervisor Mario Bustamante
   Supervisor Ana M. Ziade
   Administrator George Krawczyk
   District Attorney Samuel S. Goren
   District Clerk Patricia Vancheri

At this time, Vice Chair Wood moved to postpone this meeting of the North Lauderdale Water Control District to a time certain to allow time to further review the special Act governing the Water Control District which is House Bill 1561 which was not included in the Agenda backup. Supervisor Borgelin seconded the motion. Chairman Moyle commented that since the hour is late and more time would be needed to review and discuss the items, he would like the meeting to be scheduled separately from a City Commission meeting. Dates were suggested. Supervisor Ziade made a motion to set the meeting for Monday, March 25, 2019 at 10:00 a.m. Seconded by Vice Chair Wood. All in favor by voice vote.

This meeting adjourned at 8:57 p.m.

3. APPROVAL OF MINUTES
   a. January 29, 2019

4. NEW BUSINESS
   a. The Act: HB 1561
      “WATER A COMMON ENEMY”
      a. Discussion and possible motion regarding hiring an independent Director for the Water Control District (Chair Moyle) Section 16, Line 519 to 528
      b. Discussion and possible motion to contract with a firm to schedule inspections and the cleaning of culverts (Chair Moyle) Section 3, Line 154 to 185
c. Discussion and possible motion to create a Water Control District Seal (Chair Moyle) Section 3, Line 155

d. Discussion regarding research on funding options and denominations of funding for canal and waterway dredging, bridges, repairs and maintenance (Chair Moyle) Section 3, Line 161 to 174 and 180 to 189

e. RESOLUTION - Designation of the City Clerk as Secretary of the Water Control District (Chair Moyle) Section 5, Lines 238 to 241

   A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, FLORIDA DESIGNATING THE CITY CLERK AS SECRETARY FOR THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

f. RESOLUTION - Designation of the Finance Director as Treasurer of the District (Chair Moyle) Section 7 (2), Lines 270 to 275

   A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, FLORIDA DESIGNATING THE CITY FINANCE DIRECTOR AS TREASURER FOR THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

g. Discussion of storm water fees for commercial properties (Chair Moyle)

h. Discussion on naming of canal system (Chair Moyle)

i. RESOLUTION – Approving Funding for the Stormwater Master Plan

   A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, FLORIDA AUTHORIZING FUNDING TOWARD THE STORMWATER MASTER PLAN IN AN AMOUNT NOT TO EXCEED $99,330 THROUGH A CONTRACT EXCUTED BY THE CITY OF NORTH LAUDERDALE WITH CRAVEN THOMPSON AND ASSOCIATES, INC; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

5. GENERAL DISCUSSION

6. ADJOURNMENT – This meeting was postponed; rescheduled by unanimous motion to March 25 at 10:00 am and adjourned at 8:57pm

Respectfully submitted,
Patricia Vancheri, MMC, City Clerk
A bill to be entitled
An act relating to the North Lauderdale Water Control
District, Broward County; codifying, amending, reenacting,
and repealing the district's special acts; providing that
the district may borrow money at a rate not exceeding that
which is provided by law; providing for the members of the
board of supervisors to be known as the city commission of
the City of North Lauderdale; amending the meeting notice
requirements and clarifying that meetings be held at a
public place; providing that the interest rates on tax
anticipation notes issued by the board shall not exceed the
maximum rate allowed by law; providing for the use of non-
ad valorem assessments; providing for severability;
repealing chapters 63-661, 82-273, 85-385, 94-428, and 97-
370, Laws of Florida providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Pursuant to section 189.429, Florida Statutes,
this act constitutes a codification of all special acts relating
to the dependent special district known as the North Lauderdale
Water Control District. It is the intent of the Legislature in
enacting this law to provide a single, comprehensive special act
charter for the district, including all current legislative
authority granted to the district by its several legislative
enactments and any additional authority granted by this act.
Section 2. Chapters 63-661, 82-273, 85-385, 94-428, and 97-370, Laws of Florida, are codified, reenacted, amended, and repealed as provided herein.

Section 3. The charter for the North Lauderdale Water Control District is re-created and reenacted to read:

Section 1. DISTRICT CREATED AND BOUNDARIES THEREOF.--That for the purpose of reclaiming, draining, and conserving the lands hereinafter described, and protecting said lands from the effects of water, by means of the construction and maintenance of canals, ditches, levees, dikes, pumping plants, and other drainage works and improvements, and for the purpose of making the lands within said district available and habitable for settlement and agriculture and for the public convenience, welfare, utility, and benefit, and for the other purposes stated in the act, a Drainage District is hereby established in Broward County, to be known as North Lauderdale Water Control District, a drainage district, the territorial boundaries of which are to-wit:

Commencing at the Southeast corner of Section One (1), Township 49 South, Range 41 East; thence Westerly along a course S 89°57'49"W a distance of 5,281.80 feet to a point; thence Westerly along a course S 89°59'17"W a distance of 5,274.63 feet to a point; thence Southerly along a course S 01°02'05"E a distance of 5,282.97 feet to a point; thence Westerly along a course S 89°56'50"W a distance of 5,278.94 feet to a point; thence Westerly along a course S 89°58'54"W a distance of 5,280.40 feet to a point; thence Northly along a course N 01°02'22"W a distance of 5,278.38 feet to a concrete monument set in

CODING: Words struck are deletions; words underlined are additions.
ground; thence Northly along a course N 1°11′21″W a
distance of 7,678.68 feet to a point; thence Easterly
along South Right-of-way Line of Pompano Canal a
distance of 11,650 plus or minus feet to a point; thence
Southerly along a course S 0°44′12″E a distance of
596.88 feet to a concrete monument set in ground; thence
Easterly along a course S 89°44′25″E a distance of
1,543.24 feet to a point; thence Southerly along a
course S 1°14′52″E a distance of 2,640.11 feet to a
point; thence Easterly along a course S 89°45′09″E a
distance of 1,319.15 feet to a point; thence Northly
along a course N 1°15′11″W a distance of 2,639.83 feet
to a point; thence Easterly along a course S 89°44′25″E
a distance of 1,318.92 feet to a concrete monument set
in ground; thence Southerly along a course S 1°15′29″E a
distance of 2,275.74 feet to a point; thence Easterly
along a course S 89°56′37″E a distance of 2,639 feet to
a point; thence Southerly along a course S 1°16′53″E a
distance of 660.12 feet to a point; thence Easterly
along a course S 89°56′34″E a distance of 2,639.27 feet
to a point; thence Southerly along a course S 1°18′17″E
a distance of 1,831.83 feet to a point; thence Westerly
along a course S 89°57′49″W a distance of 333.08 feet to
a point; thence Northly along a course N 1°18′17″W a
distance of 842.26 feet to a point; thence Westerly
along a course N 89°56′31″W a distance of 1,545.98 feet
to a point; thence Southerly along a course S 0°02′11″E
a distance of 844.47 feet to a point; thence Easterly
along a course N 89°57′49″E a distance of 1,897.70 feet
to a point; thence Southerly along a course S 1°18′17″E
a distance of 2,415.59 feet to a point or place of
beginning.

