

VILLAGE OF LAZY LAKE
REGULAR MEETING AGENDA
SUNSERVE BUILDING CONFERENCE ROOM
2312 WILTON DRIVE, WILTON MANORS, FLORIDA
THURSDAY, DECEMBER 7, 2023
6:30 P.M.

TO PARTICIPATE VIA TELEPHONE

Dial-in: **1-443-489-6180**

Pin: **730 449 611#**

Persons who wish to speak will recognized
by the Mayor during open public comments
portion(s) of the meeting.

Village Council

Mayor Richard Willard
Council Member Ray Nyhuis
Council Member Carlton Kirby
Council Member Patrick Kaufman
Council Member Jeff Grenell
Council Member Robert Strusinski

1. Roll Call

2. Public Comments - (comments will be limited to three [3] minutes per person)

3. Approval of Minutes

September 28, 2023 and Village Council Meeting Minutes

4. Consent Agenda

- a. Ratification of payments made for the following invoices:
 - Invoices paid electronically from September 28, 2023 – present day

5. New Business

a. **Ordinance 2023-01**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF LAZY LAKE; PROVIDING A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

b. **Resolution 2023-10**

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO RENEW THE PIGGYBACK AGREEMENT FOR ONE YEAR WITH DRC EMERGENCY SERVICES FOR DISASTER DEBRIS REMOVAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

6. Discussion Items

- a. Discussion of Solid Waste Agreement
- b. Discussion of Upcoming Election, new Form 6 Requirements, and Resignation of Mayor Willard
- c. Discussion of Municipal Candidate Financial Reporting Software Agreement
- d. Update on implementation of vacation rental ordinance
- e. Hiring a new Financial Consultant

7. **Village Attorney comments**
8. **Mayor and Council comments**
9. **Adjournment**

NOTE: This Council Meeting will be held in the Conference Room of the SunServe Building located at the above address.

**AGENDA AND SUPPORTING DOCUMENTATION POSTED AT:
www.lazylakefl.us**

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, said person will need a record of the proceedings. For such purpose a verbatim record of the proceeding will have to be made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requiring accommodations in order to participate should contact the Village Administrator at 954-756-3155 at least five (5) business days prior to the meeting to request such accommodations. If hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8700 (voice) or 1-800-955-8771 (TDD).

Village of Lazy Lake Minutes
September 28, 2023

VILLAGE OF LAZY LAKE
2nd Public Budget Hearing /
Village Council Meeting
Meeting Minutes

2312 Wilton Drive, Wilton Manor, Fl. 33305
Thursday, September 28, 2023
6:30pm

Village Council

Mayor Richard Willard
Council Member Ray Nyhuis
Council Member Carlton Kirby
Council Member Patrick Kaufman – **Absent**
Council Member Jeff Grenell
Council Member Robert Strusinski

In Attendance

Tedra Allen – Administrative Assistant
Pamala Ryan Esq. – Village Attorney

1. **Roll Call**

Mayor Richard Willard called the meeting to order at 6:40 p.m. It was determined a quorum was present.

2. **Public Comments**

None

3. **Resolutions**

a. Resolution 2023-07

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF TAXATION; PROVIDING FINDINGS; ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2023-2024 FISCAL YEAR (I.E. THE FINAL MILLAGE RATE); PROVIDING DIRECTIONS TO THE MAYOR AND ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

Motion made by Council Member Strusinski to adopt the final millage rate of 6.5000 mills for Villages 2023-24 Fiscal Year, seconded by Council Member Grenell. In a voice vote, the motion passed unanimously 4-0.

b. Resolution 2023-08

A RESOLUTION OF THE VILLAGE LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; PROVIDING FINDINGS; ADOPTING THE FINAL BUDGET FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2023-2024 FISCAL YEAR; PROVIDING DIRECTIONS TO THE ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

Village of Lazy Lake Minutes
September 28, 2023

Motion made by Council Member Grenell to adopt the final budget setting forth the total revenue, transfers, and balances for the Village's 2023-2024 Fiscal Year, seconded by Council Member Nyhuis. In a voice vote, the motion passed unanimously 4-0.

4. Approval of Minutes
 - 2.1 September 14, 2023, Council Meeting Minutes

Motion made by Council Member Grenell to approve the September 14, 2023 Village Council meeting minutes, seconded by Council Member Kirby. In a voice vote, the motion passed unanimously 4-0.

5. New Business
 - a. Resolution 2023-09
A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH THE CITY OF FORT LAUDERDALE FOR THE PROVISION OF FIRE PROTECTION AND FIRE RESCUE SERVICES BEGINNING OCTOBER 1, 2023 FOR A PERIOD OF FIVE (5) YEARS WITH AUTOMATIC RENEWALS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS TO EFFECTUATE THE INTENT OF THE RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

Motion made by Council Member Grenell to approve and authorize the execution of the Inter-local Agreement with the City of Fort Lauderdale for fire protection and fire rescue services for five (5) years beginning on October 1, 2023, seconded by Council Member Strusinski. In a voice vote, the motion passed unanimously 4-0.

6. Village Attorney Comments
N/A
7. Mayor and Council comments
N/A
8. Adjournment - 6:59 pm

Tedra Allen, MMC Date

Mayor Richard Willard Date

Date Range

Specific date range Up To 24 months 

From To
Numeric date starting with the month

Filter By

All 

Showing 1 - 23 of 23 payments

Prev 1 Next

Description	Category	Amount	Deliver By ▼	Status
Tedra Allen Adminstrative Assistant	Miscellaneous	\$149.40 *4602	DEC 6	Processing Cfm # VMNF5-DW57L
Tedra Allen Adminstrative Assistant	Miscellaneous	\$850.00 *4602	DEC 1	Processed Cfm # VJSGW-ZK104
Waste Management *2004	Garbage & Recycle	\$443.95 *4602	DEC 1	Processed Cfm # VJWJM-C3CNC
Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	DEC 1	Processed Cfm # VJSGW-ZKCDW
Ottinot Law P.A		\$2,392.00 *4602	NOV 24	Processed Cfm # VLBNK-0WZKN
Carlton Kirby		\$17.11 *4602	NOV 13	Processed Cfm # VKB2Y-S1SYZ
Solitude Lake Management *Lake		\$197.95 *4602	NOV 13	Processed Cfm # VKB21-6SJJD
Broward County Solid Waste Disp & Recycling *Lake		\$37.75 *4602	NOV 3	Processed Cfm # VJB8R-JJS3S
Tedra Allen Adminstrative Assistant	Miscellaneous	\$149.40 *4602	NOV 3	Processed Cfm # VJB5B-Y9CC9
		Total \$14,865.11	<i>Pending, Processing, and Processed payments only, including any fees</i>	

