

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

COUNCIL MEETING AGENDA
SUNSERVE BUILDING CONFERENCE ROOM
2312 Wilton Manors Dr., Wilton Manors, FL.
Thursday, June 19, 2025, 6:30 PM

TO PARTICIPATE 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. PRESENTATIONS

- a. Compass Florida

3. CONSENT AGENDA ITEMS

- a. May 1, 2025, Village Council Meeting Minutes
- b. Ratification of payments made for the following invoices:
 - Invoices paid electronically from May 1, 2025, - present day

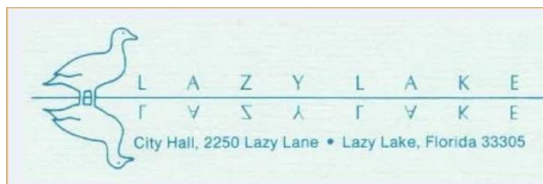
4. DISCUSSION ITEMS

- a. Construction Ordinance
- b. 51% Letter – Broward County JAG Program
- c. 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (3rd Amendment)
- d. Improving Communication & Confirmation Protocols
- e. Form 1 Financial Interest Disclosure
- f. Ethics Certification

5. ORDINANCES – 1ST Reading

a. Ordinance 25-02

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, AMENDING ITS FLOODPLAIN MANAGEMENT ORDINANCE TO IDENTIFY THE EFFECTIVE DATE OF THE REVISED FLOOD INSURANCE STUDY AND RATE MAPS; TO IDENTIFY THE MAYOR AS THE FLOODPLAIN ADMINISTRATOR; TO UPDATE THE DEFINITION OF MARKET VALUE AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



Mayor Ray Nyhuis
Council Member Arnie Aliff
Council Member Jeff Grenell
Council Member Warren Nadeau
Council Member William Daugherty
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COUNCIL MEETING AGENDA
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2312 Wilton Manors Dr., Wilton Manors, FL.
Thursday, June 19, 2025, 6:30 PM

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6. **PUBLIC COMMENTS**
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, May 1, 2025
6:30 PM**

Council Present

Mayor Ray Nyhuis
Councilmember Arnold Aliff
Councilmember Jeff Grenell
Councilmember Warren Nadeau
Councilmember William Daugherty
Councilmember Dana Merrill – via Telephone

In Attendance

Tedra Allen, Village Clerk
Pamala Ryan, Village Attorney

1. ROLL CALL

The meeting was called to order at 6:32 p.m. quorum was determined.

2. CONSENT AGENDA ITEMS

- a. Approval of March 27, 2025, Village Council Meeting Minutes
- b. Ratification of electronic invoice payments from March 27, 2025, to present.
Motion by Councilmember Grenell, seconded by Councilmember Aliff. Motion passed 5-0

3. DISCUSSION ITEMS

- a. Tree bench quotes
Discussed placing a bench in the public access area on the Lane. Decision was withdrawn.
Motion by Councilmember Merrill to approve a quote of \$2,900 for tree removal on the Lane, seconded by Councilmember Grenell. Failed 2-3 (Nadeau, Aliff, Daugherty opposed).
- b. Speed bump quotes
Discussion was withdrawn

May 1, 2025

- c. Finalization of resolution for construction hours regulation and have recorded with the County.

Village Attorney to draft an ordinance regulating construction hours, excluding Sundays.

The Council directed the Village Attorney to send a cease-and-desist letter to the City of Wilton Manors regarding annexation discussions.

4. NEW ITEMS

- a. Attorney access

Clarification was given that all Councilmembers may contact the Village Attorney.

- b. Comprehensive Plan

Discussion on pursuing grants for financial support; addressed potential actions if grants are not received.

- c. Rule Enforcement

Broward County Code Compliance enforces Village ordinances.

Village Attorney to forward notification to vacation rental expired licensees.

The Village Attorney emphasized the need for noise violation proof for enforcement.

Councilmember Daugherty made a motion to have a Village Council meeting every Thursday of the month at 6:30 pm, 2nd by Councilmember Merrill. Motion passed 5-0.

5. MAYOR AND COUNCIL COMMENTS

Motion by Councilmember Daugherty to hold meetings every Thursday at 6:30 PM; seconded by Councilmember Merrill. Motion passed 5-0.

6. ADJOURNMENT

Meeting adjourned at 8:11 pm.

Tedra Allen, MMC Date
Village Clerk

Ray Nyhuis Date
Village Council President



Date range
May 01, 2025 - Jun 19, 2025

Transaction details

9 transactions

Date	Status	From	To	Amount
06/18/2025	Processing	Checking 4602	Ottinot Law P.A	\$5179.00
Frequency	Confirmation number	Check number	Memo	
	XHHTL-CWYFD	975607	Inv. 923	
Date	Status	From	To	Amount
06/10/2025	Completed	Checking 4602	Solitude Lake Management (...Lake)	\$197.95
Frequency	Confirmation number	Check number	Memo	
	XGPPK-FSX4F	975606	Inv. PSI175226	
Date	Status	From	To	Amount
05/30/2025	Completed	Checking 4602	Coastal Waste & Recycling, Inc. (...5840)	\$450.00
Frequency	Confirmation number	Check number		
\$450.00 on the 30th of every month	XBLSV-XPQRK	975598		
Date	Status	From	To	Amount
05/30/2025	Completed	Checking 4602	Tedra Allen	\$1101.40
Frequency	Confirmation number	Check number	Memo	
\$1101.40 on the 1st of every month	XBPY7-R5S8V	975599	Monthly Charge	
Date	Status	From	To	Amount
05/30/2025	Completed	Checking 4602	Wilton Executive Suites, LLC (...hter)	\$347.19
Frequency	Confirmation number	Check number		
\$347.19 on the 1st of every month	XBPY7-R68D7	975600		

Date	Status	From	To	Amount
05/19/2025	Completed	Checking 4602	Solitude Lake Management (...Lake)	\$197.95
Frequency	Confirmation number	Check number	Memo	
	XDGJY-QJV07	975602	PSI166918	
Date	Status	From	To	Amount
05/13/2025	Completed	Checking 4602	Dana Merrill	\$22.42
Frequency	Confirmation number	Check number	Memo	
	XCW44-3GR8X	975601	Reimbursement for Street Signage	
Date	Status	From	To	Amount
05/01/2025	Completed	Checking 4602	Tedra Allen	\$1101.40
Frequency	Confirmation number	Check number	Memo	
\$1101.40 on the 1st of every month	X7Z09-1CF2T	975590	Monthly Charge	
Date	Status	From	To	Amount
05/01/2025	Completed	Checking 4602	Wilton Executive Suites, LLC (...hter)	\$347.19
Frequency	Confirmation number	Check number		
\$347.19 on the 1st of every month	X7Z09-1CP6R	975591		