AND ALSO

All that part of the Northwest One-quarter (NW 1/4) of
Tract Four (4) of FORT LAUDERDALE TRUCK FARMS
SUBDIVISION of Section Eleven (11), Township 49 South,
Range 41 East, according to the Plat thereof, recorded
in Plat Book 4, at Page 31, of the Public Records of
Broward County, Florida, less Rights-of-way of record
and being more particularly described as follows:

Commencing at the Northwest corner of said Section
Eleven (11), Township 49 South, Range 41 East; thence
along a course S 89°02′17″ E, along the North Line of
said Section 11, a distance of 25.0 feet; thence along a
course S 0°03′16″E, parallel with and 25.0 feet East of,
as measured at right angles, to the west Line of Section
11, a distance of 53.01 feet to the Point of Beginning
of this Description; thence continuing along a course of
S 0°03′16″E, a distance of 616.15 feet; thence along a
course of S 89°03′25″E, a distance of 645.64 feet;
thence along a course of N 0°05′16″W, a distance of
615.94 feet to an intersection with the South Right-of-
way Line of McNab Road; thence along a course of N
89°02'17"W, parallel with and 53.0 feet South of, as measured at right angles, to the North Line of Section 11, a distance of 645.29 feet to the Point of Beginning.

All of the above aforementioned property located in Townships 48 and 49 South, Range 41 East, Broward County, Florida. Less and except therefrom the following described property: The West 3020.54 feet of that part of Section 34, Township 48 South, Range 41 East, lying South of the Pompano Canal; all of Section 33, Township 48 South, Range 41 East lying South of the Pompano Canal; all of that Part of Section 32, Township 48 South, Range 41 East lying South of the Pompano Canal and East of the Northerly extension of the West boundary of Section 4, Township 49 South, Range 41 East; all of Section 4 and 9, Township 49 South, Range 41 East;

Tracts 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 18, 19 and 20 of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 3, Township 49 South, Range 41 East, according to the plat thereof recorded in Plat Book 4 at page 31 of the public records of Broward County, Florida;

Tracts 3, 4, 5, 6, 10, 11, 12, 13, 14, 15 and 16 of aforesaid FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 2, Township 49 south, range 41 East.

It is the intent of the above described legal description to include all of the above described properties located in townships 48 and 49 South, Range 41 East, Broward County, Florida, within
the boundaries of the North Lauderdale Water Control District as
established by the Legislature.

Section 2. PROVISIONS OF CHAPTER 298, FLORIDA STATUTES, MADE
APPLICABLE.--A public corporation and a political subdivision of
the state is hereby created under the name and style of "North
Lauderdale Water Control District." The provisions of the General
Drainage Laws of Florida applicable to Drainage Districts which
are embodied in chapter 298, Florida Statutes, and all the laws
amendatory thereof, now existing or hereinafter enacted so far as
not inconsistent with this act, are hereby declared to be
applicable to said North Lauderdale Water Control District. Said
North Lauderdale Water Control District shall have all the powers
and authorities mentioned in or conferred by said chapter 298,
Florida Statutes, and acts amendatory thereof, except as herein
otherwise provided.

Section 3. POWERS OF THE DISTRICT.--Said District shall have
the power to sue and be sued by its name in any court of law or in
equity; to make contracts; to adopt and use a corporate seal and
to alter the same at pleasure; to acquire by purchase, gift, or
condemnation, real and personal property, either or both, within
or without the District, and to convey and dispose of such real
and personal property as may be necessary and convenient to carry
out the purposes, or any of the purposes, of this act and chapter
298, Florida Statutes; to construct, operate, and maintain canals,
ditches, drains, levees, dikes, and other works for drainage
purposes; to acquire, purchase, operate, and maintain pumps,
plants, and pumping systems for drainage purposes; to construct,
operate, and maintain irrigation works, machinery, and plants; to
construct, improve, pave, and maintain roadways and roads
necessary and convenient for the exercise of the powers or duties
or any of the powers or duties of said District or the Supervisors
thereof; to pump water into and out of canals, ditches, drains,
and other works of the District, or onto or from the lands in said
District, and to regulate and control the flow of water into and
out of said District; in maintaining and operating canals, drains,
levees, dikes, dams, locks, reservoirs, pumping stations, and,
water control structures, the Board of Supervisors, its agents,
and its employees, shall have the authority to enter at all
reasonable times upon the lands adjacent to any such drainage
works in order to transport and use men, equipment, machinery, and
materials necessary to properly maintain, preserve, and operate
such drainage works and in furtherance of the purposes and intent
of this act and chapter 298, Florida Statutes, to construct,
 improve, and pave roadways and roads necessary and convenient to
provide access to, and efficient development of, areas made
suitable and available for cultivation, settlement, and other
beneficial use and development as a result of the drainage and
reclamation operations of the District; to borrow money and issue
negotiable or other bonds of said District as hereinafter
provided; to borrow money from time to time, and issue negotiable
or other notes of said District therefor, bearing interest not
exceeding the rate prescribed by general or special law, in
anticipation of the collection of taxes, levies, and assessments
or revenues of said District and to pledge or hypothecate such
taxes, levies, assessments, and revenues to secure such bonds,
notes, or obligations, and to sell, discount, negotiate, and
dispose of the same; and to exercise all other powers necessary, convenient, or proper in connection with any of the powers or duties of said District stated in this act, or chapter 298, Florida Statutes. The powers and duties of said District shall be exercised by and through the Board of Supervisors thereof, which Board shall have the authority to employ engineers, attorneys, agents, employees, and representatives as the Board of Supervisors may from time to time determine, and to fix their compensation and duties.

Section 4. BOARD OF SUPERVISORS; ORGANIZATION; POWERS, DUTIES, AND TERMS OF OFFICE.—There is hereby created a Board of Supervisors of the North Lauderdale Water Control District which shall be the governing body of said District. The members of the Board of Supervisors of said District shall be composed of five members, who shall be the five sitting members of the City Commission of the City of North Lauderdale. The City Commission shall continue all of the duties, functions, and responsibilities under this act of the supervisors of the district after this act becomes law.

The term of office of each member of the board of supervisors shall be coincidental with that member's term of office as a member of the City Commission. The members shall assume full duties as a member of the board of supervisors once he or she takes the oath of office as a member of the City Commission.

(1) Terms of office for the board of supervisors shall be concurrent with the length of time the Commission member is in office.
(2) An annual meeting of the board of supervisors shall be held during the first week of June and otherwise in accordance with this act. At the annual meeting of the board of supervisors, the board shall elect, from its members, a Chair, and a Vice Chair, who shall serve in said positions until the next annual meeting or expiration of his or her term.