Description	Category	Amount	Deliver By	Status
Waste Management *2004	Garbage & Recycle	\$443.95 *4602	NOV 2	Processed Cfm # VFVCB-G73CP
Tedra Allen Adminstrative Assistant	Miscellaneous	\$850.00 *4602	NOV 1	Processed Cfm # VFR5L-2XBDB
Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	NOV 1	Processed Cfm # VFR5L-2XNF4
Broward Cty Board of Commission *Lake		\$475.30 *4602	OCT 26	Processed Cfm # VHHPP-3LWYD
Ottinot Law P.A		\$2,185.00 *4602	OCT 26	Processed Cfm # VHJ2M-PXF15
Solitude Lake Management *Lake		\$197.50 *4602	OCT 26	Processed Cfm # VHHNZ-J9WC9
Sun Sentinel *5892	Newspaper/Books	\$1,579.00 *4602	OCT 26	Processed Cfm # VHHN6-F9W3K
Ray Nyhuis	Miscellaneous	\$480.00 *4602	OCT 13	Processed Cfm # VG2K7-38RQR
Solitude Lake Management *Lake		\$197.95 *4602	OCT 13	Processed Cfm # VG2KD-HTR87
Tedra Allen Adminstrative Assistant	Miscellaneous	\$149.40 *4602	OCT 6	Processed Cfm # VFP7Q-CDZ0D
Waste Management *2004	Garbage & Recycle	\$443.95 *4602	OCT 2	Processed Cfm # VBLVL-3CMXX
Ottinot Law P.A		\$1,817.00 *4602	SEP 29	Processed Cfm # VDWW6-ZK658
		Total \$14,865.11	<i>Pending, Processing, and Processed payments only, including any fees</i>	

	Description	Category	Amount	Deliver By	Status
	Tedra Allen Adminstrative Assistant	Miscellaneous	\$850.00 *4602	SEP 29	Processed Cfm # VBHVF-7CTG3
	Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	SEP 29	Processed Cfm # VBHVF-7D84H
			Total \$14,865.11	<i>Pending, Processing, and Processed payments only, including any fees</i>	

Showing 1 - 23 of 23 payments

Prev 1 Next

Ottinot Law, P.A.

5944 Coral Ridge Drive, PM#201
Coral Springs, Florida 33071

INVOICE

Invoice # 628
Date: 11/14/2023
Due On: 12/14/2023

Village of Lazy Lake
225
Lazy Lake, Florida 33305

00101-Village of Lazy Lake

General Municipal Services

Type	Date	Notes	Quantity	Rate	Attorney	Total
Service	10/02/2023	Emailed signed ILA resolution to Tedra Allen; emailed update to Rhonda Hasan; and mailed ILAs to the City of Ft. Lauderdale; called Bill Bson regarding financial statements	0.50	\$230.00	Pamala Ryan	\$115.00
Service	10/09/2023	Received, reviewed and responded to emails from Abbey Roberson concerning submittal of the financial DR-422 form; contacted Mayor Willard regarding next steps; contacted the TRIM staff at the Dept. of Revenue (left a message for Wyatt Peters)	0.50	\$230.00	Pamala Ryan	\$115.00
Service	10/09/2023	Called Keefe McCullough firm for the second time to speak with Bill Benson/ Kaitlin Chubeck regarding financial statements (July 19th was last correspondence); reviewed website and sent an email to several members of the firm on non-responsiveness	0.50	\$230.00	Pamala Ryan	\$115.00
Service	10/10/2023	Spoke to Bill Benson; spoke to Wyatt Peters, reviewed updated emails and emailed Broward County concerning DR-422 form	0.50	\$230.00	Pamala Ryan	\$115.00
Service	10/11/2023	Reviewed several emails on DR-422 form; responded	0.30	\$230.00	Pamala Ryan	\$69.00
Service	10/17/2023	Received, reviewed and responded to emails from Ft. Lauderdale on signing of interlocal agreement; reviewed several emails regarding eTrim notifications	0.40	\$230.00	Pamala Ryan	\$92.00
Service	10/18/2023	Reviewed advertising for budget emails; reviewed more eTrim information	0.20	\$230.00	Pamala Ryan	\$46.00

Service	10/23/2023	Received, reviewed and responded to emails from Mayor Willard on the FPL Franchise Agreement; briefly reviewed documents; emailed Juliet Roulhac with FPL	0.60	\$230.00	Pamala Ryan	\$138.00
Service	10/24/2023	Received and reviewed email from Dana Merritt; phone conference with Ryan Lusk, a building inspector; reviewed inspection sheet from Tedra Allen and compared with vacation rental ordinance	0.70	\$230.00	Pamala Ryan	\$161.00
Service	10/25/2023	Phone conference with Mayor Willard on assignments and updates on potential agenda items; drafted a detailed assignment email; emailed Bill Benson on finalizing documents; Drafted an email to Dana Merritt on vacation rentals; reviewed several emails from Mayor Willard following up on our discussion	2.10	\$230.00	Pamala Ryan	\$483.00
Service	10/27/2023	Reviewed several emails regarding vacation rentals; reviewed supervisor of elections qualifying dates and emailed information to Mayor Willard and Tedra Allen; reviewed responses; analyzed vacation rental inspection sheet provided by Tedra Allen and compared it with Village ordinance and resolution	1.40	\$230.00	Pamala Ryan	\$322.00
Service	10/30/2023	Continued updating inspection sheet by making it consistent with the vacation rental ordinance, Broward County's noise ordinance, Florida Statutes on pools, etc. after reviewing both laws; emailed revised inspection sheet to Mayor Willard and Tedra Allen for review	1.90	\$230.00	Pamala Ryan	\$437.00
Service	10/31/2023	Reviewed Form 6 information which goes into effect Jan. 2024; called the commission on ethics regarding effect of Form 6 on municipal officers	0.80	\$230.00	Pamala Ryan	\$184.00

Quantity Subtotal	10.0
Quantity Total	10.0
Subtotal	\$2,190.00
Total	\$2,190.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
628	12/14/2023	\$2,392.00	\$0.00	\$2,392.00	
				Outstanding Balance	\$2,392.00
				Total Amount Outstanding	\$2,392.00

Please make all amounts payable to: Ottinot Law, P.A.

Please pay within 30 days.

Final Details for Order #111-4683849-7790648

[Print this page for your records.](#)

Order Placed: October 13, 2023

Amazon.com order number: 111-4683849-7790648

Order Total: \$17.11

Shipped on October 14, 2023

Items Ordered	Price
1 of: <i>AmSecu Universal Camera Mount Bracket for CCTV Camera and Security Cameras Outdoor/Indoor Camera Wall Mount Bracket Compatible with Most Security Camera enclosure's/housing Box Camera CCTV (1 Pack)</i>	\$15.99
Sold by: NetView (seller profile) Product question? Ask Seller	
Supplied by: NetView (seller profile)	
Condition: New	

Shipping Address:

Warren Nadeau
2210 LAZY LN
LAZY LAKE, FL 33305-1034
United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Mastercard ending in 4067

Item(s) Subtotal: \$15.99
Shipping & Handling: \$0.00

Billing address

Warren Nadeau
2210 LAZY LN
LAZY LAKE, FL 33305-1034
United States

Total before tax: \$15.99
Estimated tax to be collected: \$1.12

Grand Total: \$17.11

Credit Card transactions

MasterCard ending in 4067: October 14, 2023: \$17.11

To view the status of your order, return to [Order Summary](#).

Ottinot Law, P.A.