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)456-3355
Customer Service: (800)456-3355
Technical Support: (888)649-4090
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

VILLAGE OF LAZY LAKE
TEDRA ALLEN
2250 LAZY LN
LAZY LAKE, FL 33305-1034

SHIP TO/ SERVICE LOCATION:

VILLAGE OF LAZY LAKE
TEDRA ALLEN
12284 W SAMPLE RD
SABLE POINT
CORAL SPRINGS, FL 33065-4228

[PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION](#)

[VIEW YOUR ORDER DETAILS ONLINE](#)

Invoice No: 10817566256	Customer No: 530030672667	Order No: SEE BELOW	Page 1 of 1
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Payment Terms:
Invoice Date:
Next Billing Date:

Credit/Deb.Card
06/01/2025
07/01/2025

Shipped Via:
Sales Rep:
Bill Plan

Software Download
No Sales Credit
BP1-868748

Orig Order # /

Item #	Subscription ID	Description & Charge Details	QTY	Unit	Unit Price	Proration	Amount
607316930 / AB978568	1074692	CSP NCE Subscription - 1 YR Commit, Monthly Bill - Microsoft 365 Business Premium Coverage: 05/27/2025 - 06/27/2025	1	EA	23.40	MONTHLY 1.00	23.40

Renewals or changes to a subscription are calculated on the next billing date. If there are no outstanding charges, no invoice is created.

Please note that any itemized pricing stated on this invoice does not necessarily reflect additional charges and is intended to provide additional information.
The total price on this invoice should correspond with the final agreed price as stated in the order confirmation and should match the total payment made.

IF BALANCE DUE IS NOT PAID WITHIN TIME PERIOD NOTED ON INVOICE YOU MAY BE SUBJECT TO
A LATE PENALTY CHARGE AS ALLOWED UNDER THE TERMS OF SALE. KEEP ORIGINAL BOX FOR
ALL RETURNS. REMIT ALL PAYMENTS TO YOUR CONTRACTS ASSIGNED ENTITY DELL MARKETING
L.P.

USD

Sub-Total:	\$	23.40
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$ 0.00	Tax:	
Non-Taxable:	\$	0.00
\$ 23.40		
Invoice Total:	\$	23.40
Credit/Deb.Card	\$	23.40
Balance Due:	\$	0.00



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Round Rock, TX 78682

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Customer Service: (800)456-3355
Technical Support: (888)649-4090
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

VILLAGE OF LAZY LAKE
TEDRA ALLEN
2250 LAZY LN
LAZY LAKE, FL 33305-1034

SHIP TO/ SERVICE LOCATION:

VILLAGE OF LAZY LAKE
TEDRA ALLEN
12284 W SAMPLE RD
SABLE POINT
CORAL SPRINGS, FL 33065-4228

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[VIEW YOUR ORDER DETAILS ONLINE](#)

Invoice No: 10812971288	Customer No: 530030672667	Order No: SEE BELOW	Page 1 of 1
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Payment Terms:
Invoice Date:
Next Billing Date:

Credit/Deb.Card
05/01/2025
06/01/2025

Shipped Via:
Sales Rep:
Bill Plan

Software Download
No Sales Credit
BP1-868748

Orig Order # /

Item #	Subscription ID	Description & Charge Details	QTY	Unit	Unit Price	Proration	Amount
607316930 / AB978568	1074692	CSP NCE Subscription - 1 YR Commit, Monthly Bill - Microsoft 365 Business Premium Coverage: 04/27/2025 - 05/27/2025	1	EA	23.40 MONTHLY	1.00	23.40

Renewals or changes to a subscription are calculated on the next billing date. If there are no outstanding charges, no invoice is created.

Please note that any itemized pricing stated on this invoice does not necessarily reflect additional charges and is intended to provide additional information.
The total price on this invoice should correspond with the final agreed price as stated in the order confirmation and should match the total payment made.

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ALL RETURNS. REMIT ALL PAYMENTS TO YOUR CONTRACTS ASSIGNED ENTITY DELL MARKETING
L.P.

USD

Sub-Total:	\$	23.40
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$	0.00	Tax:
Non-Taxable:	\$	0.00
\$	23.40	
Invoice Total:	\$	23.40
Credit/Deb.Card	\$	23.40
Balance Due:	\$	0.00



Payment Receipt

Google LLC
1600 Amphitheatre Pkwy
Mountain View, CA 94043
United States

Payment date

Jun 1, 2025

Billing ID

4046-0321-6779

Payment method

Visa ••••6387

Payment number

A83414772611174542

Tax identification number
77-0493581

Village of Lazy Lake
Tedra Allen
2250 Lazy Lane
Lazy Lake, FL 33305
United States

Description	
Payment amount	\$228.00



Payment Receipt

Google LLC
1600 Amphitheatre Pkwy
Mountain View, CA 94043
United States

Payment date May 1, 2025
Billing ID 4046-0321-6779
Payment method Visa ••••6387
Payment number A42545134300411856

Tax identification number
77-0493581

Village of Lazy Lake
Tedra Allen
2250 Lazy Lane
Lazy Lake, FL 33305
United States

Description	
Payment amount	\$228.00



Please Remit Payment to:

Solitude Lake Management, LLC
1320 Brookwood Drive
Suite H
Little Rock, AR 72202
Phone #: (888) 480-5253
Fax #: (888) 358-0088

INVOICE

Page: 1

Invoice Number: PSI175226
Invoice Date: 6/2/2025

Bill
To: Village of Lazy Lake
2250 Lazy Lane
Fort Lauderdale, FL 33305

Ship
To: Village of Lazy Lake
2250 Lazy Lane
Fort Lauderdale, FL 33305

Ship Via
Ship Date 6/2/2025
Due Date 7/2/2025
Terms Net 30

Customer ID L2091
P.O. Number
P.O. Date 6/2/2025
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	197.95	197.95
June Billing					
6/1/2025 - 6/30/2025					
Village of Lazy Lake LAKE ALL					
Village of Lazy Lake AERATOR ALL					

