

Mayor Ray Nyhuis Council Member Jeff Grenell Council Member Warren Nadeau Council Member William Daugherty Council Member Dana Merrill Council Member Arnie Aliff

COUNCIL MEETING AGENDA SUNSERVE BUILDING CONFERENCE ROOM 2312 Wilton Manors Dr., Wilton Manors, Fl. Tuesday, February 4, 2025, 5:30PM TO PARTIPATE VIA TELEPHONE Dial-in: 1-443-489-6180 Pin: **730 449 611#**

People who wish to speak will be recognized by the Chair during the open public comment portion of the meeting

AGENDA

1. ROLL CALL

2. CONSENT AGENDA ITEMS

- a. October 24, 2024, Village Council Meeting Minutes
- **b.** Ratification of payments made for the following invoices:
 - Invoices paid electronically from October 24, 2024 present day

3. NEW BUSINESS

a. Noise Ordinance

4. **RESOLUTIONS**

a. Resolution 25-01

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF ADMINISTRATION; FILLING THE CHARTER POSITION OF PRESIDENT OF THE VILLAGE COUNCIL; PROVIDING FINDINGS; PROVIDING IMPLEMENTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

5. **DISCUSSION ITEMS**

- a. Tree Trimming
- **b.** Bulk Trash
- c. Lazy Lake Entrance remodel and clean up
- d. Optimization of the Village's Fiscal Security into the Future
 - Master Comprehensive Plan
- **e.** Transitional zoning on 24th Street from Wilton Manors Multi-family to the Lane's Single-family
- f. Ability to invest in short-term interest-bearing accounts
- g. Village bank account authorization

6. PUBLIC COMMENTS



Mayor Ray Nyhuis Council Member Jeff Grenell Council Member Warren Nadeau Council Member William Daugherty Council Member Dana Merrill Council Member Arnie Aliff

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- 7. VILLAGE ATTORNEY COMMENTS
- 8. MAYOR AND COUNCIL COMMENTS
- 9. ADJOURNMENT

VILLAGE OF LAZY LAKE VILLAGE COUNCIL MEETING MEETING MINUTES 2312 WILTON MANORS, FL. 33305 THURSDAY, October 24, 2024 6:30PM

Village Council

Council Member Ray Nyhuis Council Member Jeff Grenell Council Member Warren Nadeau Council Member William Daugherty

In attendance

Tedra Allen – Village Administrator Pamala Ryan – Village Attorney Arnold Aliff

In attendance via telephone

Dana Merrill

1. Roll Call

Mayor Kirby called the meeting to order at 6:31 pm, a quorum was present.

2. Approval of Minutes

September 23, 2024, Village Council Meeting Minutes Council Member Grenell made a motion to approve the September 23, 2024 meeting minutes 2nd by Council Member Nadeau. Motion passed 3-0

3. Consent Agenda

- a. Ratification of payments made for the following invoices:
 - Invoices paid electronically from September 23, 2024 present day.

Council Member Grenell made a motion to approve, 2nd by Council Member Nadeau. Motion passed 3-0

4. New Business

a. Vacant Council Seats

On September 9, 2024, Village Council Member Mark DiPaolo announced his resignation effective immediately. On September 23, 2024, Mayor Carlton Kirby announced his resignation effective September 30, 2024. The Village Charter provides that in case of the absence of the Mayor, the President of the Village Council shall act for the Mayor.

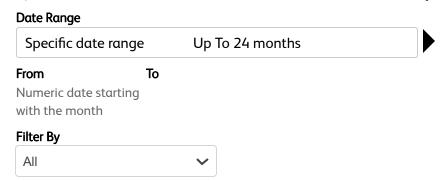
The Village's Administrator was instructed to notice the vacancies on the Village's website and send an email to all residents registered on the Village's email list. Responses were received from Dana Merrill, Arnold Aliff, and Elizabeth Abrahams.