Section 5. MEETINGS OF BOARD OF SUPERVISORS.—The Board of Supervisors shall have the power to call special meetings at any time to receive reports or consider and act upon any matter. Notice of all meetings shall be given by the Board of Supervisors by causing publication thereof to be made once at least 5 days prior to such meeting in some newspaper published in Broward County, or by sending sufficient notice through the mail to each landowner. In cases of emergency as determined by a majority of the Board, this notice requirement may be waived. The meetings shall be held in some public place, and the place, day, and hour of holding such meeting shall be stated in the notice. The Chair of the Board of Supervisors shall preside at such meeting. The City Clerk of the City of North Lauderdale shall serve as Secretary of the Board of Supervisors and shall be the Secretary at the meeting. The Board of Supervisors of the North Lauderdale Water Control District shall meet not less than 4 times per year to conduct the business of the District as provided for in this act.

Section 6. COMPENSATION OF THE BOARD.—Each Supervisor shall serve without compensation, except that they shall be reimbursed for their travel expenses pursuant to section 112.061, Florida Statutes, as may be amended from time to time, for each mile.
Section 7. TAXES AND ASSESSMENTS; LEVIED AND APPORTIONED; AND THE COLLECTION THEREOF.--Taxes and non-ad valorem assessments shall be levied and apportioned as provided for by the General Drainage Laws of Florida (chapter 298, Florida Statutes, and amendments thereto) and the general or special laws of the state; except that the following provisions shall apply to said District:

(1) The Board of Supervisors shall determine, order, and levy the amount of the annual taxes or non-ad valorem assessments levied under chapter 298, Florida Statutes, which shall become due and be collected during each year at the same time that county taxes are due and collected, which said annual tax, assessment, and levy shall be evidenced to and certified by the said Board, not later than July 1 of each year, to the Tax Assessor of Broward County. Said tax or assessment shall be extended by the County Tax Assessor on the county tax roll and shall be collected by the Tax Collector in the same manner and time as county taxes, and the proceeds thereof paid to said District.

(2) The Board of Supervisors may in its discretion determine it is in the best interest of the District that the annual tax or assessment levies be collected by the Treasurer of the District and in such event he or she shall collect the tax or assessment in the same manner as the Tax Collector, and said Treasurer of the District shall be substituted for and perform all the duties and actions of the Tax Collector and have all the powers that are by this act vested in the Tax Collector. Said tax or assessment
shall be a lien until paid on the property on which assessed, and
enforceable in like manner as county taxes.

Section 8. MAINTENANCE TAX.--The provisions of section
298.54, Florida Statutes, and amendments thereto shall not be
applicable to said District. In lieu thereof, the following
provisions shall apply to said District. To maintain and preserve
the improvements made pursuant to this act and to repair and
restore the same, when needed, and for the purpose of defraying
the current expenses of the District, the Board of Supervisors,
may, upon completion of said improvements in whole or in part as
may be certified to the said Board by the Chief Engineer, levy
annually a tax upon each tract or parcel of land within the
district, to be known as a maintenance tax. Said maintenance tax
shall be apportioned upon the basis of the net non-ad valorem
assessments of benefits assessed as accruing for original
construction, and shall be evidenced to and certified by said
Board not later than July 1 of each year to the Tax Assessor of
Broward County, and shall be extended by the County Tax Assessor
on the County Tax Roll and shall be collected by the County Tax
Collector in the same manner and time as county taxes and the
proceeds therefrom paid to the said District. Said tax shall be a
lien until paid on the property upon which assessed, and
enforceable in like manner as County Taxes.

Section 9. LEVY OF TAXES AND ASSESSMENTS ON FRACTIONAL
ACRES.--In levying and assessing all taxes and assessments, each
tract or parcel of land more than one acre in area which contains
a fraction of an acre shall be assessed at the nearest whole
number of acres. However, each tract or parcel of land less than one acre in area shall be assessed as a full acre.

Section 10. ENFORCEMENT OF TAXES AND ASSESSMENTS.--The collection and enforcement of all taxes and assessments levied by said District shall be at the same time and in like manner as the County. The provisions of the Florida Statutes relating to the sale of lands for unpaid and delinquent county taxes and assessments, the issuance, sale, and delivery of Tax Certificates for such unpaid and delinquent County Taxes, the redemption thereof, the issuance to individuals of tax deeds based thereon, and all other procedures in connection therewith, shall be applicable to said District and the delinquent and unpaid taxes and assessments of said District to the same extent as if said statutory provisions were expressly set forth in this act. All taxes and assessments shall be subject to the same discounts as County Taxes.

Section 11. WHEN UNPAID TAX OR ASSESSMENT IS DELINQUENT; PENALTY.--All taxes provided for in this act shall be and become delinquent and bear penalties in the amount of said taxes in the same manner as county taxes. Assessments provided for in this act and authorized in chapter 298, Florida Statutes, shall be and become delinquent and bear penalties and interest at the highest rate authorized by Florida general or special law, or as otherwise provided in District legislation imposing the assessment.

Section 12. BONDS MAY BE ISSUED; SALE AND DISPOSITION OF PROCEEDS; INTEREST; LEVY TO PAY BONDS; BONDS AND DUTIES OF TREASURER; ETC.--
(1) The Board of Supervisors may, if in their judgment it seems best, issue bonds not to exceed 90 percent of the total amount of the taxes levied under the provisions of section 298.305, Florida Statutes, in denominations of not less than $100, bearing interest from date at a rate as provided by general law, payable annually or semiannually, to mature at annual intervals within 40 years commencing after a period of not later than 10 years, to be determined by the Board of Supervisors; both principal and interest payable at some convenient place designated by the Board of Supervisors to be named in said bonds, which said bonds shall be signed by the Chair of the Board of Supervisors, attested with the seal of said District and by the signature of the Secretary of said Board. All of said bonds shall be executed and delivered to the Treasurer of said District, who shall sell the same in such quantities and at such dates as the Board of Supervisors may deem necessary to meet the payments for the works and improvements in the District. Said bonds shall not be sold for less than 90 cents on the dollar, with accrued interest, shall show on their face the purpose for which they are issued, and shall be payable out of money derived from the aforesaid taxes. A sufficient amount of the drainage tax shall be appropriated by the Board of Supervisors for the purpose of paying the principal and interest of said bonds, and the same shall, when collected, be preserved in a separate fund for that purpose and no other. All bonds and coupons not paid at maturity shall bear interest at the rate of 6 percent per annum from maturity until paid, or until sufficient funds have been deposited at the place of payment, and said interest shall be appropriated by the Board of Supervisors.
out of the penalties and interest collected on delinquent taxes or
other available funds of the District. Provided, however, that it
may, in the discretion of said Board, be provided that at any
time, after such date as shall be fixed by the said Board, said
bonds may be redeemed before maturity at the option of said Board,
or their successors in office, by being made callable prior to
maturity at such times and upon such prices and terms and other
conditions as said Board shall determine. If any bond so issued
subject to redemption before maturity shall not be presented when
called for redemption, it shall cease to bear interest from and
after the date so fixed for redemption.