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 197.95

Subtotal: 197.95
Invoice Discount: 0.00
Total Sales Tax 0.00
Payment Amount: 0.00
Total: 197.95



Please Remit Payment to:

Solitude Lake Management, LLC
1320 Brookwood Drive
Suite H
Little Rock, AR 72202
Phone #: (888) 480-5253
Fax #: (888) 358-0088

INVOICE

Page: 1

Invoice Number: PSI166918
Invoice Date: 5/2/2025

Bill
To: Village of Lazy Lake
2250 Lazy Lane
Fort Lauderdale, FL 33305

Ship
To: Village of Lazy Lake
2250 Lazy Lane
Fort Lauderdale, FL 33305

Ship Via
Ship Date 5/2/2025
Due Date 6/1/2025
Terms Net 30

Customer ID L2091
P.O. Number
P.O. Date 5/2/2025
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	197.95	197.95
May Billing					
5/1/2025 - 5/31/2025					
Village of Lazy Lake LAKE ALL					
Village of Lazy Lake AERATOR ALL					

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 197.95

Subtotal: 197.95
Invoice Discount: 0.00
Total Sales Tax: 0.00
Payment Amount: 0.00
Total: 197.95



Date: 6-4-25
INVOICE # 031423OpalH.21

Thank you for your business!

Ottinot Law, P.A.

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

INVOICE

Invoice # 923
Date: 06/05/2025
Due On: 07/05/2025

Village of Lazy Lake

00101-Village of Lazy Lake

General Municipal Services

Type	Date	Notes	Quantity	Rate	Attorney	Total
Service	04/04/2025	Reviewed Lazy Lake financials from June-September 2024 and categorized entries in excel spreadsheet; discussed with Pamala Ryan	1.80	\$130.00	Jasmine Barnes	\$234.00
Service	04/06/2025	Reviewed and analyzed Lazy Lake spreadsheet entries and sent to Marcia Fennell for final analysis and approval	0.80	\$230.00	Pamala Ryan	\$184.00
Service	04/18/2025	Corresponded with the Donna Harris, State of Florida Dept. of Commerce on letter to the Village regarding the evaluation and appraisal letter; inquired on assistance for updating comprehensive plan; reviewed request from Broward County on debris removal contact person	0.60	\$230.00	Pamala Ryan	\$138.00
Service	04/18/2025	Gathered and reviewed all interlocal agreements with Broward County for code enforcement, planning and permits for dissemination to Village Council	0.50	\$230.00	Pamala Ryan	\$115.00
Service	04/21/2025	Corresponded with Paige Lay, State of Florida Dept. of Commerce regarding technical assistance for the comprehensive plan; reviewed the grant requirements	0.80	\$230.00	Pamala Ryan	\$184.00
Service	04/22/2025	Reviewed agenda item list from Councilman Dana Merrill for inclusion on agenda; phone conference with Mayor Ray Nyhuis on several matters; and with potential finance consultant	0.70	\$230.00	Pamala Ryan	\$161.00

Service	04/22/2025	Sent Village Council 5 interlocal agreements with Broward County for code enforcement, planning and permits; advised Village Council on discussions with the State of Florida and sent grant requirements	0.50	\$230.00	Pamala Ryan	\$115.00
Service	04/28/2025	Reviewed correspondence from Florida Division of Emergency Management regarding the status of conversations with Wilton Manors and other floodplain information; reviewed files and responded to requests for information	0.80	\$230.00	Pamala Ryan	\$184.00
Service	04/28/2025	Drafted a letter to Wilton Manors formally terminating discussions for annexation, discussed with Mayor Nyhuis and finalized with additional changes	1.70	\$230.00	Pamala Ryan	\$391.00
Service	04/28/2025	Phone conference with Marcia Fennell regarding AFR paperwork and filings for Broward in the Department of Revenue's OASYS system; reviewed document	0.50	\$230.00	Pamala Ryan	\$115.00
Service	04/28/2025	Started researching different municipal ordinances on construction noise and provided examples to the Village Council	0.50	\$230.00	Pamala Ryan	\$115.00
Service	04/30/2025	Continued researching different municipal ordinances on construction noise and provided examples to the Village Council	1.00	\$230.00	Pamala Ryan	\$230.00
Service	04/30/2025	Reviewed agenda and items to be discussed at council meeting	0.50	\$230.00	Pamala Ryan	\$115.00
Service	04/30/2025	Reviewed vacation rental application for property located at 2249 Lazy Lane; contacted the inspector for an inspection date	0.60	\$230.00	Pamala Ryan	\$138.00
Service	05/01/2025	Attended Village Council meeting; discussion with Mayor Nyhuis	2.00	\$230.00	Pamala Ryan	\$460.00
Service	05/02/2025	Revised letter to Wilton Manors and sent to out on behalf of Mayor Nyhuis	0.30	\$230.00	Pamala Ryan	\$69.00
Service	05/06/2025	Drafted correspondence to Valentina Kevliyan regarding the vacation rental application for property located at 2249 Lazy Lane	0.60	\$230.00	Pamala Ryan	\$138.00
Service	05/06/2025	Drafted a letter to the Governor's	0.90	\$230.00	Pamala Ryan	\$207.00

		DOGE Team, reviewed letter with Mayor Nyhuis and sent letter				
Service	05/06/2025	Checked State of Florida Community Planning and Technical Assistance grant program for updates (no change); discussed with staff	0.20	\$230.00	Pamala Ryan	\$46.00
Service	05/06/2025	Started updating vacation rental application; reviewed vacation rental ordinance	1.00	\$230.00	Pamala Ryan	\$230.00
Service	05/06/2025	Reviewed correspondence from the OIG regarding compliance review of cybersecurity	0.20	\$230.00	Pamala Ryan	\$46.00
Service	05/08/2025	Review correspondence on FY 21 AFR; analyzed and corresponded with Tedra Allen on the year's expenses.	0.50	\$230.00	Pamala Ryan	\$115.00
Service	05/08/2025	Started reviewing other municipal vacation rental ordinances and comparing with Lazy Lake's ordinance	0.50	\$230.00	Pamala Ryan	\$115.00
Service	05/12/2025	Phone conference with Ryan Lusk, Inspector, on new short term rental application	0.20	\$230.00	Pamala Ryan	\$46.00
Service	05/14/2025	Reviewed correspondence from Councilperson Dana Merrill; discussed several matters with Mayor Ray Nyhuis; received correspondence from the State of Florida regarding the amended floodplain ordinance the state wants the Village to adopt; sent 2nd correspondence to Valentina Kevliyan	1.30	\$230.00	Pamala Ryan	\$299.00
Service	05/16/2025	Discussions with Mayor Ray Nyhuis on land development issues	0.20	\$230.00	Pamala Ryan	\$46.00
Service	05/19/2025	Received, reviewed and responded to correspondence from Robert Allica of Allica Architectural Group regarding presentation before council on property located at 20 NE 24th Street; received and reviewed additional information from Valentina Kevlian on 2249 Lazy Lane; phone conferences with Mayor Ray Nyhuis regarding several matters	1.10	\$230.00	Pamala Ryan	\$253.00
Service	05/19/2025	Reviewed correspondence from Christine Cajuste regarding steps for budget process and TRIM steps and	0.40	\$230.00	Pamala Ryan	\$92.00