The Village Council President resigned as Council President so that he could be considered for appointment to the Mayor's Office. By unanimous vote, Ray Nynuis was appointed Mayor. The appointment shall be until the March 2026 election

After deliberation and a unanimous vote, Dana Merrill was appointed to fill the vacancy created by the resignation of Council Member Mark DiPaolo. The appointment shall be until the March 2026 election.

After deliberation and a unanimous vote, Arnold Aliff was appointed to fill the vacancy created by the resignation of Council Member Ray Nyhuis. The appointment shall be until the March 2026 election.

Village of La October 24,	zy Lake Minutes
-	<u>Discussion Items</u>
	a. Septic Tank UpdateThe Council discussed the current issue of septic v. sewer, a resolution has not been determined.
6.	Village Attorney comments
7.	Mayor and Council comments
8.	Adjournment 8:03pm
Tedra Allen	, MMC Date Mayor Ray Nyhuis Date



Showing 1 - 23 of 23 payments

Prev 1 Next

Description	Category	Amount	Deliver By ▼	Status
Tedra Allen Adminstrative Assistant	Miscellaneous	\$1,075.48 *4602	JAN 31	Processed Cfm # WYVF3-VGZPW
Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	JAN 31	Processed Cfm # WYVF3-VH9WL
Coastal Waste & Recycling, Inc. *5840		\$450.00 *4602	JAN 30	Processed Cfm # WYN7M-65HW
Broward County Commissioners Solid Waste & Recycling Svcs *Lake	Garbage & Recycle	\$158.00 *4602	JAN 27	Processed Cfm # X0QT2-3B423
Solitude Lake Management *Lake		\$197.95 *4602	JAN 27	Processed Cfm # X0QTF-H492D
Tedra Allen Adminstrative Assistant	Miscellaneous	\$1,075.48 *4602	12/31/24	Processed Cfm # WWC4H-TQPM
Tedra Allen Adminstrative Assistant	Miscellaneous	\$8 50.00 *4602	12/31/24	Canceled Cfm # WVQ2L-7NXCC
Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	12/31/24	Processed Cfm # WVQ2L-7P6RT
Coastal Waste & Recycling, Inc. *5840		\$450.00 *4602	12/30/24	Processed Cfm # WVDP6-TFSJ9
Marcia Fennell		\$1,375.00 *4602	12/13/24	Processed Cfm # WWC2Z-F38W
Ottinot Law P.A		\$2,029.00 *4602	12/13/24	Processed Cfm # WWC2S-42P0L
Ray Nyhuis	Miscellaneous	\$2 61.28 *4602	12/13/24	Processed Cfm # WWC41-838MI
Solitude Lake Management		\$197.95	12/9/24	Processed

Total \$16,441.09 *Pending, Processing, and Processed payments only, including any fees*

Description	Category	Amount	Deliver By	Status
Coastal Waste & Recycling, Inc. *5840		\$450.00 *4602	11/29/24	Processed Cfm # WRCGD-N47H0
Sun Sentinel *5892	Newspaper/Books	\$1,579.00 *4602	11/29/24	Processed Cfm # WTK18-HBP6K
Tedra Allen Adminstrative Assistant	Miscellaneous	\$1,058.20 *4602	11/29/24	Processed Cfm # WRGQT-4D97F
Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	11/29/24	Processed Cfm # WRGQT-4DSBN
FIC of Ft Lauderdale *1816		\$3,099.60 *4602	11/18/24	Processed Cfm # WS746-9KKGB
Solitude Lake Management		\$197.95 *4602	11/12/24	Processed Cfm # WRSYW-PXT7k
Tedra Allen Adminstrative Assistant	Miscellaneous	\$208.20 *4602	11/12/24	Processed Cfm # WRSYJ-NTBSP
Tedra Allen Adminstrative Assistant	Miscellaneous	\$8 50.00 *4602	11/1/24	Processed Cfm # WNFF7-FXS7N
Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	11/1/24	Processed Cfm # WNFF7-FY970
Coastal Waste & Recycling, Inc. *5840		\$450.00 *4602	10/30/24	Processed Cfm # WN3Y3-BTBKX
	Total	\$16,441.09	-	sing, and Processed including any fees