5944 Coral Ridge Drive, PM#201
Coral Springs, Florida 33071

INVOICE

Invoice # 606
Date: 10/17/2023
Due On: 11/16/2023

Village of Lazy Lake
225
Lazy Lake, Florida 33305

00101-Village of Lazy Lake

General Municipal Services

Type	Date	Notes	Quantity	Rate	Attorney	Total
Service	09/04/2023	Reviewed items for upcoming agenda and emailed Bill Benson on budget matters; emailed Tedra Allen regarding inspection checklist	0.30	\$230.00	Pamala Ryan	\$69.00
Service	09/06/2023	Received, reviewed and responded to emails from Mayor Willard on agenda and budget items; drafted 2 resolutions for the budget after reviewing budgets over the years; drafted a proposed agenda; emailed all prepared documents to Mayor Willard, Tedra Allen and Bill Benson with requests for more information	2.50	\$230.00	Pamala Ryan	\$575.00
Service	09/07/2023	Reviewed agenda for 9/14/23 meeting sent from Tedra Allen; commented regarding same; emailed Ft. Lauderdale regarding interlocal agreement and received response	0.40	\$230.00	Pamala Ryan	\$92.00
Service	09/14/2023	Received, reviewed and responded to emails from Tedra Allen on inspection check off list for vacation rentals	0.10	\$230.00	Pamala Ryan	\$23.00
Service	09/14/2023	Participated in Village Council Meeting	0.90	\$230.00	Pamala Ryan	\$207.00
Service	09/22/2023	Received, reviewed and responded to email from the Film Permitting Commission regarding determination on interlocal agreement; emailed Ft. Lauderdale regarding final ILA for Fire Services	0.20	\$230.00	Pamala Ryan	\$46.00
Service	09/24/2023	Prepared millage rate resolution; prepared budget adoption resolution; prepared resolution for fire protection services; prepared draft agenda; emailed all documents to Mayor Willard and Tedra	3.00	\$230.00	Pamala Ryan	\$690.00



PO Box 8023
 Willoughby, OH 44096
 adbilling@tribpub.com
 844-348-2441

Invoice Details

Billed Account Name: Village Of Lazy Lakes
 Billed Account Number: CU00155892
 Invoice Number: 080138720000
 Invoice Amount: \$1,579.00
 Billing Period: 09/01/23 - 09/30/23
 Due Date: 10/30/23



INVOICE

Page 1 of 2

Invoice Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
09/23/23	SSC80138720	Classified Listings, Display, Online budget summary 7500658				789.50
09/23/23	SSC80138720	Classified Listings, Display, Online proposed tax increase 7500660				789.50

Invoice Total: \$1,579.00

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
1,579.00	0.00	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.



PO Box 8023
 Willoughby, OH 44096

Remittance Section

Billed Period: 09/01/23 - 09/30/23
 Billed Account Name: Village Of Lazy Lakes
 Billed Account Number: CU00155892
 Invoice Number: 080138720000

Return Service Requested

8422000208 PRESORT 208 1 SP 0.630 P3C1

VILLAGE OF LAZY LAKES
 ACCOUNTS PAYABLE
 2250 LAZY LANE
 FORT LAUDERDALE FL 33305-1034

For questions regarding this billing, or change of address notification, please contact Customer Care:

Sun Sentinel
 PO Box 8023
 Willoughby, OH 44096



Allen for review

Service	09/27/2023	Per Ft. Lauderdale, finalized the interlocal agreement with dates, compared documents and sent email to all parties with next steps; reviewed agenda and items in preparation for meeting	1.10	\$230.00	Pamala Ryan	\$253.00
Service	09/28/2023	Attended Village Council Meeting	1.00	\$230.00	Pamala Ryan	\$230.00

Quantity Subtotal 9.0

Quantity Total 9.0

Subtotal \$2,185.00

Total \$2,185.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
606	11/16/2023	\$2,185.00	\$0.00	\$2,185.00
Outstanding Balance				\$2,185.00
Total Amount Outstanding				\$2,185.00

Please make all amounts payable to: Ottinot Law, P.A.

Please pay within 30 days.



Tedra Allen <admin@lazylakefl.us>

Reimbursement

2 messages

Richard Willard <rwillard@lazylakefl.us>
To: Tedra Allen <admin@lazylakefl.us>

Wed, Oct 4, 2023 at 1:52 PM

Hi Tedra. Please reimburse Ray Nyhuis \$305 for replacing a broken street lamp & \$175 for mulch at the entry to Lazy Lane.

Thanks,

Richard

Sent from my iPhone

Tedra Allen <admin@lazylakefl.us>
To: Richard Willard <rwillard@lazylakefl.us>

Thu, Oct 5, 2023 at 9:04 AM

Will do.

[Quoted text hidden]

Ottinot Law, P.A.

5944 Coral Ridge Drive, PM#201
Coral Springs, Florida 33071

INVOICE

Invoice # 587
Date: 09/22/2023
Due On: 10/22/2023

Village of Lazy Lake
225
Lazy Lake, Florida 33305

00101-Village of Lazy Lake

General Municipal Services

Type	Date	Notes	Quantity	Rate	Attorney	Total
Service	08/03/2023	Received and reviewed email from a real estate agent inquiring about zoning for properties; emailed Mayor Willard regarding same	0.20	\$230.00	Pamala Ryan	\$46.00
Service	08/04/2023	Received, reviewed and responded to email from Tedra Allen on website and adding the vacation rental information; reviewed the website	0.30	\$230.00	Pamala Ryan	\$69.00
Service	08/06/2023	Received, reviewed and responded to email from Tedra Allen requesting signed vacation rentals resolution; emailed same	0.20	\$230.00	Pamala Ryan	\$46.00
Service	08/06/2023	Emailed Proposed tax information from Broward County for TRIM Notices to Bill Benson, etc.	0.20	\$230.00	Pamala Ryan	\$46.00
Service	08/06/2023	Received, reviewed and responded to email from Rhonda Hasan concerning the a few more changes to the interlocal agreement for fire; reviewed and made additional comments; emailed Ms. Hasan; emailed Mayor Willard	0.50	\$230.00	Pamala Ryan	\$115.00
Service	08/07/2023	Received, reviewed and responded to email from Rhonda Hasan concerning the final interlocal agreement for fire; reviewed and made additional comments, finalizing the agreement; emailed Ms. Hasan; emailed Mayor Willard	0.30	\$230.00	Pamala Ryan	\$69.00
Service	08/07/2023	Called Waste Management regarding existing agreement with the Village; spoke to Barbara Herrera and the Village's contact Andres Limones Cruz regarding the extension; reviewed documents sent by	0.50	\$230.00	Pamala Ryan	\$115.00