		corresponded with Lee Mulderrig, Delta Management Group				
Service	05/21/2025	Phone conference with Councilperson Dana Merrill regarding vacation rentals issues, land development code and other matters	0.50	\$230.00	Pamala Ryan	\$115.00
Service	05/27/2025	Corresponded with Ryan Lusk, Inspector, on parameters of new inspection; dates	0.20	\$230.00	Pamala Ryan	\$46.00
Service	05/29/2025	Updated short term rental inspection form and provided it to Ryan Lusk for inspection of property located at 2249 Lazy Lane; corresponded with Mayor Nyhuis regarding depositing check	0.70	\$230.00	Pamala Ryan	\$161.00
Service	05/29/2025	Corresponded with State of Florida on updated flood plain ordinance submitted by the agency	0.20	\$230.00	Pamala Ryan	\$46.00
Service	05/30/2025	CoReviewed the State FDEM edited flood plain ordinance for Lazy Lake, analyzed and commented on changes and updatesrresponded with State of Florida on new flood ordinance submitted by the agency	1.00	\$230.00	Pamala Ryan	\$230.00

Quantity Subtotal **23.3**

Quantity Total **23.3**

Subtotal **\$5,179.00**

Total **\$5,179.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
923	07/05/2025	\$5,179.00	\$0.00	\$5,179.00
Outstanding Balance				\$5,179.00
Total Amount Outstanding				\$5,179.00

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

Please pay within 30 days.

Your Account Your Orders

Your Orders

Search all orders

Search Orders

Orders

Buy Again

Not Yet Shipped

Digital Orders

Amazon Pay

Cancelled Orders

51 orders placed in past 3 months

ORDER PLACED
March 28, 2025

TOTAL
\$22.42

SHIP TO
Steven Martin

ORDER # 113-0730181-3413007
View order details View invoice

Arriving tomorrow



SmartSign-K-5855-EG "No Thru Traffic, Dead End" Sign | 12" x 18" 3M Engineer Grade Reflective Aluminum - Red on White

Buy it again

\$22.42

Track package

View or edit order

Ask Product Question

Write a product review

Archive order

ORDER PLACED
March 27, 2025

TOTAL
\$22.65

SHIP TO
Steven Martin

ORDER # 114-6731988-1237867
View order details View invoice

Delivered today

Your package was left near the front door or porch.



TopSum Cat Pheromones Calming Diffuser: Premium Pheromone Diffuser for Cats - Cat Pheromones Diffuser - Cat Calming Diffuser - Cat Calming Pheromone Diffuser, 2 Pack (Purple)

Return or replace items: Eligible through April 27, 2025

Buy it again

View your item

Track package

Return or replace items

Share gift receipt

Ask Product Question

Leave seller feedback

Write a product review

Archive order

ORDER PLACED
March 27, 2025

TOTAL
\$138.76

SHIP TO
Steven Martin

ORDER # 114-8709796-0697036
View order details View invoice

Delivered today

Your package was left near the front door or porch.



Aiusevo Aiusevo 1500 Sq.ft Dehumidifier for Basement and Large Room, 21 Pint Dehumidifiers for Home with Drain Hose, Intelligent Humidity Control, 3 Modes, 24H Timer, Ideal for RV, Bathroom, Bedroom

Return or replace items: Eligible through April 27, 2025

Buy it again

View your item

Get product support

Track package

Add a protection plan

Return or replace items

Share gift receipt

Ask Product Question

Leave seller feedback

Write a product review

Archive order

ORDER PLACED
March 24, 2025

TOTAL
\$60.83

SHIP TO
Steven Martin

ORDER # 114-9259341-6161013
View order details View invoice

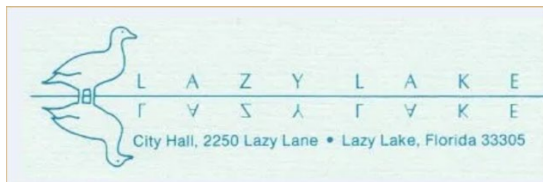
Delivered March 25

amazon.b

Get order
business

Cr

Freque
Smart!
"No Th
End" S



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

June 19, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Department of Law Enforcement
P.O. Box 1489
Tallahassee, Florida 32302-1489

Dear Mr. Menacof:

In compliance with State of Florida *Rule 11D-9*, F.A.C., the City/Town of Village of Lazy Lake approves the distribution of \$369,662.00 of Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant-Countywide (JAG-C) Program funds for the following projects in Broward County:

Recipient	Project Purpose	Amount
Broward County	Planning, Evaluation, Technology Improvements (PETI)	\$48,525.00
	Countywide Public Safety Equipment and Supplies Project	\$321,137.00
Total Amount		\$369,662.00

Sincerely,

Name of Chief Official

Title

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

This 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (“2025 ILA”) is entered into among Broward County, a political subdivision of the State of Florida (“County”), the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by County on August 29, 2018, and such additional municipalities that are signatories to this 2025 ILA (collectively, the “Municipalities” and each a “Municipality”), and the Broward County City Managers’ Association, Inc. (“BCCMA”). County, Municipalities, and the BCCMA are each a “Party,” and collectively referred to as the “Parties.”

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (“Transportation Surtax Ordinance”), a 30-year 1% transportation surtax (“Transportation Surtax”) was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, with the proceeds to be expended for authorized transportation and transit projects in accordance with applicable law, including Section 212.055(1), Florida Statutes.