Showing 1 - 23 of 23 payments

Prev 1 Next



Broward County Public Works Department SOLID WASTE AND RECYCLING SERVICES 1 N. University Drive, Suite 400 Plantation, FL 33324

PHONE: 954-765-4999 FAX: 954-474-1910

INVOICE 34095

PAGE Page 1 of 1

DATE 1/2/2025

TERMS Net 30 Days

ACCOUNT NO. ZZ114

Village of Lazy Lake 2250 Lazy Lane Lazy Lake, FL 33305

PLEASE RETURN UPPER HALF WITH PAYMENT.

Date	Ticket	Vehicle #	Location	Product	City	Qty	Rate	Amount	Total
12/28/2024	4933	ANNUAL	1	Bulk Trash and Yard V	Vaste Service	1.00	55.00	55.00	55.00
12/28/2024	4932	ANNUAL	1	Household Hazardous	s Waste Prograr	1.00	89.00	89.00	89.00
12/28/2024	4934	ANNUAL	1	Keep Broward Beautif	ul Program	1.00	14.00	14.00	14.00
Invoice Tota	al					3.00		\$158.00	\$158.00

Total Invoice ----> \$158.00

0911 = SOUTH / 0914 = DEERFIELD WEST TS SUN = WMI TRANSFER STATIONS

Unpaid balances over 30 days will be assessed additional 1% per month.

WASTE CLASS

01 RESIDENTIAL WASTE

02 BULKTRASH 03 TIRES

04 CARS

07 PICKUPS 09 WEIGHT CERTIFICATION WASTE CLASS

10 BOATS 12 COMMERCIAL WASTE

15 CONSTRUCTION MATERIAL16 YARD WASTE20 TRAILERS

DUP. TICKETS COPY CHARGE

MAKE CHECKS PAYABLE TO: BOARD OF COUNTY COMMISSIONERS

REMIT TO: BROWARD COUNTY, FLORIDA

SOLID WASTE AND RECYCLING SERVICES

1 North University Drive Suite 400 Plantation, FL 33324



Village of Lazy Lake 2249 Lazy Lane Lazy Lake, FL 33305

POLICY NUMBER	COMPANY	EFFECTIVE DATE	PREMIUM CHARGE	CREDIT
Renewal of	CNA Insurance			
0250872883 & 0250784089	Company			
Crime			\$402.90	
Directors & Officers			\$2,696.70	
Contact our office for all y				
health or Busines	s. We are a full service ag	ency.		
			Amount	
			Due	
			\$3,099.60	

Please make check payable to <u>FIC OF FT LAUDERDALE, INC.</u>
25% Minimum earned premium at inception. Taxes and fees are non-refundable.

Marcia Fennell Financial Consultant 5311 SW 153 Avenue Miramar, Florida 33027 Phone: 954-494-8599 INVOICE Invoice: 0002 Date: 10/31/2024

To: Village of Lazy Lake 2250 Lazy Lane Lazy Lake, Florida 33305 For:

Financial Services

DESCRIPTION	HOURS	RATE	AMOUNT
Consultation services FY 2025 Budget Preparation for August 1 – October 31, 2024			
Participated in virtual Council meeting to set Millage Rate on August 1, 2024	.50	\$125.00	\$62.50
Certified Millage Rate with Property Appraiser's Office via Florida Department of Revenue OASYS portal. August 2. 2024	.50	\$125.00	\$62.50
Prepared FY2025 Budget Summary and TRIM Advertisement report for Budget Hearings	3.00	\$125.00	\$375.00
Review Budget and Millage rate resolutions for compliance.	.5	\$125.00	\$62.50
Attend virtual First Public Budget Hearing Council meeting on September 9, 2024	.5	\$125.00	\$62.50
Work with Department of Revenue (DOR) and Village staff to ensure Budget AD TRIM compliance	1.00	\$125.00	\$125.00
Attend virtual Final Public Budget Hearing Council meeting on September 23, 2024	.50	\$125.00	\$62.50
Attend virtual DOR OYASYS eTRIM DR422 mandatory training on September 25, 2024	1.00	\$125.00	\$125.00
Completed and certified TRIM forms DR422, DR420MM, DR487V to Property Appraiser, Tax Collector and DOR	2.00	\$125.00	\$250.00