(2) The Board of Supervisors of said District shall have
authority to issue Refunding Bonds to take up any outstanding
bonds and any interest accrued thereon, when in the judgment of
said Board, it shall be for the best interest of said District to
do so. The said Board is hereby authorized and empowered to issue
Refunding Bonds to take up and refund all bonds of said District
outstanding that are subject to call and prior redemption, and all
interest accrued to the date of such call or prior redemption, and
all bonds of said District that are not subject to call or
redemption, together with all accrued interest thereon, where the
surrender of said bonds can be procured from the holders thereof
at prices satisfactory to the Board or can be exchanged for such
outstanding bonds with the consent of the holder thereof. Such
Refunding Bonds may be issued at any time when in the judgment of
said Board it will be to the interest of the District financially
or economically to secure a lower rate of interest on said bonds
or by extending the time of maturity of said bonds, or for any
other reason in the judgment of said Board advantageous to said
District. Such Refunding Bonds may mature at any time or times in
the discretion of said Board, not later, however, than forty years
from the date of issuance of said Refunding Bonds. Said Refunding
Bonds shall bear such dates of issue, and such other details as
said Board shall determine and may in the discretion of said Board
be made callable prior to maturity at such times and upon such
prices and terms and other conditions as said Board shall
determine. All the other applicable provisions of this act not
inconsistent therewith shall apply fully to said Refunding Bonds
and the holders thereof shall have all the rights, remedies, and
security of the outstanding bonds refunded, except as may be
provided otherwise in the resolution of the Board authorizing the
issuance of such Refunding Bonds. Any funds available in the
Sinking Fund for the payment of the principal and interest of
outstanding bonds may be retained in the fund to be used for the
payment of principal and interest of the refunding bonds, in the
discretion of the Board of Supervisors. Any expenses incurred in
buying any or all bonds authorized under the provisions of this
section and the interest thereon and a reasonable compensation for
paying same shall be paid out of the funds in the hands of the
Treasurer and collected for the purpose of meeting the expenses of
administration. It shall be the duty of the said Board of
Supervisors in making the annual tax levy as heretofore provided
to take into account the maturing bonds and interest on all bonds
and expenses, and to make provision in advance for the payment of
same.
(3) In case the proceeds of the original tax levy made under the provisions of section 298.36, Florida Statutes, are not sufficient to pay the principal and interest of all bonds issued, then the Board of Supervisors shall make such additional levy or levies upon the benefits assessed as are necessary for this purpose, and under no circumstances shall any tax levies be made that will in any manner or to any extent impair the security of said bonds or the fund available for the payment of the principal and interest of same. Said Treasurer shall at the time of the receipt by him or her of said bonds, execute and deliver to the Chair of the Board of said District a bond with good and sufficient surety to be approved by said Board, conditioned that he or she shall account for and pay over as required by law and as ordered by said Board of Supervisors, any and all moneys received by him or her on the sale of such bonds, or any of them, and that he or she will only sell and deliver such bonds to the purchaser or purchasers thereof under and according to the terms herein prescribed, and that he or she will return to the Board of Supervisors and duly cancel any and all bonds not sold when ordered by said Board to do so. Said bonds when so returned shall remain in the custody of the Chair of the Board of Supervisors, who shall produce the same for inspection or for use as evidence whenever and wherever legally requested so to do. The said Treasurer shall promptly report all sales of bonds to the Board of Supervisors. The Board shall at reasonable time thereafter prepare and issue warrants in substantially the form provided in section 298.17, Florida Statutes, for the payment of maturing bonds so sold and the interest payments coming due on all bonds.
sold. Each of said warrants shall specify what bonds and accruing interest it is to pay, and the Treasurer shall place sufficient funds at the place of payment to pay the maturing bonds and coupons when due, together with necessary compensation for paying same. The successor in office of any such Treasurer shall not be entitled to said bonds or the proceeds thereof until he or she shall have complied with all of the foregoing provisions applicable to his or her predecessor in office. The aforesaid bond of said Treasurer, if said Board shall so direct, may be furnished by a surety or bonding company, which may be approved by said Board of Supervisors; provided, if it should be deemed more expedient to said Board of Supervisors as to money derived from the sale of bonds issued, said Board may, by resolution, select some suitable bank or banks or other depository as temporary Treasurer or Treasurers to hold and disburse said moneys upon the order of said Board as the work progresses, until such fund is exhausted or transferred to the Treasurer by order of said Board of Supervisors. The funds derived from the sale of said bonds or any of them shall be used for the purpose of paying the cost of the drainage works and improvements, and such costs, fees, expenses, and salaries as may be authorized by law, and used for no other purpose.

Section 13. FULL AUTHORITY FOR ISSUE AND SALE OF BONDS AUTHORIZED.—

(1) This act shall, without reference to any other act of the Legislature, be full authority for the issuance and sale of bonds in this act authorized, which bonds shall have all the qualities of negotiable paper under the law merchant and shall not
be invalid for any irregularity or defect in the proceedings for
the issuance and sale thereof; and shall be incontestable in the
hands of bona fide purchasers or holders thereof. No proceedings
in respect to the issuance of any such bonds shall be necessary,
except such as are required by this act. The provisions of this
act shall constitute an irrepealable contract between the said
Board of Supervisors and the said North Lauderdale Water Control
District and the holders of any bonds and the coupons thereof
issued pursuant to the provisions hereof. Any holder of any of
said bonds or coupons may either in law or by equity, by suit,
action, or mandamus, enforce and compel the performance of the
duties required by this act of any of the officers or persons
mentioned in this act in relation to the said bonds, or to the
correct enforcement and application of the taxes for the payment
thereof.

(2) After the several bonds and coupons are paid and retired
as herein provided, they shall be returned to the Treasurer, and
they shall be canceled and an appropriate record thereof made in a
book to be kept for that purpose, which record of paid and
canceled bonds shall be kept at the office of the Treasurer and
shall be opened for inspection of any bond holder at any time.

Section 14. FLOATING INDEBTEDNESS.—

(1) After the levy of taxes in any years, and before the
collection thereof, the Board of Supervisors shall have the power
to issue Tax Anticipation Notes. Said notes shall bear interest
at a rate not exceeding the maximum rate allowed by general or
special law, and shall be payable at such times, and may be sold
or discounted at such price or on such terms, as the said Board
may deem advisable, and the Board may pledge the whole or any part
of the tax levy for the payment thereof.

(2) The Board shall also have the right to issue Temporary
Obligations or Interim Certificates after the issuance of any
Bonds authorized under this act, but prior to the sale thereof,
said Temporary Obligations and Interim Certificates shall be paid
within 2 years from the proceeds of the sale of said bonds.

(3) Said Temporary Obligations and Interim Certificates
shall have all the rights and privileges of the permanent bond
holders.

(4) The Tax Anticipation Notes, Temporary Obligations, and
Interim Certificates shall be termed “Floating Indebtedness” in
order to distinguish the same from the bonded debt as provided for
herein.

Section 15. EMINENT DOMAIN.--The said Board of Supervisors
is hereby authorized and empowered to exercise the right of
eminent domain and may condemn for the use of said District any
and all lands, easements, rights of way, riparian rights, and
property rights of every description, in or out of said District,
required for the public purposes and powers of said Board as
herein granted, and may enter upon, take, and use such lands as it
may deem necessary for such purposes.