B. On or about November 8, 2018, County and Municipalities entered the Transportation Surtax Interlocal Agreement that addressed the distribution of proceeds of the Transportation Surtax (“Original ILA”). The Original ILA was amended in June 2019 (“First Amendment”), and in March 2021 (“Second Amendment”), further defining the relationship between the parties thereto, and adding the Broward Metropolitan Planning Organization (“BMPO”) as a party for purposes of the evaluation and ranking of certain capital projects for potential Transportation Surtax funding (the Original ILA, as amended by the two amendments, is referred to herein as the “ILA”).

C. The portion of Transportation Surtax Proceeds (as defined herein) that County previously committed to distribute to Municipalities has, to the best of each Party’s knowledge, been properly distributed for municipal programs and projects that were deemed statutorily eligible for Transportation Surtax funding under Section 212.055(1), Florida Statutes, such as community shuttle programs; capital planning, design, and projects; and road rehabilitation and maintenance projects.

D. As the Parties’ working knowledge and experience with the Transportation Surtax program has increased, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model as defined in Section 4.3.1. for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of

Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

ARTICLE 1. RECITALS; DEFINITIONS; AND EXHIBITS

1.1. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

1.2. Definitions. The terms below have the following meanings as used in this 2025 ILA:

1.2.1. ***Adopted Municipal Transportation Surtax Funding*** means the percentage and dollar amount of Transportation Surtax Proceeds that is anticipated by County to be received in the applicable Fiscal Year and that is budgeted in the subsequent Fiscal Year's County budget, as adopted by the County Commission, to be used for Community Shuttle and Eligible Municipal Projects for the applicable County Fiscal Year budget.

1.2.2. ***Annual True-Up*** means County's annual determination (typically to occur in April or May of each year after the annual financial audit of the Transportation Surtax funds received in the prior Fiscal Year) of whether the County satisfied its Minimum Annual Guarantee commitment in the prior Fiscal Year. For example purposes, in April/May 2026, the results from the Fiscal Year 2025 annual financial audit will be completed and a determination will be made as to whether County met the Minimum Annual Guarantee commitment for Fiscal Year 2025.

1.2.3. ***Applicable Law*** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including without limitation the Americans with Disabilities Act of 1990 ("ADA"), as each may be amended.

1.2.4. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

1.2.5. **Centerline Miles** means the aggregate length of roads under the jurisdiction of a Municipality, regardless of the number of lanes in such roads, as reported and updated by FDOT, typically on an annual basis.

1.2.6. **Community Shuttle** means the capital and operating expenses associated with existing, new, and/or expanded public transportation services, operated by one or more Municipalities within their jurisdictions, that supplement fixed-route mass transit service and that are available to persons traveling within the applicable Municipality or Municipalities.

1.2.7. **County Commission** means the Broward County Board of County Commissioners.

1.2.8. **Cycle 1 Ranked Projects** means the municipal projects not currently under a Surtax Funding Agreement listed in **Exhibit A** to this 2025 ILA.

1.2.9. **Effective Date** means the date of complete execution of this 2025 ILA by County, the BCCMA, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to the Original ILA, as amended by the First Amendment and the Second Amendment, and (ii) cumulatively represent more than 50% of County's total population.

1.2.10. **Eligible Municipal Project** means a Municipal Capital Project, Municipal R&M Project, or On-demand Transportation Services that, pursuant to Section 212.055(1)(d), Florida Statutes, is statutorily eligible to receive funding from the Transportation Surtax pursuant to this 2025 ILA.

1.2.11. **FDOT** means the Florida Department of Transportation.

1.2.12. **Fiscal Year** means County's fiscal year, which begins on October 1 of each year and ends on September 30 of the following calendar year.

1.2.13. **MAP Administration** means County's Mobility Advancement Program Administration staff.

1.2.14. **Minimum Annual Guarantee** means County's commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds to fund, collectively, Community Shuttle and Eligible Municipal Projects pursuant to the terms and conditions of this 2025 ILA.

1.2.15. **Municipal Capital Project Tails** means the remaining phases (e.g., design and/or construction) of Cycles 3 through 5 of Municipal Capital Projects that were approved for Transportation Surtax funding as of the Effective Date, but that included a future phase that was not included in an existing Municipal Five-Year Plan as of the Effective Date.

1.2.16. ***Municipal Capital Projects*** means design and/or construction phase municipal capital improvement projects for transportation purposes, including new or expanded roads, sidewalks, bike paths, bridges, transportation facilities (e.g., bus shelters, etc.), permanent transportation assets (e.g., motorized/non-motorized sensors), and similar transportation elements. Municipal Capital Projects do not include planning projects.

1.2.17. ***Municipal Five-Year Plan*** means the program of Transportation Surtax-funded Eligible Municipal Projects over a rolling period of the next five Fiscal Years, which program is subject to County Commission decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated Fiscal Year, such that “Fiscal Year 2025 Five-Year Plan” means the Five-Year Plan for the period that begins on October 1, 2024, and ends on September 30, 2029.

1.2.18. ***Municipal Capital Project Contingency*** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering unforeseen Municipal Capital Project costs in a project’s construction phase (e.g., tariffs, inflation/cost escalation, etc.), up to either a maximum of five percent (5%) of the total cost of construction or such higher maximum not-to-exceed amount if approved by County pursuant to Section 4.4.4.

1.2.19. ***Municipal R&M Projects*** means Eligible Municipal Projects that involve the rehabilitation of a road or other transportation-related capital improvement (e.g., sidewalks, bike paths, road and roadway lighting, road drainage, bus shelter, etc.) or asset (e.g., motorized/non-motorized sensors, etc.) to restore it to a safe and functional condition and/or preventative maintenance of any of the foregoing to preserve it from failure or decline. Municipal R&M Projects do not include, without limitation: mowing; tree trimming; pressure cleaning; painting; irrigation repairs; landscaping repairs and maintenance; cleaning and maintenance of catch basins, storm drains, and pipes; or any rehabilitation and maintenance of pathways or greenways that are purely recreational in nature and not for transportation purposes (including but not limited to self-contained (i) sidewalks, (ii) greenways, (iii), running paths, or (iv) cycling paths).

1.2.20. ***Municipal Single Point of Contact*** means an individual municipal employee designated in writing by the applicable Municipality to the BCCMA to represent its interests; send and receive communications related to the surtax program; and communicate regarding the Municipality’s approved surtax projects, services, and initiatives.