Waste Management						
Service	08/08/2023	Emailed Waste Management documents to Mayor Willard and emailed Eliner Knight, Broward County Solid Waste on status of agreement between the Village and Waste Management	0.20	\$230.00	Pamala Ryan	\$46.00
Service	08/16/2023	Received, reviewed and responded to emails from Mayor Willard regarding Disclosure Form 1 & 6; reviewed emails on audit and vacation rentals	0.30	\$230.00	Pamala Ryan	\$69.00
Service	08/16/2023	Emailed Kristabel Moore regarding Floodplain ordinance status; emailed Michael Ruiz regarding E- 911 extension agreement	0.20	\$230.00	Pamala Ryan	\$46.00
Service	08/18/2023	Reviewed the Village's 1988 comprehensive plan on the Department of Economic Opportunity's website; emailed realtor Oliver Bautista regarding the information (copied Mayor Willard and Tedra Allen)	0.30	\$230.00	Pamala Ryan	\$69.00
Service	08/18/2023	Called Barbara Powell Deputy Bureau Chief of DEO regarding EAR notification letter; left a detailed message	0.10	\$230.00	Pamala Ryan	\$23.00
Service	08/21/2023	Emailed BSO officers the vacation rental ordinance and other documents as requested at village council meeting	0.20	\$230.00	Pamala Ryan	\$46.00
Service	08/21/2023	Emailed Broward County officials the letter to residents and confirmed the Village will be seeking enforcement pursuant to interlocal agreements; reviewed comments and forwarded responded	0.30	\$230.00	Pamala Ryan	\$69.00
Service	08/21/2023	Received and reviewed email from Broward County Film Commission regarding its interlocal agreement and forwarded to Mayor Willard	0.10	\$230.00	Pamala Ryan	\$23.00
Service	08/23/2023	Received, reviewed and responded to emails from Maite Azcoitia regarding setting up a meeting to discuss the reach of the interlocal agreements; reviewed the interlocal agreements	0.40	\$230.00	Pamala Ryan	\$92.00
Service	08/23/2023	Phone conference with Bruce Connolly, former Mayor of Lazy Lake, requesting a copy of the charter and information regarding Lazy Lane being a private road; reviewed information and emailed	0.30	\$230.00	Pamala Ryan	\$69.00
Service	08/23/2023	Drafted a list of outstanding items for	0.30	\$230.00	Pamala Ryan	\$69.00

		consideration by the Village Council and emailed to Mayor Willard and Tedra Allen				
Service	08/23/2023	Phone conference with Mayor Willard regarding meeting with Broward County representatives and discussed upcoming agenda items	0.50	\$230.00	Pamala Ryan	\$115.00
Service	08/25/2023	Phone conference/teams meeting with Maite Azcoitia and other Broward County team members to discuss the inspections for the vacation rentals ordinance; drafted an email memorializing the discussion	0.50	\$230.00	Pamala Ryan	\$115.00
Service	08/25/2023	Emailed Bill Benson on status of Annual Financial Report as requested by the state auditor	0.10	\$230.00	Pamala Ryan	\$23.00
Service	08/28/2023	Received, reviewed and responded to phone calls and emails from Veteran's United regarding Lazy Lane as a private road; forwarded to Mayor Willard	0.20	\$230.00	Pamala Ryan	\$46.00
Service	08/30/2023	Emailed Asst. County Attorney Annika Ashton regarding information on Lazy Lane; reviewed and responded to email from Fran Gilmore regarding Lazy Lane and questions of ingress/egress	0.20	\$230.00	Pamala Ryan	\$46.00
Service	08/30/2023	Drafted resolution for E 911 2nd Amendment with Broward County and emailed questions; reviewed all backup information and emailed E911 documents to Tedra Allen for placement on the agenda; reviewed past budget resolutions in preparation for placement on the agenda	1.50	\$230.00	Pamala Ryan	\$345.00

Quantity Subtotal	7.9
Quantity Total	7.9
Subtotal	\$1,817.00
Total	\$1,817.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
587	10/22/2023	\$1,817.00	\$0.00	\$1,817.00

Outstanding Balance	\$1,817.00
Total Amount Outstanding	\$1,817.00

Please make all amounts payable to: Ottinot Law, P.A.

Please pay within 30 days.

ORDINANCE NO. 000-01

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO PROVIDING MONTHLY PAYMENTS TO THE VILLAGE OF LAZY LAKE PROVIDING A REPEALER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Lazy Lake (the "Village"), Florida recognizes that the Village and its citizens need and desire the continued benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Village does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company ("FPL") is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between the Village and FPL, the terms of which are set forth in Ordinance No. 95-3, which was passed and adopted September 19, 1995, granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("Current Franchise Agreement"); and

WHEREAS, FPL and the Village desire to enter into a new agreement ("New Franchise Agreement") providing for the payment of fees to the Village in exchange for the

nonexclusive right and privilege of supplying electricity and other services within the Village free of competition from the Village, pursuant to certain terms and conditions, and

WHEREAS, the Village Council deems it to be in the best interest of the Village and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA

Section 1. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Village of Lazy Lake, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable

egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal six (6) percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed six (6) percent of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited, as in the Current Franchise Agreement, to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customers' facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 7. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days' advance written notice of its intent to terminate. Such notice shall, without

prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this New Franchise Agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days' advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may

terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this New Franchise Agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the Current Franchise Agreement embodied in Ordinance No. 95-3.

Section 12. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 13. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 14. Ordinance No. 95-3, passed and adopted September 19, 1995 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 15. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this _____ day of _____, 2023.

PASSED AND ADOPTED on second reading this _____ day of _____, 2024.

VILLAGE OF LAKE LAKE, FLORIDA

By: _____
Mayor

ATTEST:

By: _____
Tedra Allen, MMC
Administrative Assistant

**FIRST READING
ROLL CALL**

Mayor Willard _____
Councilman Nyhuis _____
Councilman Kaufman _____
Councilman Colby _____
Councilman Grenell _____
Councilman Strusinski _____

**SECOND READING
ROLL CALL**

Mayor Willard _____
Councilman Nyhuis _____
Councilman Kaufman _____
Councilman Colby _____
Councilman Grenell _____
Councilman Strusinski _____

APPROVED AS TO FORM AND LEGALITY _____

Pamala H. Ryan, Esq.
Village Attorney

September 1, 1995

ORDINANCE NO. 95-3

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF LAZY LAKES, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE VILLAGE OF LAZY LAKES:

Section 1. There is hereby granted to Florida Power & Light Company (herein called the "Grantee"), its successors and assigns, the non-exclusive right, privilege or franchise to construct, maintain and operate in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the Village of Lazy Lakes, Florida (herein called the "Grantor") and its municipal successors, in accordance with established practice with respect to electrical construction and maintenance, for the period of thirty (30) years from the date of acceptance hereof, electric light and power facilities (including conduits, poles, wires and transmission lines, and, for its own use, telephone and telegraph lines) for the purpose of supplying electricity to the Grantor and its municipal successors, and inhabitants, and persons and corporations beyond the limits thereof.

Section 2. As a condition precedent to the taking effect of this grant, the Grantee shall have filed its acceptance hereof with the Grantor's Clerk within thirty (30) days hereof.

Section 3. The facilities of the Grantee shall be so located or relocated and so erected as to interfere as little as possible with traffic over said streets, alleys, bridges and public places, and with reasonable egress from and ingress to abutting property. The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body of the Grantor may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and service. When any portion of a street is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the Grantee at its expense and in a condition as good as it was at the time of such excavation.