Monitor and respond to correspondences from Property Appraiser, Department of Revenue and Village staff August 1 to October 31, 2024	1.50	\$125.00	\$187.50
TOTAL	\$1,375.00		

Make all checks payable to Marcia Fennell

Ottinot Law, P.A.

INVOICE

5944 Coral Ridge Drive, PM#201 CORAL SPRINGS, FL 33076

Invoice # 837 Date: 12/04/2024 Due On: 01/03/2025

Village of Lazy Lake

00101-Village of Lazy Lake

General Municipal Services

Type	Date	Notes	Quantity	Rate	Attorney	Total
Service	10/11/2024	Discussion with Tedra Allen regarding next meeting; reviewed correspondence from Acting Mayor Ray Nyhuis	0.30	\$230.00	Pamala Ryan	\$69.00
Service	10/14/2024	Reviewed correspondence from Marcia Fennell verifying the all budget information has been verified	0.30	\$230.00	Pamala Ryan	\$69.00
Service	10/18/2024	Reviewed draft agenda for upcoming meeting; added an item to the agenda	0.30	\$230.00	Pamala Ryan	\$69.00
Service	10/23/2024	Reviewed information regarding Mayor Kirby and Council member DiPaolo resignations; reviewed information from charter; drafted resolution regarding filling vacancies	2.00	\$230.00	Pamala Ryan	\$460.00
Service	10/23/2024	Reviewed information from Solid Waste Authority in preparation for discussion with Village Council	0.50	\$230.00	Pamala Ryan	\$115.00
Service	10/24/2024	Reviewed agenda packet and documents in preparation for council meeting including septic tank information, appointment information, and SWA information	1.00	\$230.00	Pamala Ryan	\$230.00
Service	10/24/2024	Attended Village Council Meeting	1.00	\$230.00	Pamala Ryan	\$230.00
Service	10/30/2024	Reviewed letter from the State Auditing Committee and discussed with Marcia Fennell; circulated letter and consulting agreement with Ms. Fennell to council; reviewed information from the Broward County Property Appraiser's office concerning the new state affordable housing exemption	1.00	\$230.00	Pamala Ryan	\$230.00
Service	10/31/2024	Phone conference with Marcia Fennell regarding strategy for dealing with the	0.30	\$230.00	Pamala Ryan	\$69.00

		State of Florida				
Service	11/04/2024	Reviewed data worksheets from the state on financial reporting deadline from League of Cities	0.20	\$230.00	Pamala Ryan	\$46.00
Service	11/13/2024	Discussed dates for next meeting and sent new ethics training registration to Tedra Allen; phone conference with Marcia Fennell regarding the 2021, 2022 and 2023 FY AFR reports and reviewed correspondence to the state auditing committee from Ms. Fennell	0.60	\$230.00	Pamala Ryan	\$138.00
Service	11/20/2024	Phone conference with Marcia Fennell and Mayor Nyhuis on the Village's AFR; reviewed the final TRIM compliance documents from the County	0.30	\$230.00	Pamala Ryan	\$69.00
Service	11/22/2024	Reviewed issue from Carlton Kirby; reviewed authorization to submit AFR forms to state of Florida	0.20	\$230.00	Pamala Ryan	\$46.00
Service	11/25/2024	Reviewed request for final resolution on vacancies; made additional changes on resolution and sent to Tedra Allen for review; reviewed letter from the State Auditing Staff accepting the Village's report and disseminated to council members; discussion with Mayor Nyhuis on Carlton Kirby issue	1.10	\$230.00	Pamala Ryan	\$253.00
Service	11/29/2024	Reviewed pictures and correspondence from Mayor Nyhuis on Carlton Kirby issue; sent to Mr. Kirby	0.20	\$230.00	Pamala Ryan	\$46.00
				Quantity	/ Subtotal	9.3
				Quar	ntity Total	9.3
					Subtotal	\$2,139.00
					Total	\$2,139.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
837	01/03/2025	\$2,139.00	\$0.00	\$2,139.00

Outstanding Balance \$2,139.00

Total Amount Outstanding \$2,139.00

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

Please pay within 30 days.