1.2.21. ***New Municipal Capital Projects*** means all Municipal Capital Projects other than (a) each Municipal Capital Project approved during Cycles 1 through 5, and (b) Municipal Capital Project Tails.

1.2.22. **On-demand Transportation Services** shall have the meaning as provided in Section 212.055(1)(e), Florida Statutes, as may be amended. As of the Effective Date, the term “On-demand Transportation Services” means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

1.2.23. **Oversight Board** means the Independent Transportation Surtax Oversight Board established by the Transportation Surtax Ordinance.

1.2.24. **Road** shall have the general meaning as stated in the Florida Transportation Code, Section 334.03(22), Florida Statutes, as amended. As of the Effective Date, “road” means “a way open to travel by the public, including, but not limited to, a street, highway, or alley.” Absent express conflicting modification to that statutory definition of “road,” for the purposes of this 2025 ILA: a “road” includes, without limitation, a roadway (i.e., a road meant for vehicular travel), a bicycle path, a sidewalk, or other modality whereby pedestrians, cyclists, or drivers of motorized vehicles may travel from one place to another. Notwithstanding anything to the contrary in the Florida Transportation Code definition of “road,” for purposes of this 2025 ILA, a “road” does not include, among other things, privately owned roads or roadways, privately owned rights-of-way, roads or roadways within gated communities, self-contained pathways such as running/walking tracks, self-contained bicycle pathways (such as biking courses within parks), or other pathways intended primarily for recreational (rather than transportation) purposes.

1.2.25. **Surtax Funding Agreement** means an interlocal agreement executed by County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to County, that provides for the remittance of Transportation Surtax funds to the Municipality for a specific Eligible Municipal Project or expenditure.

1.2.26. **Transportation Surtax Proceeds**, except where the context indicates otherwise, means the amount of Transportation Surtax funds County received for the applicable Fiscal Year from the Florida Department of Revenue, exclusive of the five percent (5%) set-aside amount required by Section 129.01(2)(b), Florida Statutes.

1.3. Exhibits. The following exhibits are incorporated into this 2025 ILA:

Exhibit A	Cycle 1 Ranked Projects Not Under a Surtax Funding Agreement
Exhibit B	Fiscal Year 2026 Formula-based Funding Amounts
Exhibit C	List of Municipal Capital Project Tails
Exhibit D	Municipal Projects Awarded for Fiscal Years 2020 – 2029

ARTICLE 2. ELIGIBLE MUNICIPAL PROJECTS

To constitute an Eligible Municipal Project, in addition to meeting the requirements contained within Section 212.055(1), Florida Statutes, the proposed project must meet the following eligibility criteria, as applicable:

2.1. Primarily Public Benefit: No proposed Eligible Municipal Project relating to a road is eligible for Transportation Surtax funding unless the primary benefit of such project is associated with a public road or public right-of-way. Proposed projects located within gated communities and other nonpublic roads or nonpublic rights-of-way are not eligible for funding under this 2025 ILA.

2.2. Street Lighting: A proposed Eligible Municipal Project that includes improvements to lighting systems is only eligible if it illuminates the road or public right-of-way primarily for the benefit of vehicles, pedestrians, or bicyclists. Such street lighting work may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source. Municipalities must obtain a lighting justification report consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in use at the time the design and construction work are being performed.

2.3. Drainage: Public road stormwater drainage system improvements are eligible to the extent the applicable Municipality obtains certification from a licensed Florida professional engineer stating that the drainage improvements primarily address stormwater runoff from public property onto a public road or public right-of-way. Drainage improvements onto or from private roads and/or developments may have partial eligibility if the drainage improvements primarily benefit a public road or right-of-way.

2.4. Sound Walls: Noise abatement projects involving the construction or improvement to sound walls are only eligible for Transportation Surtax funding if the requested sound wall: (1) (a) is part of an Eligible Municipal Project involving the addition of through lanes to an existing roadway; (b) alters the roadway alignment significantly; or (c) involves the construction of a new roadway; and (2) is also consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in effect at the time the project design and construction work are being performed.

2.5. Fiber-Optic Improvements/Real-time Transportation Signage: A proposed Eligible Municipal Project relating to the installation or improvement to real-time transportation signage (e.g., traffic warnings, notifications of roadway closures, etc.) that involves fiber-optic improvements or connections is eligible for Transportation Surtax funding only if access to the fiber-optic system has received written approval from all entities that are responsible for maintaining and operating that fiber-optic system.

2.6. Landscaping: Landscaping improvements are only eligible if within the public road right-of-way immediately adjacent to the road improvement project at issue. Such landscaping improvements may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source.

2.7. Parking: Improvements used for park-and-ride (or other transit-oriented development parking) that serves the public are eligible, provided that any parking fees charged that exceed the actual costs of operating and maintaining the facility may only be utilized for transportation-related improvements within the applicable Municipality and provided such improvements, if Transportation Surtax funding had been sought, would have been eligible for Transportation Surtax funding.

2.8. ADA Accommodations: Components of Eligible Municipal Projects involving improvements to roads for purposes of ADA compliance are eligible for Transportation Surtax funding.

2.9. Safety Assets: Proposed Eligible Municipal Projects involving traffic calming improvements (i.e., speed control devices or improvements that otherwise comply with Applicable Law other than cameras used to issue citations) on a public road or right-of-way are eligible.

2.10. Decorative Elements/Functional Public Art: Proposed Eligible Municipal Projects that include decorative elements and/or functional public art (e.g., pavers for crosswalks, decorative wayfinding signage for roads, decorative sidewalk benches, artistic road lights, decorative shade structures over sidewalks or public transit shelters, etc.) are eligible for partial Transportation Surtax Funding in an amount equal to the cost of the standard, nondecorative/nonartistic alternative for design and/or construction (as applicable), and provided that Municipality's engineer of record attests in writing that the decorative/functional public art component has a useful life that is at least as long as the standard, nondecorative/nonartistic alternative. Municipalities are encouraged to coordinate the inclusion of decorative elements and/or functional public art components with applicable County agencies (e.g., the Cultural Division, the Public Works Department, etc.).

ARTICLE 3. STATUS AND TERMINATION OF CYCLE 1 RANKED PROJECTS

As of the Effective Date, the Cycle 1 Ranked Projects shown on Exhibit A are not currently under a Surtax Funding Agreement. MAP Administration may, in its discretion, after consultation with the affected Municipality, terminate any such project unless, within ninety (90) days after the Effective Date, Municipality and County have entered into a Surtax Funding Agreement for that project. MAP Administration shall provide the Municipality with at least thirty (30) days' advance written notice of any intention to terminate a Cycle 1 Project pursuant to this section.