Section 16. WATER A COMMON ENEMY.--It is hereby declared
that in said District, surface waters, which shall include
rainfall and the overflow of rivers and streams, are a common
enemy, and the said District and any individual or agency holding
a permit to do so from said District, shall have the right to
dike, dam, and construct levees to protect the said District or
any part thereof, or the property of said individual or agency
against the same, and thereby divert the course and flow of such
surface waters and/or pump the water from within such dikes and
levees.

Section 17. UNIT DEVELOPMENT; POWERS OF SUPERVISORS TO
DESIGNATE UNITS OF DISTRICT AND ADOPT SYSTEM OF PROGRESSIVE
DRAINAGE BY UNITS; PLANS OF RECLAMATION AND FINANCING
ASSESSMENTS, ETC., FOR EACH UNIT.--

(1) The Board of Supervisors of North Lauderdale Water
Control District shall have the power and is hereby authorized in
its discretion to drain and reclaim or more completely and
intensively to drain and reclaim the lands in said District by
designated areas or parts of said District to be called Units. The
units into which said District may be so divided shall be given
appropriate numbers or names by said Board of Supervisors, so that
said units may be readily identified and distinguished. The Board
of Supervisors shall have the power to fix and determine the
location, area, and boundaries of and lands to be included in each
and all such units, the order of development thereof, and the
method of carrying on the work in each unit. The unit system of
drainage provided by this section may be conducted and all of the
proceedings by this section and this act authorized in respect to
such unit or units may be carried on and conducted at the same
time as or after the work of draining and reclaiming of the entire
District has been or is being or shall be instituted or carried on
under the provisions of this act. If the Board of Supervisors
shall determine that it is advisable to conduct the work of
draining and reclaiming the lands in said District by units, as
authorized by this section of this act, said Board shall, by
resolution duly adopted and entered upon its minutes, declare its
purpose to conduct such work accordingly, and shall at the same
time and manner fix the number, location, and boundaries of and
description of lands within such unit or units and give them
appropriate numbers or names. As soon as practicable after the
adoption and recording of such resolution said Board of
Supervisors shall publish notice once a week for 2 consecutive
weeks in a newspaper published in Broward County, Florida, or duly
notify the landowners by registered letter, briefly describing the
units into which said District has been divided and the lands
embraced in each unit, giving the name, number, or other
designation of such units, requiring all owners of lands in said
District to show cause in writing before said Board of Supervisors
at a time and place to be stated in such notice why such division
of said District into such units should not be approved, and said
system of development by units should not be adopted and given
effect by said Board, and why the proceedings and powers
authorized by this section of this act should not be had, taken,
and exercised. At the time and place stated in said notice, said
Board of Supervisors shall hear all objections or causes of
objection (all of which shall be in writing) of any landowner in
said District to the matters mentioned and referred to in such
notice, and if no objections are made, or if said objections, if
made, shall be overruled by said Board, then said Board shall
enter in its minutes its findings and order confirming said
resolution and may thereafter proceed with the development,
drainage, and reclamation of said District by units pursuant to
such resolution and to the provisions of this act. If, however, said Board of Supervisors shall find as a result of such objections, or any of them or the hearing thereon, that the division of said District into such units as aforesaid should not be approved, or that said system of development by units should not be adopted and given effect, or that the proceedings and powers authorized by this section of this act should not be had, taken, or exercised, or that any other matter or thing embraced in said resolution would not be in the best interest of the landowners of said District or would be unjust or unfair to any landowner therein or otherwise inconsistent with fair and equal protection and enforcement of the rights of every landowner in said District, then said Board of Supervisors shall not proceed further under such resolution, but said Board of Supervisors may, as a result of such hearing, modify or amend said resolution so as to meet such objections so made, and thereupon said Board may confirm said resolution as so modified or amended and may thereafter proceed accordingly. The sustaining of such objections and the rescinding of such resolutions shall not exhaust the power of said Board under this section; but, at any time not less than 1 year after the date of the hearing upon any such resolution, the Board of Supervisors may adopt other resolutions under this section and thereupon proceed on due notice in like manner as above. If said Board of Supervisors shall overrule or refuse to sustain any such objections in whole or in part made by a landowner in the District, or if any such landowner shall deem himself aggrieved by any action of the Board of Supervisors in respect to any objections so filed, such landowner may, within 10
days after the ruling of said Board, file his or her bill of
complaint in the Circuit Court in and for Broward County, against
said District, praying an injunction or other appropriate relief
against the action or any part of such action proposed by such
resolution or resolutions, of said Board, and, such suits shall be
conducted like other suits, except that said suits shall have
preference over all other pending actions except criminal actions
and writs of habeas corpus. Upon the hearing of said cause said
Circuit Court shall have the power to hear the objections and
receive the evidence thereon of all parties to such cause and
approve or disapprove said resolutions and action of said Board in
whole or in part, and to render such decree in such cause as right
and justice require. When said resolutions creating said unit
system shall be confirmed by the Board of Supervisors (or by the
Circuit Court in and for Broward County, if such proposed action
shall be challenged by a landowner by the judicial proceedings
hereinabove authorized), said Board of Supervisors may adopt a
plan or plans of reclamation for and in respect to any or all such
units, and to have the benefits and the damages resulting
therefrom assessed and apportioned by Commissioners appointed by
the Circuit Court, and the report of the said Commissioners
considered and confirmed, all in like manner as is provided by law
in regard to Plans of Reclamation for and assessments for benefits
and damages of, the entire District. With respect to Plan of
Reclamation, notices, appointment of Commissioners to assess
benefits and damages, report of Commissioners and notice and
confirmation thereof, the levy of assessments and taxes, including
maintenance taxes, and the issuance of bonds and all other
proceedings as to each and all of such units, said Board shall follow and comply with the same procedure as is provided by law with respect to the entire District; and said Board of Supervisors shall have the same powers in respect to each and all of such units as is vested in them with respect to the entire District. All the provisions of this act shall apply to the drainage, reclamation, and improvement of each, any, and all of such units, and the enumeration of or reference to specific powers or duties of the Supervisors of any other officers or other matters in this act as hereinabove set forth, shall not limit or restrict the application of any and all of the proceedings and powers herein to the drainage and reclamation of such units as fully and completely as if such unit or units were specifically and expressly named in every section and clause of this act where the entire District is mentioned or referred to. All assessments, levies, taxes, bonds, and other obligations made, levied, assessed, or issued for or in respect to any such unit or units shall be a lien and charge solely and only upon the lands in such units, respectively, for the benefit of which the same shall be levied, made, or issued, and not upon the remaining units or lands in said District. The Board of Supervisors may at any time amend its said resolutions by changing the location and description of lands in any such unit or units; and provided, further, that if the location of or description of lands located in any such unit or units is so changed, notice of such change shall be published as hereinabove required in this section for notice of the formation or organization of such unit or units, and all proceedings shall be had and done in that regard as are provided in this section for
the original creation of such unit or units, provided, however, that no lands against which benefits shall have been assessed may be detached from any such unit after the confirmation of the Commissioners' report of benefits in such unit or units or the issuance of bonds or other obligations which are payable from taxes or assessments for benefits levied upon the lands within such unit or units.