	INVOIC
Invoice i	
FTL - 14	
Invoice Date	Tracking Number
11/13/2024 12:05:04	
Order Date	ORDER NUMBER
11/13/2024 11:35:45	1443469
Pick Ticket No	Page
1451007	1 of 1

Ship To:

E-mail:

MILTS REMODELING

Attention: **RAY NYHUIS**

915 MIDDLE RIVER DRIVE

FORT LAUDERDALE

MRRNYHUIS@YAHOO.COM

(954) 549-0814 Tel:

Cus	tomer ID	Terms		PO Number	Job Name	Shipped VIA	Eales I	Associate
1	13640	COD			305 Hame	snipped Vix		MINE S.
Ordered	Shipped Re	maining ,	Item ID		Item Description		Your Price	Ext. Price
24	24	0	S21274	SATCO 5.5B11/LED	/930/CL/120V/E12		\$6.25	\$150.00

LBU LIGHTING FORT LAUDERDALE 1290 E OAKLAND PARK BLVD OAKLAND PARK, FL 33334

(954) 563-6667

(954) 563-6755

Email: LBUFTL@LBUGROUP.COM

Tel:

Fax

Subtotals	\$150.00
Total Freight	
Sales Tax	\$10.50
Total	\$160.50
Balance Due	0.00

FL 33304

Payment Details Payment Method Payment Date Payment Amount CC Number Check Number Merch Credit 11/13/2024 CREDIT CARD 160.50 XXXXXXXXXXXXX4158 Authorization Entry Mode Card Type APPROVAL: 03520D - REQUEST ID: 1150751389 CONTACTLESS VISA 11/13/24 12:05:04 PM

THANK YOU FOR SHOPPING AT LBU LIGHTING PLEASE SAVE YOUR RECEIPT FOR RETURN OR EXCHANGE

Merchandise purchased from LBU may be returned or exchanged with the receipt at the store of origin within 30 days of purchase and may be subject to a restocking fee and return freight to the manufacturer. Merchandise must be in its original (resellable) condition and packaging. Refunds will be issued in the tender of purchase. Purchases made by check will be refunded after 14 business days of payment. EXCEPTIONS: Customer Special orders (CSO). Custom Orders, Display Sales, specially marked items and freight & duty charges are not refundable. All Special Order items must be paid in full at time of delivery. All items sold are covered under the manufacturer's limited warranty. LBU is not responsible for any fees or charges associated with installations or removals of fixtures, fans

Customer Signature

Printed Name



PO Box 8023 Willoughby, OH 44096

adbilling@tribpub.com 844-348-2441

Invoice Details

Billed Account Name:
Billed Account Number:
Invoice Number:
Invoice Amount:
Billing Period:
Due Date:

Village Of Lazy Lakes CU00155892 101186225000 \$1,579.00 09/01/24 - 09/30/24 10/30/24

INVOICE

Page 1 of 2

Invoice Details						
Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
09/20/24	SSC101186225	Classified Listings, Display, Online Budget Summary 7693031				789.50
09/20/24	SSC101186225	Classified Listings, Display, Online Proposed Tax Increase 7693038				789.50

Account Summ	ary				
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: 09/01/24 - 09/30/24
Billed Account Name: Village Of Lazy Lakes
Billed Account Number: CU00155892
Invoice Number: 101186225000

Return Service Requested

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

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All orders for (i) print, digital and/or preprint advertising ("Advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available at http://tribpub.com/ad-io-terms and (ii) services other than or in addition to publication and/or insertion of advertisements (such as sponsored content creation, website development, advertising strategy design, and search engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services ("Digital Services Terms and Conditions") available at http://tribpub.com/ad-io-terms. The Standard Terms and Conditions may be updated from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect.