Should Municipality believe it has good cause for an extension beyond the ninety (90) day period provided for in this section and disagree with MAP Administration's decision to terminate a

project, Municipality may seek an extension from the County Administrator for up to an additional ninety (90) day period. To exercise this right to seek an extension for such projects, Municipality must provide written notice to MAP Administration between the date it receives the written notice of MAP Administration's intent to terminate but prior to the effective date of termination. Municipality's written request for additional time must include all supporting documentation Municipality believes should be considered as part of the request and must be received by MAP Administration at least fifteen (15) days prior to the noticed date of termination; if such a request and supporting documentation is timely received, the cancellation will be suspended pending consideration of the request by the County Administrator, whose decision regarding the extension request shall be final and not subject to further review. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

Notwithstanding the foregoing, any Cycle 1 Ranked Project not under a Surtax Funding Agreement that was completed by a Municipality with a funding source other than the Transportation Surtax may be terminated by MAP Administration at any time with at least thirty (30) days' written notice to Municipality, and such termination shall not be subject to further review or consideration.

All appropriated funds from Cycle 1 Ranked Projects terminated pursuant to this section will be reallocated to Municipalities for Eligible Municipal Projects in the next Fiscal Year as part of the Adopted Municipal Transportation Surtax Funding. Such reallocated funds have already counted towards a prior Fiscal Year's Minimum Annual Guarantee and shall therefore not count towards County's Minimum Annual Guarantee obligations for the next Fiscal Year.

All existing Cycle 1 Ranked Projects shall no longer be eligible to receive separate cost escalation funding from County and the contingency provisions in Section 4.4.4 shall apply.

ARTICLE 4. ELIGIBLE MUNICIPAL PROJECTS AND FUNDING PRIORITIES

4.1. Funding Priorities. Each Fiscal Year, and subject to County's commitment to provide Municipalities at least the Minimum Annual Guarantee, County will advise Municipalities in writing of the Adopted Municipal Transportation Surtax Funding for the upcoming Fiscal Year and the method by which such funding will be divided between the various types of Eligible Municipal Projects, based on the following prioritization:

- **Fiscal Years 2026-2029**
 - **Priority 1:** Community Shuttle as described in Section 4.2. below.
 - **Priority 2:** Existing Eligible Municipal Projects contained in then-current Municipal Five-Year Plan.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3. below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2030-2033**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Municipal Capital Project Tails as described in Section 4.4 below.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.
- **Fiscal Years 2034-2048**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 3:** Grant Match Program as described in Section 4.5 below.
 - **Priority 4:** New Municipal Capital Projects as described in Section 4.4 below.

Notwithstanding the prioritization schedule above or any other provision of this 2025 ILA, County shall have no obligation to fund the Municipalities any amounts over the Minimum Annual Guarantee in any Fiscal Year.

4.2. Community Shuttle.

4.2.1. Community Shuttle Funding. A portion of the Transportation Surtax Proceeds will be used to directly fund the applicable Municipalities for the operating, maintenance, and capital costs of existing, expanded, and new Community Shuttle in the amounts provided for in separate Community Shuttle interlocal agreements between each Municipality and County. Funding of Community Shuttle from Transportation Surtax Proceeds is not subject to an evaluation or ranking process (whether by County or any County vendor). Unless otherwise agreed in writing by County, to be eligible for Transportation Surtax Proceeds, a Municipality's Community Shuttle must meet or exceed the minimum passengers per revenue service hour per route or such other County-imposed standards for the applicable Fiscal Year(s). County may, in its sole discretion, modify these standards based on future population and ridership and future County needs. County's Transportation Department participates in the administration of the Community Shuttle program and allocated Community Shuttle funding is included in the Transportation Department's annual Fiscal Year budget. County may suspend minimum ridership standards at any time because of interruptions due to hurricane, other natural disasters, or other unexpected conditions, as deemed appropriate by the County Commission.

4.2.2. Joint Municipal Community Shuttle. Subject to written approval by County's Transportation Department's Director or their written designee, Municipalities may jointly develop a Community Shuttle that crosses municipal jurisdictions. For such joint Municipal Shuttle programs, the written agreement with County must include all

participating Municipalities as parties but will identify one (1) Municipality as the primary administrator and main point of contact for that joint Community Shuttle program.

4.3. Formula-based Funding for Municipal R&M Projects/On-demand Transportation Services.

4.3.1. Purpose of Formula-based Funding. The goal of formula-based funding as set forth herein ("Formula-based Funding") is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA.

4.3.2. Annual Formula-based Funding. Commencing for Fiscal Year 2026 and continuing for each Fiscal Year through Fiscal Year 2033, County will determine the amount of and set aside Formula-based Funding from available Transportation Surtax funds based on amounts appropriated but unused from previous years' Eligible Municipal Projects (e.g., differential between contracted amounts for Community Shuttle and amount actually expended, cost savings on projects that were completed under budget, etc.). For Fiscal Year 2034 through Fiscal Year 2048, Formula-based Funding shall be set at sixty percent (60%) of the remaining Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. For each Fiscal Year, Formula-Based Funding will be allocated among the Municipalities based on the number of Centerline Miles in each Municipality as identified in the most recent report from FDOT. The distribution of Formula-based Funding for Fiscal Year 2026 (which is based on Fiscal Year 2023 reporting to FDOT) is shown on Exhibit B. Each Fiscal Year, on or about July 31, County will advise Municipalities of County's then-known best estimate of Formula-based Funding that each Municipality will be eligible to receive for Municipal R&M Projects and On-demand Transportation Services for the upcoming Fiscal Year.