(2) Provided, however, that if, after the confirmation of the Commissioners' report of benefits in such unit or units, or the issuance of bonds or other obligations which are payable from taxes or assessments for benefits levied upon lands within such unit or units, the Board of Supervisors finds the Plan of Reclamation for any such unit or units insufficient or inadequate for efficient development, the Plan of Reclamation may be amended or changed as provided in chapter 298, Florida Statutes, and the unit or units may be amended or changed as provided in this section, by changing the location and description of lands in any such unit or units, by detaching lands therefrom, or by adding land thereto, upon the approval of at least 51 percent of the landowners according to acreage, in any such unit and 75 percent of the holders of bonds issued in respect to any such unit, and provided that in such event all assessments, levies, taxes, bonds, and other obligations made, levied, assessed, incurred, or issued for or in respect to any such unit or units may be allocated and apportioned to the amended unit or units in proportion to the benefits assessed by the Commissioners' report for the amended Plan of Reclamation and said report shall specifically provide for such allocation and apportionment. The landowners and all of the...
bond holders shall file their approval of or objections to such amended Plan of Reclamation within the time provided in section 298.27, Florida Statutes, and shall file their approval of or objections to the amendment of such unit as provided in this section.

(3) No lands shall be detached from any unit after the issuance of bonds or other obligations for such unit except upon the consent of 75 percent of all the holders of such bonds or other obligations. In the event of the change of the boundaries of any unit as provided herein and the allocation and apportionment to the amended unit or units of assessments, levies, taxes, bonds, and other obligations in proportion to the benefits assessed by the Commissioners' report for the amended Plan of Reclamation, the holder of bonds or other obligations heretofore issued for the original unit who consent to such allocations and apportionment shall be entitled to all rights and remedies against any lands added to the amended unit or units as fully and to the same extent as if such added lands had formed and constituted a part of the original unit or units at the time of the original issuance of such bonds or other obligations, regardless of whether the holders of such bonds or other obligations are the original holders thereof or the holders from time to time hereafter, and the rights and remedies of such holders against the lands in the amended unit or units, including any lands added thereto, under such allocation and apportionment, shall constitute vested and irrevocable rights and remedies to the holders from time to time of such bonds or other obligations as fully and to the same extent as if such bonds or other obligations had been
originally issued to finance the improvements in such amended unit
or units under such amended Plan of Reclamation.

Section 18. SEVERABILITY.--In case any one or more of the
sections or provisions of this act or the application of such
sections or provisions to any situation, circumstance, or person
shall for any reason be held to be unconstitutional, such
unconstitutionality shall not affect any other sections or
provisions of this act or the application of such sections or
provisions to any other situation, circumstance, or person, and it
is intended that this law shall be construed and applied as if
such section or provision had not been included herein for any
unconstitutional application.

Section 19. NOTICE OF INTENTION.--It is found and determined
that notice of intention to apply for this legislation was given
in the time, form, and manner required by the Constitution and by
law. Said notice is found to be sufficient and is hereby validated
and approved.

Section 4. Chapters 63-661, 82-273, 85-385, 94-428, and 97-
370, Laws of Florida, are repealed.

Section 5. This act shall take effect upon becoming a law.
RESOLUTION NO. WCD-97-9-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, FLORIDA, AUTHORIZING THE CHAIRMAN TO EXECUTE AND TO ENTER INTO THE INTERLOCAL AGREEMENT, ATTACHED HERETO, BY AND BETWEEN THE NORTH LAUDERDALE WATER CONTROL DISTRICT AND THE CITY OF NORTH LAUDERDALE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT THAT:

Section 1. The Chairman, be and the same is hereby authorized and directed to execute and enter into that certain Interlocal Agreement, attached hereto and made a part hereof, by and between the North Lauderdale Water Control District and the City of North Lauderdale, Florida.

Section 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Supervisors of the North Lauderdale Water Control District this 10th day of September, 1997.

Richard W. Sprague
Chairman

Vice-Chairman

LK/lk
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") dated as of this ___ day of ___, 1997, is entered into by and between the City of North Lauderdale, a municipal corporation (the "City") and the North Lauderdale Water Control District (the "District"), a special taxing district created pursuant to Chapter 63-661, Laws of Florida, as amended (the "Act") and with their participation evidenced by the signature of their authorized representatives.

WITNESSETH:

WHEREAS, the Florida Legislature passed and adopted House Bill 1875 (Laws of Florida 1997), (the "Bill") which, inter alia reduced the number of members of the Board of Supervisors of the District from seven (7) to five (5) members, which would be composed of the sitting City Council members of the City in addition to providing for terms of offices for the Board of Supervisors, annual meeting dates, and other transitional matters affecting the District; and

WHEREAS, the Bill further provides for the effective date of the Bill to be as provided by law; and

WHEREAS, the sitting City Council members of the City took an oath of office and became members of the Board of Supervisors on June 2, 1997, in legal compliance with the terms, conditions, and provisions of the Bill, which amends Chapter 63-661, Laws of Florida (1963); and

WHEREAS, representatives of the City and the District have, in good faith met, conferred, and negotiated the terms, conditions, and provisions, of this Interlocal Agreement, for the purposes of the City, by and through its City Administration, to provide for the provision of goods and services to the District in order to fulfill the requirements and obligations imposed upon the Board of Supervisors pursuant to the Act; and

WHEREAS, after consultations and review between the professional staffs of the City and the District, it has been determined by the parties hereto that it is in the best interests of the health, safety, and welfare of the property owners in the District to engage in this Interlocal Agreement with the City to best provide the aforesaid goods and services in an equitable, fair, and representative fashion; and

WHEREAS, the City possesses the legal authority pursuant to Part II of Chapter 166 Florida Statutes, as amended, to enter into this Interlocal Agreement; and

WHEREAS, the District possesses the legal authority pursuant to Chapter 63-661, Laws of Florida (1963), as amended to enter into this Interlocal Agreement; and

WHEREAS, Part I of Chapter 163, Florida Statutes, as amended (the "Interlocal Cooperation Act"), permits the City and the District, as public agencies under the Interlocal
Cooperation Act, to enter into interlocal agreements with each other to authorize one governmental party to exercise, on behalf of the other governmental units, jointly held powers, privileges or authorities which each such governmental units share in common and which each might exercise separately, permitting the governmental units to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geographic, economic, population and other factors influencing the needs and development of such governmental units; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

1.0   RECITALS.

The recitals set forth above are true and correct and are incorporated herein by reference. All Exhibits to this Agreement are hereby deemed a part hereof.

2.0   REPRESENTATIONS.

2.1   The City covenants and agrees that it possesses the legal authority pursuant to Chapter 166, Florida Statutes, as amended, in the exercise of its Home Rule Powers, and the applicable sections of the City Charter to enter into this Interlocal Agreement and to fulfill its terms, conditions, and provisions.

2.2   The District covenants and agrees that it possesses the legal authority pursuant to the Act and the applicable provisions of Chapters 298 and 189, Florida Statutes, to enter into this Interlocal Agreement and to fulfill its terms, conditions, and provisions.