As used in these invoice terms and conditions, tronc, Inc. and any and all of their respective affiliates, as defined in the Ad Publication Terms and Conditions as "Publisher" and in the Digital Services Terms and Conditions as "TI" shall be collectively referred to herein as "Publisher." The Client, as set forth on the face of this invoice, for whose benefit the Advertising Services and/or Creation and Digital Services have been provided, as defined in the Ad Publication Terms and Conditions as "Advertiser" and in the Digital Services Terms and Conditions as "Client," shall be collectively referred to herein as "Advertiser."

FINANCIAL RELATED TERMS

Payments and Disputes

Payment: All invoices shall be paid within 15 days of invoice date or as otherwise stated on the invoice/payment schedule set forth in the Insertion Order or the Statements of Work ("SOWs").

Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Advertiser (or its duly appointed agent) to act on health of its observable agency in a cut on Advertiser's behalf or is otherwise authorized to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Section 24 of the incorporated Ad Publication Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertising Services and/or Creation and Digital Services provided and invoiced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether it receives payment from Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency agrees: (a) Publisher will not be bound by any terms, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the Insertion Order or SOW and place an order with Publisher on behalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the Insertion Order, the SOW, the terms stated in this invoice and the Standard Terms and Conditions. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the Insertion Order or SOW

Credit: Credit privileges may be suspended on any Advertiser account that is not paid in accordance with terms or exceeds approved credit limit. For prepaid Advertiser accounts, payment in the form of check, credit card or ACH must be received in advance of space deadline for Advertiser accounts that have not established credit with Publisher. If the Advertiser's account has established credit terms, payments on such accounts may be made by using a credit card; however, such payments must be made by the due date on the invoice. Payments in excess of \$2,500.00 cannot be paid using a credit card. It is the Advertiser's and its agent's responsibility to advise the Publisher's credit department immediately, via registered mail, of any change in business structure or status.

Pricing: For advertising inserts distributed via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution program(s), quantity billed is based on the delivery quantity requirements provided by Publisher to Advertiser. Delivery quantity requirements are based on an estimate of circulation ordered plus an estimate for non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimated amount for shipment and machine spoilage. Newspaper circulation is variable, therefore, it is recommended that Advertiser or its agent confirm delivery quantity requirements with their advertising sales representative just prior to ordering a print run. However, Publisher shall not be responsible nor provide rate adjustments for shortages or overages in delivery quantity requirements realized through circulation fluctuations or for circulation missed caused by shortages in the Advertiser's insert quantity provided. The terms and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Ads be published are expressly incorporated herein. If there is a conflict between your Insertion Order and the Rate Card, the Insertion Order will control.

Invoice Disputes: Advertiser and its agents waive any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher within a reasonable period not to exceed 10 days.

Late Payment and Collections: Except for invoiced payments that Advertiser or its agent has successfully disputed, Advertiser and the Agency shall be responsible for all costs incurred by Publisher in connection with the collection of any amounts owing hereunder including, without limitation, collection fees, court costs and reasonable attorneys fees.

No Set-Off

Unless otherwise agreed to by all parties, neither Advertiser nor the Agency may set off against amounts due to Publisher under this invoice any amounts owed by Publisher to Advertiser or the Agency.

Taxes

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amount payable by Advertiser or the Agency. Advertiser and the Agency shall be responsible for all such charges, costs and taxes and all amounts paid and payable by Publisher in discharge of the foregoing taxes. This provision shall survive the termination of any agreement between Publisher and the Advertiser or Agency.

Other Services

Except as stated otherwise, payments by or on behalf of Advertiser to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the any agreement between Advertiser and Publisher.