Section 4. Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 5. All rates and rules and regulations established by the Grantee from time to time shall at all times be reasonable and the Grantee's rates for electricity shall at all times be subject to such regulation as may be provided by law.

Section 6. No later than sixty (60) days after the first anniversary date of this grant, and no later than sixty (60) days after each succeeding anniversary date of this grant, the Grantee, its successors and assigns, shall have paid to the Grantor and its successors an amount which added to the amount of all taxes as assessed, levied, or imposed (without regard to any discount for early payment or any interest or penalty for late payment), licenses, and other impositions levied or imposed by the Grantor upon the Grantee's electric property, business, or operations, and those of the Grantee's electric subsidiaries for the preceding tax year, will equal six percent of the Grantee's revenues from the sale of electrical energy to residential, commercial and industrial customers within the corporate limits of the Grantor for the twelve (12) fiscal months preceding the applicable anniversary date.

Section 7. Payment of the amount to be paid to the Grantor by the Grantee under the terms of Section 6 hereof shall be made in advance by estimated monthly installments commencing ninety (90) days after the effective date of this grant. Each estimated monthly installment shall be calculated on the basis of ninety (90%) percent of the Grantee's revenues (as defined in Section 6) for the monthly billing period ending sixty (60) days prior to each scheduled monthly payment. It is also understood that for purposes of calculating each monthly installment, all taxes, licenses, and other impositions shall be estimated on the basis of the latest data available for all such amounts imposed on the Grantee, before being prorated monthly. The final installment for each fiscal year of this grant shall be adjusted to reflect any underpayment or overpayment resulting from estimated monthly installments made for said fiscal year.

Section 8. As a further consideration of this franchise, the Grantor agrees not to engage in the business of distributing and selling electricity during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this ordinance shall be grounds for forfeiture of this grant, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until a court of competent jurisdiction (with right of appeal in either party) shall have found that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six (6) months after the final determination of the question to make good the default before a forfeiture shall result with the right in the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Should any section or provision of this ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall affect the validity of the remainder and the franchise agreement shall be declared to be invalid.

Section 11. That all ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 12. This ordinance shall take effect on the date upon which the Grantee files its acceptance.





PASSED First Reading this 5 day of September, 1995.

PASSED Second and Final Reading this 19 day of September, 1995.

Signed 
President of Village Council

ATTEST:

 Village Clerk





Members of Village Council

CERTIFICATE

IN CONNECTION WITH ORDINANCE NO. 95-3, BEING AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF LAZY LAKE, AND PROVIDING FOR AN EFFECTIVE DATE, I HEREBY CERTIFY AS FOLLOWS:

a. The Village Council met on September 5, 1995 when proposed ordinance No. 95-3 granting a franchise to Florida Power and Light Company was read (by title/in full) for the first time. It was agreed to read it for the second time on September 19, 1995.

On September 19, 1995, the Village Council me and Ordinance No. 95-3 was read (by title/in full) for the second time. Those present were:

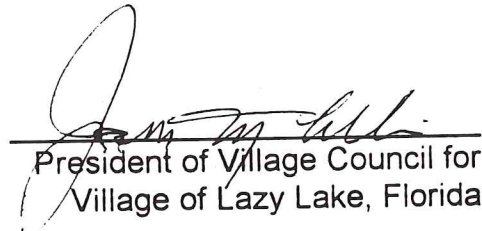
Joe McCallion, President of the Village Council
Betty Bailey, Village Council member
Arthur Westergren, Village Council member
Tim Ford, Village Council member
Joseph Fodera, Village Council member
John Heckathorne, Village Clerk
Dr. Bill Bailey, Mayor

The ordinance was adopted as Ordinance No. 95-3

b. On September 8, 1995, following passage at first reading, notice of proposed enactment of Ordinance No. 95-3 was mailed to the residents of the Village of Lazy Lake and the Ordinance No. 95-3 as proposed and adopted was maintained for inspection by the public at Village of Lazy Lake.

c. Upon final passage on September 19, 1995, Ordinance No. 95-3 was signed by the Presiding Officer of the Village Council and Village Clerk of the Village of Lazy Lake and recorded in a book kept for that purpose, and the respective votes of each member of the Village Council were recorded in the record of the meeting.

This 19th day of September, 1995.


President of Village Council for
Village of Lazy Lake, Florida

ACCEPTANCE OF ELECTRIC FRANCHISE
ORDINANCE NO. 95-3
BY FLORIDA POWER & LIGHT COMPANY

VILLAGE OF LAZY LAKE, FLORIDA

October __, 1995

Florida Power & Light Company hereby accepts the electric franchise in the Village of Lazy Lake, Florida, granted by Ordinance No. 95-3, being:

"AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF LAZY LAKE, AND PROVIDING FOR AN EFFECTIVE DATE"

which was passed and adopted on September 19, 1995.

This instrument is filed with the Village Clerk of the Village of Lazy Lake, Florida in accordance with the provisions of Section 2 of said ordinance.

FLORIDA POWER & LIGHT COMPANY

ATTEST:

BY J. J. Petillo
Vice President

Jean A. Howard
Assistant Secretary

I HEREBY ACKNOWLEDGE receipt of the above Acceptance of Electric Franchise Ordinance No. 95-3 by Florida Power & Light Company, and certify that I have filed the same for record in the permanent files and records of the Village of Lazy Lake, Florida on this 6 day of November, 1995.

John D. Hecker, Clerk
President of Village Council for Village for
Lazy Lake, Florida

FPL's Franchise Fee Payment Calculation (Estimate)
New Franchise Agreement - Lazy Lake

Current franchise fee rate is 6%

New Contract Terms ¹:
 Franchise Fee + Permits/Fees = 6% of specified revenue (less uncollectibles)

\$	2,502
	2,502
\$	-

Example:

Revenue Type	Current Franchise Agreement Rate is 6%	New Agreement
Residential	\$ 41,403	41,403
Commercial	290	290
Industrial	-	-
Total Revenue ²	\$ 41,693	41,693
Less: Uncollectibles(-	-
Net Revenue	\$ 41,693	41,693
	x 6%	x 6%
6% / 6% of net revenue	\$ 2,502	2,502
Other payments by FPL:		
Permits/Fees	\$ -	\$ -
Property Taxes	-	-
Franchise Fees	\$ 2,502	\$ 2,502

This is the increased amount that would be passed on to the city's franchise customers.

- Under the current Franchise agreement³ - a typical residential bill for 1,000 kWh is \$144.15; \$8.15 of that is for franchise fees and \$0.00 is for municipal taxes.
- Under the new Franchise agreement³ - a typical residential bill for 1,000 kWh would be \$144.15; \$8.15 of that is for franchise fees and \$0.00 is for municipal taxes.

Currently the Franchise Agreement rate is 6%. Under the new agreement, the average residential customer would see a monthly increase in their bill of \$0 per month.

Summary:

Current Contract Terms ¹:

Franchise Fee + Permits/Fees = 6% of specified revenue					
2,502	+	-	+	-	=
					2,502 (Total payments)

New Contract Terms ¹:

Franchise Fee + Permits/Fees = 6% of specified revenue					
2,502	+	-	=	2,502	+
					-
					=
					2,502 (Total payments)

¹ Current Contract Terms calls for the Permits/Fees to be deducted from the payment. This analysis assumes that the Permit & Fees will continue to be deducted under the new contract.