3.0   MUTUAL COVENANTS AND OBLIGATIONS OF THE PARTIES.

3.1   The District shall compensate the City subsequent to the approval and execution of this Agreement by the duly authorized representatives of the District in accordance with the schedule of payments otherwise set forth on Exhibit "A" attached hereto and made a part hereof. Exhibit "A" shall also represent the work schedule to engender periodic payments contemplated pursuant to this Interlocal Agreement.

3.2   Effective on October 1, 1997, the City shall commence to perform those duties, functions, and responsibilities contemplated by this Interlocal Agreement on Exhibit "B," attached hereto and made a specific part hereof, and subject to the provisions of Article 4, "Term" hereinafter set forth. These duties, functions, and responsibilities have been negotiated and embrace the optimum services anticipated by the District to be provided by the City. The performance of the services described in Exhibit "B," shall be the sole obligation of the City and shall be within its sole discretion and decision in the context of staffing, personnel, equipment, and other such decisions subject nonetheless to the periodic review by the District, in its discretion.
3.3 The District shall provide and shall deliver all of the equipment, appurtenances, and other personal property within its possession and to be used to fulfill the maintenance obligations contemplated pursuant to Exhibit "B," as described herein on Exhibit "C," attached hereto and made a part hereof. Such personal property and appurtenances shall be made available not less than five (5) calendar days prior to October 1, 1997, to enable the City to commence operations and activities contemplated by this Interlocal Agreement.

3.4 The City shall not be obligated to engage, retain, or to transition any employees of the District in the City's fulfillment of the terms, conditions, and provisions of this Interlocal Agreement. However, the City may consider such engagement or employment in its sole and absolute discretion. To that end, the City shall be permitted to transition employees of the District on or after October 1, 1997, subject to the rules and regulations governing civil service employment in the City including the imposition of a probationary period for new employees.

3.5 The City shall assign a liaison/designated representative who shall be responsive to the District through the City Manager of the City. Such person shall be designated within literature or other documents delivered to property owners who may have a need to contact such person during the term of this Interlocal Agreement.

3.6 Upon approval and execution of this Interlocal Agreement by the City and the District, the District covenants and agrees to continue its diligent and timely efforts to perform maintenance and other obligations through its existing contractual obligations with a legal entity controlled by Gary Moyer, the Executive Director of the District. This provision includes the District's covenant not to create a hiatus or break in service until the commencement of the City's fiscal year commencing on October 1, 1997.

4.0 TERM.

The term of this Agreement shall commence on October 1, 1997, and shall continue from year to year unless otherwise terminated by the parties hereto with not less than ninety (90) day's written notice from either party for any or no reason. Should the City not receive such notice during any fiscal year, it is the intention of the parties hereto that this Contract shall continue, unabated with the provision of services by the City and approved by the District consistent with the preparation of and the approval of an annual budget to be submitted by the City as required by law and the Act.

5.0 GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Florida. Should any legal action be required pursuant to this Agreement, venue shall be in Broward County, Florida.

6.0 NOTICE.

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the
places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the City and the District hereby designate the following as the respective places for giving of notice.

City of North Lauderdale:  
John Stunson, City Manager  
City of North Lauderdale  
709 Southwest 71st Avenue  
North Lauderdale, FL 33068-2395

Copy To:  
Samuel S. Goren, Esquire, City Attorney  
Josias, Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

North Lauderdale Water Control District:  
Gary L. Moyer, Executive Director  
North Lauderdale Water Control District  
1101 Southwest 81st Avenue  
North Lauderdale, Florida

Copy to:  
Ray Doumar, Esq.  
1177 Southeast Third Avenue  
Fort Lauderdale, FL 33316

7.0 BINDING AUTHORITY.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

8.0 HEADINGS.

Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.0 COUNTERPART SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
10.0 LEGAL REPRESENTATION.

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

11.0 ATTORNEYS' FEES.

In connection with any litigation, including appellate proceedings, arising out of this Interlocal Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including paralegal expenses, from the other party.

12.0 AMENDMENT.

No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by the parties hereto.

13.0 ENTIRE AGREEMENT.

This Agreement sets forth the entire agreement between the parties hereto and all subject matters herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the Parties this__ day of 1997.

CITY OF NORTH LAUDERDALE, FLORIDA
a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council

ATTEST:

C. MILLI DYER, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SAMUEL S. GORE, CITY ATTORNEY
NORTH LAUDERDALE WATER CONTROL DISTRICT, a special taxing district

BY: 

Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RAY DOUMAR, ESQUIRE
EXHIBIT "A"

PAYMENT SCHEDULE

1. The District shall annually adopt a budget reflecting its annual revenue availability and expenditure appropriations.

2. The District shall remit its annual expenditure appropriation to the City of North Lauderdale in four (4) quarterly installments on the First day of each calendar quarter as and for payment for services rendered by the City to the District.

3. If the District increases its annual expenditure appropriation for services during the year, such increases shall be paid immediately to the City.
EXHIBIT "B"

SCOPE OF SERVICES AND WORK TO BE PERFORMED

1. The services contemplated pursuant to this Interlocal Agreement shall include, but not be limited to, all of the duties, functions, and responsibilities provided to the Board of Supervisors of the District pursuant to the Act, and Chapters 298 and 189, Florida Statutes, as amended from time to time.

2. The aforementioned services to be provided pursuant to this Interlocal agreement shall also include the provision of professional legal services by the City Attorney of the City at hourly rates and on the basis otherwise set forth in the existing Independent Contractor Professional Services Agreement by and between the City and Josias, Goren, et al., P.A., as City Attorney. Further, the payment of professional fees and costs associated with this Interlocal Agreement shall be limited by the annual budget reviewed and approved by the Board of Supervisors of the District and incorporated herein by reference and made a specific part hereof.

3. Payments contemplated for legal services rendered shall be billed quarterly at or about the same time as the delivery of invoices from the City to the District pursuant to this Interlocal Agreement and Exhibit "A" thereof.

4. The District's annual expenditure appropriation budget shall establish the limitation of services provided by the City of North Lauderdale to the District.

5. The total sum allocated by the City of North Lauderdale to the District's services may not be increased without specific authorization by a duly enacted Ordinance effecting such amendment.

6. Such Ordinance shall be preceded and supported by an increase in the District's annual expenditure appropriation, as approved by the District's Board of Supervisors.
EXHIBIT "C"

PERSONAL PROPERTY, EQUIPMENT, APPURTEYNANT ITEMS, AND INTANGIBLES

1. Listed below is a list of equipment that is to be transferred from the North Lauderdale Water Control District to the City of North Lauderdale.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) 16&quot; Monarch Boat</td>
<td>MAK06101283-4</td>
</tr>
<tr>
<td>(1) Rocket Boat Trailer</td>
<td>084083</td>
</tr>
<tr>
<td>(1) Spray Unit</td>
<td>A316168</td>
</tr>
<tr>
<td>(1) Boat</td>
<td>NONE</td>
</tr>
<tr>
<td>(1) Johnson 15 HP Motor</td>
<td>G03503268</td>
</tr>
<tr>
<td>(1) Truck Radio</td>
<td>776A5Y1109</td>
</tr>
</tbody>
</table>

2. The District shall transfer and deliver all bank accounts, checking accounts, deposit accounts with any commercial bank or savings and loan association including, but not limited to, cash in hand and/or with the State of Florida Board of Administration. The parties hereto shall meet and confer not later than September 15, 1997, to isolate, quantify, and memorialize all of the foregoing to be transferred on September 30, 1997. It is the intention of the parties hereto to transition all such accounts including replacement signature cards and other indicia of transfer prior to September 30, 1997.