Rate Changes & Postal Changes

Publisher shall have the right to revise the advertising rates for Advertising Services, as set forth in Section 7.3 of the Ad Publication Terms and Conditions, at any time upon notice to Advertiser or the Agency of such rates. Advertiser may terminate its agreement on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser and the Agency shall be liable for Ads published prior to such termination at the "Current Agreement Rate," defined as the billing rate in effect at the time of publication.

If the United States Postal Service implements a postage cost increase at any time, Advertiser and the Agency understand and agree that the advertising rates for Advertising Services shall be adjusted to reflect that increase automatically upon the effective date of the United States Postal Service increase.

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RESOLUTION NO. 2025-01

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF ADMINISTRATION; FILLING THE CHARTER POSITION OF PRESIDENT OF THE VILLAGE COUNCIL; PROVIDING FINDINGS; PROVIDING IMPLEMENTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

Whereas, Article III, Section 2 of the Village Charter provides that in case of sickness, absence, or disqualification of the Mayor, the President of the Village Council can act for such Mayor and perform all of the Mayor's duties; and,

Whereas, Article III, Section 4 of the Village Charter provides that the Village Council shall determine its own rules and order of business; and,

Whereas, <u>Fla. Stat.</u> §166.041(1)(b) (2020) defines the word "Resolution" as meaning "an expression of a governing body concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body"; and,

Whereas, the Village Council has determined that it is appropriate to fill the Charter position of President of the Village Council so that the administrative business of the Village may be executed in the event the Mayor can not perform his or her duties as a result of sickness, absence, or disqualification;

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

Section 1: The foregoing recitals are approved as if set forth herein.				
Section 2:	Village Council Member	is hereby appointed as		
President of	the Council. This appointment shall be	effective until the earlier of March 31,		
2026, or a l	Resolution is adopted by the Council	either rescinding this Resolution or		
appointing a	different Member of the Council as the	Council President.		

<u>Section 3:</u> When the Mayor can not perform his or her duties as a result of sickness, absence, or disqualification, he or she shall advise the Village Administrative Assistant and

the Village Administrative Assistant shall in writing advise the President of the Village Council that he or she shall be the Village Acting Mayor during such time period. In the event the Mayor is unable to make such communication, the Village Council may by Resolution determine that the Mayor can not perform his or her duties as a result of sickness, absence, or disqualification, and thereafter for such disability period, the President of the Village Council shall be the Acting Mayor. In the event of a dispute between the Mayor and Council as to whether the Charter prerequisites have been met for the President of the Village Council to serve the Village as Acting Mayor, the Mayor shall retain his or her Charter authority until the dispute is resolved by Declaratory Judgment or resolved in some alternative manner acceptable to the Mayor and Village Council.

Section 4: During any timeframe that the President of the Council serves the Village as Acting Mayor, he or she shall not be able to exercise any of his or her powers as a Member of the Council.

Section 5: 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 6: 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 4th day of February 2025.

Council Member	Voice Vote	Absent
Jeff Grenell		
Warren Nadeau		
William Daugherty		
Dana Merril		
Arnie Arliff		

SIGNED BY THE MAYOR this 4th day of February 2025.

	Ray Nyhuis	
	MAYOR	
ATTEST:		
Tedra Allen MMC		
VILLAGE ADMINISTRATIVE ASSISTANT		
APPROVED AS TO LEGAL FORM:		
Pamala Ryan		
VILLAGE ATTORNEY		

ESTIMATE

Manley Tree Service 1716 NW 7th Ter Fort Lauderdale, FL 33311 will@manleytrees.com +1 (954) 566-7220 https://manleytrees.com/



Bill to

Raymond Nyhuis Lazy Lake Ship to

Raymond Nyhuis Lazy Lake

Estimate details

Estimate no.: 2115

Estimate date: 01/06/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	 Removal of ficus without grind Trimming smaller shrubs in that area away from side walk below wires side trim multiple poincianas and ficus tree away from lines debris left on site where possible 	1	\$1,900.00	\$1,900.00
			Total			\$1,900.00

Accepted date

Accepted by