² Franchise revenues for the period of Jan 2022- Dec 2022.

³ Rate Comparisons based on Rates from FPL.com, updated July 2023

RESOLUTION NO. 2023-11

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO RENEW THE PIGGYBACK AGREEMENT FOR ONE YEAR WITH DRC EMERGENCY SERVICES FOR DISASTER DEBRIS REMOVAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Village of Lazy Lake (“Village”) entered into a Piggyback Agreement (“Agreement”) with DRC Emergency Services (“Contractor”) on June 14, 2022, for disaster debris removal services after piggybacking off of an agreement between the Town of Pembroke Park and Contractor, said Agreement to expire on December 30, 2022; and

WHEREAS, the Village renewed the Agreement for one year, with an expiration date of December 30, 2023; and

WHEREAS, the Village has the sole discretion to renew the Agreement for an additional one-year term; and

WHEREAS, the Village wishes to renew the Agreement for one year, with an expiration date of December 30, 2024, under the same terms and conditions; and

WHEREAS, the Mayor will execute the renewal letter sent by Contractor after approval of this Resolution.

NOW, THEREFOR, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and incorporated herein.

Section 2. The Village Council hereby authorizes the Mayor to execute a letter of renewal from Contractor, which will renew the Agreement for an additional one-year term, with an expiration date of December 30, 2024.

Section 3. Should any section, paragraph, sentence, clause, phrase, or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 4. This Resolution shall become effective immediately after passage by the Village Council and by signature by the Mayor.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL this ____ day of _____, 2023.

<u>Council Member</u>	<u>Voice Vote</u>	<u>Absent</u>
Patrick Kaufman	Yea ___ Nay ___	___
Carlton Kirby	Yea ___ Nay ___	___
Ray Nyhuis	Yea ___ Nay ___	___
Jeff Grenell	Yea ___ Nay ___	___
Robert Strusinski	Yea ___ Nay ___	___

SIGNED BY THE MAYOR this _____ day of _____, 2023.

Mayor Richard Willard

ATTEST:

APPROVED AS TO FORM:

Tedra Allen
Village Administrative Assistant

Pamala H. Ryan
Village Attorney



6702 Broadway Blvd., Galveston, Texas 77554
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

November 8, 2023

Richard Willard
Mayor
5944 Coral Ridge Drive, PMB 201
Coral Springs, Florida 33076

Phone: (571) 296-4483
Email: rwillard@lazylakefl.us

Re: Contract Extension between DRC Emergency Services and the Village of Lazy Lake, Florida, for Disaster Debris Removal Services

Dear Mayor Willard:

The Village of Lazy Lake, Florida, contract expires on December 30, 2023. DRC Emergency Services, LLC would like to take this opportunity to offer the Village an extension to the contract between DRC Emergency Services, LLC and the Village of Lazy Lake, Florida, dated June 14, 2022, for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring December 30, 2024

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lwalsh@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and the Village of Lazy Lake, Florida.

Sincerely,

Lisa Walsh
Contracts Manager
Cell: (504) 715-9052

Agreed and Accepted By:
Village of Lazy Lake, Florida

Authorized Signature

Title

Date

RESOLUTION NO. 2022-10

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO RENEW THE PIGGYBACK AGREEMENT FOR ONE YEAR WITH DRC EMERGENCY SERVICES FOR DISASTER DEBRIS REMOVAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Village of Lazy Lake ("Village") entered into a Piggyback Agreement ("Agreement") with DRC Emergency Services ("Contractor") on June 14, 2022, for disaster debris removal services after piggybacking off of an agreement between the Town of Pembroke Park and Contractor, said Agreement to expire on December 30, 2022; and

WHEREAS, the Village has the sole discretion to renew the Agreement for an additional one-year term; and

WHEREAS, the Village wishes to renew the Agreement for one year, with an expiration date of December 30, 2023; and

WHEREAS, the Mayor will send a letter of renewal to Contractor after approval of this Resolution.

NOW, THEREFOR, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and incorporated herein.

Section 2. The Village Council hereby authorizes the Mayor to send a letter of renewal (or other document) to Contractor, which will renew the Agreement for an additional one-year term, with an expiration date of December 30, 2023.


Section 3. Should any section, paragraph, sentence, clause, phrase, or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 4. This Resolution shall become effective immediately after passage by the Village Council and by signature by the Mayor.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL this 16th day of November 2022.


<u>Council Member</u>	<u>Voice Vote</u>		<u>Absent</u>
Patrick Kaufman	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>	<input checked="" type="checkbox"/>
Carlton Kirby	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	<input type="checkbox"/>
Ray Nyhuis	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	<input type="checkbox"/>
Jeff Grenell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	<input type="checkbox"/>
Robert Strusinski	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	<input type="checkbox"/>

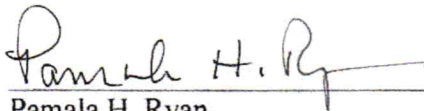
SIGNED BY THE MAYOR this 16th day of November, 2022.


Mayor Richard Willard

ATTEST:

APPROVED AS TO FORM:


Tedra Allen
Village Administrative Assistant


Pamala H. Ryan
Village Attorney

**MAYORAL
CALL AND PROCLAMATION
FOR GENERAL VILLAGE ELECTION**

WHEREAS, the Charter of the Village of Lazy Lake, Florida requires general municipal elections to be held for all Village elective offices every two (2) years, and further requires that that all general and special municipal elections be called by Proclamation of the Mayor;

NOW, THEREFORE, I, MAYOR RICHARD WILLARD, HEREBY CALL AND PROCLAIM:

Section 1: A General Election shall be held on March 19, 2024, for the purpose of (i) electing one resident elector to serve as Mayor and (ii) electing five (5) resident electors to serve as Members of the Village Council of the Village of Lazy Lake, Broward County, Florida. The term of office for the Office of Village Mayor and the Office of Member of the Village Council is two (2) years.

Section 2: The individual elected to the Office of Mayor shall be either (i) the candidate who qualifies and is unopposed at the end of the qualifying period, or (ii) the candidate who is opposed at the end of qualifying and receives the highest number of legal votes cast for the Office of Mayor.

Section 3: The individuals elected to Office of Council Member shall be either (i) where five (5) persons or less qualify as candidates for the Office of Council Member as of the end of the qualifying period, all of those so qualifying, or (ii) where more than five (5) persons qualify as candidates for the Office of Council Member, the candidates receiving the number of legal votes which are equal or greater than the fifth (5) highest number of legal votes cast for any candidate for the Office of Council Member.

Section 4: Candidate qualifying begins at noon on Tuesday, January 2, 2024 and ends at noon on Tuesday, January 9, 2024. Blank forms will be available in advance of the qualifying period on the Village website www.lazylakefl.us.