3. The parties hereto covenant and agree that any transfer of funds contemplated pursuant to this Interlocal Agreement and this Exhibit "C" shall occur via a wire transfer or checks drawn on existing accounts of the District.
Pursuant to Section 5 of the Special Act creating the North Lauderdale Water Control District (“District”), the City Clerk shall serve as the Secretary for the District. The attached Resolution approves the designation of the City Clerk as Secretary for the District.

A treasurer for the District should be designated if bonds are issued. The attached Resolution approves the designation of the City’s Finance Director as the Treasurer for the District.

RECOMMENDATION:

The District Administrator recommends approval of the attached Resolution designating the City Clerk as Secretary for the District.

The District Administrator recommends approval of the attached Resolution designating the City Finance Director as Treasurer for the District.
A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, FLORIDA DESIGNATING THE CITY CLERK AS SECRETARY FOR THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTH LAUDERDALE WATER CONTROL DISTRICT BOARD, THAT:

Section 1: Pursuant to Section 5 of the Special Act creating the North Lauderdale Water Control District ("District"), the City Clerk shall serve as the Secretary for the District.

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


____________________
RICH MOYLE, CHAIRMAN

____________________
LORENZO WOOD, VICE CHAIR

ATTEST:

____________________
PATRICIA VANCHERI, DISTRICT CLERK

APPROVED AS TO LEGAL FORM

____________________
SAMUEL S. GOREN, DISTRICT ATTORNEY
WCD RESOLUTION NO. ________________

A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, FLORIDA DESIGNATING THE CITY FINANCE DIRECTOR AS TREASURER FOR THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTH LAUDERDALE WATER CONTROL DISTRICT BOARD, THAT:

Section 1: A treasurer for the District should be designated if bonds are issued;

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


_____________________
RICH MOYLE, CHAIRMAN

_____________________
LORENZO WOOD, VICE CHAIR

ATTEST:

_____________________
PATRICIA VANCHERI, DISTRICT CLERK

APPROVED AS TO LEGAL FORM

_____________________
SAMUEL S. GOREN, DISTRICT ATTORNEY
As part of the responsibilities of the Water Control District the conveyance of water is required to accommodate the flow of the rain water run-off from the City of North Lauderdale stormwater basin system through the Water Control District canal and culvert network which discharge into the South Florida Water Management Division (SFWMD) C-14 Canal to the North and C-13 to the South.

Due to the growth of the City and climatology changes, City’s stormwater system and canal system are not keeping up with the amount of recent rain fall events thus flooding on the roadways has become more of a concern. A stormwater master plan will assist the City to plan and address the City’s present and future drainage and canal needs based on modeling and research. The plan’s recommendations will be divided into project components scheduled into the Capital Improvement Plan (CIP) for the future years and financing and funding requests can be made from these plans accordingly.

The City staff is proposing to use Craven Thompson and Associates, which is a consultant among the City’s pool of professionals acquired during the RFQ No. 16-06-361 for professional structural and architectural services. This consultant is local and has proven that they have experience with this type of stormwater master plan for local municipalities. The consultant will investigate and analyze the existing stormwater system and canal network with the addition of a stormwater pump station which will assist with the faster conveyance of water into the C-14 canal.

The scope of work shall include:

A. Reviewing and evaluating any previous studies including permits prepared by SFWMD/ Broward County EPGMD.
B. Evaluation of existing available data that will include the combined effects of existing and proposed development on the drainage systems throughout each sun-basin based upon the existing land use plan for the City.
C. Update existing facilities inventory for all canals, lakes, culverts and control structures operated by the City within city limits. The facilities inventory verification and update
shall be based upon City drawings, aerial maps, and field observations or surveys. Wherever existing facilities cross private property, Craven Thompson & Associates, Inc. will identify potential areas where easements may be required.

D. The 2007 LiDAR data will be utilized to create a digital terrain model (DTM) to be used in the stormwater computer stimulation.

E. Perform an operational analysis of all sub-basins, control structures, and outfalls in, and the associated South Florida Water Management District (SFWMD) and North Lauderdale Water Control District permit requirements. Analysis shall include collection of permits from appropriate sources. Recommendations for improvements to existing operational and maintenance procedures shall be provided based on analysis.

F. Prepare a City-wide base map incorporating existing data locations for all major stormwater structures (control structures, and culverts) and outfalls in compliance with the federal USEPA NPDES mandated requirements. The map will also identify existing wetlands or other natural open spaces within the City.

G. Prepare Stormwater Master Plan that will compile all findings and analysis of the existing and proposed drainage system within the City. Reports shall include tables, charts, maps, calculations, cost estimates and recommendations for potential improvements based on the findings of the analysis.

This work is to be performed under the conditions of the general services agreement with the City of North Lauderdale RFQ No. 16-06-361 Professional Services. The consultant is ready to begin work as soon as possible and has submitted a proposal in an amount not to exceed $198,660. Since the proposed scope of work of the Master Plan includes a thorough analysis of the stormwater and canal system, staff recommends that the total cost of the plan be shared by the City’s Stormwater Fund and the Water Control District.

RECOMMENDATION:

The District Administrator recommends that the Water Control District Board of Supervisors approve the attached resolution authorizing funding toward the Stormwater Master Plan in an amount not to exceed $99,330 through a contract executed by the City of North Lauderdale with Craven Thompson and Associates.
WCD RESOLUTION NO. ___________________

A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, FLORIDA AUTHORIZING FUNDING TOWARD THE STORMWATER MASTER PLAN IN AN AMOUNT NOT TO EXCEED $99,330 THROUGH A CONTRACT EXECUTED BY THE CITY OF NORTH LAUDERDALE WITH CRAVEN THOMPSON AND ASSOCIATES, INC; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTH LAUDERDALE WATER CONTROL DIRECT BOARD, THAT:

Section 1: That the North Lauderdale Water Control District to accept the professional service proposal from Craven Thompson & Associates, Inc. under the provisions of the City of North Lauderdale RFQ No. 16-06-361 General Professional Services.

Section 2: That the total funding for this project, in an amount not to exceed $198,660 is shared equally between the Stormwater Fund and the Water Control District Fund.

Section 3: That the Water Control District fund portion for the project, in an amount not to exceed $99,330.

Section 4: That this Resolution shall take effect immediately upon adoption.


_______________________  __________
RICH MOYLE, CHAIRMAN

_______________________  __________
LORENZO WOOD, VICE CHAIR

ATTEST:

________________________
PATRICIA VANCHERI, DISTRICT CLERK

APPROVED AS TO LEGAL FORM

________________________
SAMUEL S. GOREN, DISTRICT ATTORNEY