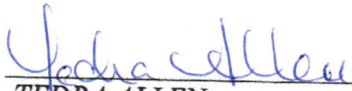
- (a) To qualify, candidates may mail their qualifying documents to Tedra Allen, the Village Qualifying and Election Agent, at 2250 Lazy Lane, Lazy Lake FL 33305. The documents may be postmarked as early as noon on December 20, 2023 but will not be processed until after noon on January 2, 2024. The documents may also be deposited directly into the Village's secure green mailbox located on the west side of Lazy Lane between the entrances to 2240 Lazy Lane and 2260 Lazy Lane. In either event, the documents must be actually received by to noon on January 9, 2024.

(b) *Alternatively, candidates may schedule an appointment with Mrs. Allen during the qualifying period to personally deliver the qualifying documents. Mrs. Allen may be contacted by email at admin@lazylakefl.us or by telephone at 954-756-3155.*

Section 5: The polling places shall be finalized and advertised in accordance with law.

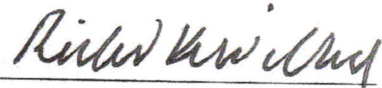
PROCLAIMED THIS 2nd DAY OF December, 2023.

ATTEST:



TEDRA ALLEN

Village Qualifying and Election Agent



MAYOR RICHARD WILLARD

Richard Willard
2240 Lazy Lane
Lazy Lake, Florida 33305

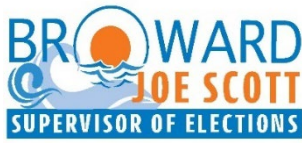
December 2, 2023

I, Richard Willard, hereby resign as Mayor of the Village of Lazy Lake, effective at noon on Friday December 29, 2023.

I thank the members of the Village Council, our Administrative Assistant, and our Attorney for your support during the time I have held this office.

Best wishes for the future,

Richard Willard



Candidate Financial Reporting System Sublicense Agreement for Municipalities

This Candidate Financial Reporting System Sublicense Agreement for Municipalities (“Agreement”) is between the Broward County Supervisor of Elections, a Broward Constitutional Officer (“BCSOE”) and _____, a Florida municipal corporation (“Municipality”), (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. VR Systems, Inc. (“VRS”) is the owner and developer of a financial reporting system software and website (“FRSS”), which permits, among other things, (1) Candidates and Political Committees (as those terms are defined herein) to create and submit electronic financial reports required by municipalities and Florida law; (2) members of the public to access such financial reports; and (3) BCSOE and municipalities to perform certain administrative functions related to financial reporting activities by Candidates and Political Committees (the “Service”).

B. BCSOE and VRS entered into a Candidate Financial Reporting Service, License, Maintenance and Support Agreement (the “License Agreement”), dated September 16, 2019 (Exhibit 1 hereto), which granted BCSOE a license to use and sublicense FRSS and the Service to municipalities located within Broward County on the terms and conditions set forth therein.

C. BCSOE desires to sublicense FRSS and the Service to the Municipality per the terms set forth in the License Agreement and this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless stated otherwise herein, the definitions in the License Agreement shall apply to this Agreement. The following additional terms shall have the following meanings:

a. “Authorized Users” of Municipality means Municipality’s officers, agents, staff members, representatives, and any Candidate or Political Committee granted access to the Service through Municipality solely for the purpose of and to facilitate Municipality’s Permitted Use on the terms and conditions set forth in this Agreement.

b. “Documentation” means user manuals, technical manuals, and other materials provided by VRS, in printed, electronic, or other form, that describe the operation, use, or technical specifications of the FRSS.

c. The terms “Candidate” and “Political Committee” shall have the meanings set forth in Section 106.011, Florida Statutes, as applicable to Municipality’s municipal elections.

2. Scope of Sublicense; Permitted Use. Municipality is hereby granted a nonexclusive, nontransferable, nonsublicensable, revocable, limited sublicense to use and access the Service, subject to the terms and conditions set forth in the License Agreement and the Documentation, for the sole purpose of permitting financial reporting activities by Candidates and Political Committees in connection with Municipality's municipal elections (the "Permitted Use"). FRSS and the Service shall not be used for any other purpose or in any other manner. Except as explicitly provided herein, Municipality shall not provide any other person or entity access, whether directly or indirectly, to FRSS or the Service. Municipality shall require its Authorized Users to use FRSS and the Service only as permitted herein and to comply with the terms of this Agreement and the License Agreement.

3. Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, Municipality shall not reproduce, publish, or license any part of FRSS, the Service, or the Documentation to others. Municipality shall not modify, reverse engineer, disassemble, or decompile FRSS, the Service, the Documentation, or any portion thereof, except (a) to the extent expressly authorized in this Agreement, or (b) to the extent permitted under any applicable open-source license.

4. Access Provided by VRS Upon Notice by BCSOE. Upon execution of this Agreement, BCSOE will notify VRS to permit Municipality's access to FRSS and the Service, and Municipality will be provided with unique credentials for such access. Municipality shall ensure that its Authorized Users comply with all terms and conditions set forth in this Agreement, the License Agreement, and the Documentation. Municipality is fully responsible and liable for any and all unauthorized access to or misuse of FRSS, the Service, or the Documentation. BCSOE or VRS may independently terminate access to Municipality's Authorized Users for failure to comply with the terms of this Agreement or the License Agreement.

5. Documentation and Training. Municipality shall contact and look solely to VRS, and not BCSOE, to obtain the Documentation and any requested training regarding FRSS or the Service, which training shall be as set forth in the License Agreement.

6. Indemnification. Municipality agrees to indemnify, defend, and hold BCSOE harmless for any claims asserted by a third party, whether made by VRS or another entity, arising out of or relating to any breach of this Agreement or the License Agreement by Municipality or any of its Authorized Users, or any other act or omission by Municipality or any of its Authorized Users relating to FRSS, the Service, this Agreement, or the License Agreement. This section shall survive the termination of all performance or obligations under this Agreement.

7. Compliance by Authorized Users. Municipality shall advise its Authorized Users of their obligation to use FRSS and the Service only as permitted under this Agreement and the License Agreement, and shall promptly advise BCSOE in writing if it learns of any unauthorized use. In addition, Municipality agrees to cooperate fully and provide all reasonable assistance to ensure compliance by its Authorized Users with the terms of this Agreement and the License Agreement.

8. VRS Proprietary Rights. FRSS and the Documentation are the sole property of VRS or third-party licensor. Municipality shall not have any right, title, or interest to any such intellectual property except as expressly provided in this Agreement and shall take reasonable steps to secure and protect VRS's proprietary rights consistent with Municipality's obligations under this Agreement.

9. Fee. Municipality will pay BCSOE for use of FRSS and the Service in the amounts set forth in Exhibit 2 hereto, as may be amended from time to time. BCSOE shall invoice Municipality in accordance with Exhibit 2, as may be amended, and Municipality shall pay the invoiced amount within 30 days after the invoice date. If the cost to BCSOE of FRSS or the Service increases, the Parties shall cooperate to amend Exhibit 2 to reflect Municipality's share of the increase in costs to BCSOE.

10. Term. This Agreement begins on the date it is executed by BCSOE ("Effective Date") and continues for one (1) year or until the expiration or termination of the License Agreement, whichever happens first, unless otherwise terminated pursuant to the terms in this Agreement (the "Initial Term"). The Agreement will automatically extend for successive one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated herein unless either Party elects not to renew by sending notice to the other Party at least ten (10) days prior to the expiration of the then-current Term. The Initial Term and any Extension Term(s) as defined herein are collectively referred to as the "Term." All rights and obligations granted in this Agreement shall terminate immediately at the end of the Term.

11. Fiscal Year; Appropriations. The continuation of this Agreement beyond the end of Municipality's or BCSOE's fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

12. Termination. This Agreement may be terminated by either Party for convenience upon at least ten (10) days' prior notice through written notice of termination. In addition, this Agreement may be terminated for cause by BCSOE upon written notice to Municipality if, after receipt of written notice from BCSOE identifying a breach by Municipality, Municipality has not corrected the breach within twenty-four (24) hours. If either Party terminates this Agreement for convenience or if BCSOE terminates this Agreement for cause, Municipality is not entitled to a refund of any amounts paid by Municipality.

13. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

For Supervisor:

Joe Scott, Supervisor of Elections
115 South Andrews Avenue, Room 102
Fort Lauderdale, Florida 33301
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

For Municipality:

E-mail: _____

With a copy to:

E-mail: _____

14. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law. This section shall survive the termination of all performance or obligations under this Agreement.

15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

16. Verification of Employment Eligibility. The Parties are public agencies subject to Section 448.095, Florida Statutes, and, as a condition precedent to the effectiveness of this Agreement, each Party agrees to comply with its respective obligations as provided by law.

17. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law regarding public records.

18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of BCSOE and Municipality. Notwithstanding the foregoing, Municipality agrees to be bound by any duly executed amendments to the License Agreement.

19. Prior Agreements; Application of License Agreement to Municipality; Conflict. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein. In the event of any conflict between this Agreement and the License Agreement, the terms of this Agreement shall prevail and be given effect.

20. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

21. Third-Party Beneficiaries. Neither BCSOE nor Municipality intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

22. Independent Contractor. Municipality is an independent contractor of BCSOE, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Municipality nor its agents shall act as officers, employees, or agents of BCSOE. Contractor shall not have the right to bind BCSOE to any obligation not expressly undertaken by BCSOE under this Agreement.

23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

24. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Candidate Financial Reporting System Sublicense Agreement for Municipalities

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by and through its _____ duly authorized to execute same.

BROWARD COUNTY SUPERVISOR OF ELECTIONS

By: _____
Joe Scott, Broward County Supervisor of Elections

_____ day of _____, 202_

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

Exhibit 1 – The License Agreement

Exhibit 2 –Fees

Annually, beginning with the first invoice period set forth below, Municipality shall pay BCSOE the following amounts within thirty (30) days after receipt of an invoice from BCSOE for the applicable invoice period.

Annual Fee	\$
First Invoice Period	



VILLAGE OF LAZY LAKE VACATION RENTAL INSPECTION CHECKLIST

Property Address

Application Number # of Bedrooms Phone Number #

Type of Inspection Initial Renewal Reinspection

The items below should be available for inspection (Items are checked pass or fail. Failed items require reinspection.)

Pass Fail

A statement advising the occupant that from 7:00 p.m. to 7:00 a.m. daily, any source of sound shall not exceed the L50 sound level limit (55 dBA) or Lmax sound level limit (65 dBA) when measured at or within the real property line of a residential property. See Broward County Code Chapter 27, Article VII.

A statement advising the occupant that all vehicles associated with the vacation rental must be parked on hard surface off-street parking provided on the property, and that no more than one (1) vehicle per bedroom shall be permitted to park on the property.

A statement advising the occupant of the days and times of trash pickup and that no garbage container shall be located at the curb for pickup before 6:00 p.m. of the day prior to pick up, and the garbage container shall be removed from the curb fore midnight of the day of pickup.

A statement advising the occupant that the maximum number of persons shall be limited to two (2) persons per sleeping room plus two (2) additional persons that may sleep in a common area or the maximum number of persons shall not exceed one and one-half (1 ½) times the maximum occupants as shown on the certificate of compliance. In no event shall a gathering exceed twenty (20) persons on any given property.

The following must be posted at a minimum on the back of or next to the main entrance door:

Pass Fail

The Certificate of Compliance.

If there is video and/or audio surveillance, a notice stating same. (Neither surveillance is allowed in areas where one would reasonably expect there to be privacy.)

A placard containing the closest police and fire department names and their emergency and non-emergency phone numbers.

A placard containing the emergency contact/responsible party which shall include the person's name and a telephone number that is accessible twenty-four (24) hours a day seven (7) days a week.

Life Safety, Minimum Housing, and Florida Building Code (Items are checked pass or fail. Failed items require reinspection.)

Pass Fail

A portable fire extinguisher with a classification of 2A:10B:C or higher must be installed on the wall, in an open common area or in an enclosed space with the appropriate marking visibly showing the location. (The extinguisher must be serviced or replaced annually.)

Smoke and carbon monoxide (CO) detection and notification system or alarm system must be interconnected and hard-wired. A 10-year lithium battery smoke alarm may be used in lieu of a hardwired smoke alarm. Smoke alarms shall be installed in each sleeping room and on each additional story.

The perimeter of property, public sidewalk, and swale are free of overgrowth/trash/debris. The landscaping is well maintained.

The required amounts of trash receptacles are available at the property and are stored behind the property line.

If present, trailer, RV or boat, is enclosed in garage or carport that is fully screened from public view.

There are no trip hazards.

Pool Safety Features (Items are checked pass or fail. Failed items require reinspection.)

Pass Fail

Property must comply with Chapter 515, Florida Statutes, by meeting one of the following requirements if a pool, spa, and/or hot tub is present.

A. The pool must be isolated from access to a home by an enclosure that meets the pool barrier requirements of Section 515.29, Florida Statutes.

B. The pool must be equipped with an approved safety pool cover, safety net, or baby fence.

C. All doors and windows providing direct access from the home to the pool must be equipped with an exit alarm that has a minimum sound pressure rating of 85 dB A at 10 feet.

D. All doors and windows providing direct access from the home to the pool must be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor.

E. A swimming pool alarm that, when placed in a pool, sounds an alarm upon detection of an accidental or unauthorized entrance into the water. Such pool alarm must meet and be independently certified to ASTM Standard F2208, titled "Standard Safety Specification for

Residential Pool Alarms,” which includes surface motion, pressure, sonar, laser, and infrared alarms.

Gates that provide access to swimming pools must open outward away from the pool and be self-closing and equipped with a self-latching locking device, the release mechanism of which must be located on the pool side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap.

Notes: Any areas failed must be detailed in this section along with the time frame for compliance.

For an inspection, all violations must be corrected and reinspected within thirty (30) calendar days. Failure to correct such inspection deficiencies in the timeframes provided shall result in the suspension of the vacation rental certification of compliance until such time as the violations are corrected and re-inspected.

The property cannot operate as a short term rental until the certificate of compliance is ISSUED.

There is a \$139.00 fee for each no show.

Inspector

Inspector

Today's Date