4.3.3. Minimum Requirements for Formula-based Funding for Municipal R&M Projects. Formula-based Funding that a Municipality elects to use for Municipal R&M Projects is intended to supplement, and not supplant, the amounts Municipality already spends from non-Transportation Surtax revenue sources for such activities. Supplanting occurs when a Municipality reduces its use of non-Transportation Surtax funds for activities that would otherwise qualify as a Municipal R&M Project because Transportation Surtax funds are available (or expected to be available) to fund that same project or activity. Supplementing occurs when Transportation Surtax funds are provided to a Municipality for Municipal R&M Projects to enhance existing projects, to undertake new projects, or accelerate projects planned in future Fiscal Years. Contemporaneous with a Municipality's submission of its list of proposed Municipal R&M Projects each Fiscal Year, Municipality shall, through its Municipal Single Point of Contact or another individual specifically authorized by the Municipality's elected body, represent and warrant in writing to County that Formula-based Funding for Municipal R&M Projects will not be used to supplant non-Transportation Surtax projects approved and/or adopted in the Municipality's budget. County may annually audit each Municipality's compliance with the requirements of this

section. A Municipality using the Formula-based Funding for Municipal R&M Projects that are currently budgeted may be evidence of supplanting. If County determines at any time that any Municipality has utilized Formula-based Funding to supplant funding for activities from non-Transportation Surtax funding, then County may, in the County Administrator's discretion, withhold future Formula-based Funding up to the amount determined to have been supplanted in the applicable Fiscal Year(s). If circumstances outside the reasonable control of Municipality render it unable to meet the requirements contained in this section in a given Fiscal Year (e.g., change in law regarding ad valorem taxation; act of God causing emergency expenditure of non-Surtax dollars by Municipality such as a hurricane or tropical storm; etc.), or if a Municipality believes that other good cause exists for it to be able to use Formula-based Funding for a Fiscal Year for a Municipal R&M Project that is in that Municipality's adopted budget for that same Fiscal Year, Municipality may request in writing from the County Administrator to have the requirements contained in this section waived or modified for that Fiscal Year, which waiver or modification may be granted or denied, in whole or in part, in the County Administrator's sole discretion.

4.3.4. Application, Review, and Approval of Municipal R&M Projects. Within thirty (30) days after County provides Municipalities with the amounts for Formula-based Funding for the upcoming Fiscal Year, each Municipality must submit, on a form approved by MAP Administration, a list of proposed Municipal R&M Projects on which Municipality intends to utilize its Formula-based Funding for the upcoming Fiscal Year. The list must include at least the following details for each proposed Municipal R&M Project: (i) a description of the geographic areas of the project; (ii) the anticipated start and completion date of work to be performed in connection with the project; (iii) the proposed CBE commitment for the project, which shall be at least the minimum requirements provided for in this 2025 ILA; and (iv) such other details as may be requested by MAP Administration. Upon receipt of the list, County will review the proposed projects for eligibility pursuant to Section 212.055(1)(d), Florida Statutes, and this 2025 ILA, and to determine whether the projects or proposed timing will create negative impacts, including but not limited to potential conflicts with other proposed or ongoing projects (whether municipal, county, state, or federal). Within sixty (60) days after receipt of each Municipality's list, MAP Administration shall notify Municipality, in writing, if (a) the projects are approved as submitted (in which case MAP Administration shall advise what the CBE goals, if any, are required for the project(s)); (b) the projects have been found statutorily eligible or ineligible (in whole or in part) for Transportation Surtax funding; and/or (c) a conflict with another project exists. If a proposed project is deemed statutorily ineligible for funding or a conflict with another project exists, MAP Administration will advise Municipality that it may either delay the commencement date or submit a replacement project (as applicable).

4.3.5. Deferral of Formula-based Funding for Municipal R&M Projects. A Municipality may elect, in any given Fiscal Year, to defer receipt of its Formula-based Funding for Municipal R&M Projects to allow it to receive a larger sum in such later Fiscal Year and

permit it to perform larger Municipal R&M Projects. A Municipality that wishes to defer its Formula-based Funding pursuant to this section must provide MAP Administration with written notification of its intention to defer within sixty (60) days after County notifies Municipality of its Formula-based Funding amount for that Fiscal Year; election to defer does not alleviate Municipality's obligation to timely provide the project details required in Section 4.3.4 above in the Fiscal Year it intends to use the deferred funding. Municipality may, with timely notice to MAP Administration, defer its Formula-based Funding for Municipal R&M Projects for up to three (3) consecutive Fiscal Years. Deferral requests for more than three (3) consecutive Fiscal Years and up to five (5) consecutive Fiscal Years are subject to review and approval of the County Administrator, in their discretion. No Municipality may seek a deferral of Formula-based Funding for more than five (5) consecutive Fiscal Years after the Fiscal Year that Municipality was scheduled to receive such funding. Deferred funds that would otherwise have been allocated to Municipality for R&M Projects but for Municipality's deferral request will be held by County until the Fiscal Year following the deferral period. Such deferred funds will be counted towards the Minimum Annual Guarantee in the Fiscal Year(s) the funds would have been paid to the Municipality but for the deferral request and shall not count towards the Minimum Annual Guarantee in the Fiscal Year(s) such amounts are paid as a result of the deferral request. Deferrals pursuant to this section shall affect only the timing of Municipality's receipt of the Formula-based Funding and shall not impact the amounts allocated to Municipality pursuant to Section 4.3.2. above.

4.3.6. On-demand Transportation Services. Each Municipality shall have the discretion to utilize all or some of its annual Formula-based Funding for On-demand Transportation Services as it deems appropriate, subject to Municipality entering into a written agreement with the On-demand Transportation Service provider and further subject to meeting the eligibility criteria and other requirements stated in this 2025 ILA and the provisions of this section:

4.3.6.1. A Municipality with an existing Community Shuttle may not terminate or reduce the services associated with that program and replace it with On-demand Transportation Services except with the prior written consent of County's Transportation Department Director or written designee, and until after all vehicles purchased for Municipality's Community Shuttle program (including any applicable joint Community Shuttle program) have met or exceeded the minimum useful life expectancy under applicable Federal Transportation Administration ("FTA") regulations and guidelines (currently five (5) years in service and at least two hundred fifty thousand (250,000) miles).

4.3.6.2. Municipality represents and warrants that its agreements with any On-demand Transportation Services provider and all vehicles used by such provider will at all times comply with all Applicable Law, including without limitation all FTA drug and alcohol testing requirements for transit operators, the ADA, and (to the extent applicable) Florida law regarding the operation of low-speed vehicles. In

addition, Municipality agrees that each contract it enters into with an On-demand Transportation Services provider includes a requirement that the provider obtain and maintain automobile business liability insurance (including owned, hired, non-owned, scheduled) in an amount not less than one million dollars (\$1,000,000) per occurrence for property damage and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, with both Municipality and County named as additional insureds under such policies.

4.3.6.3. Prior to the commencement of On-demand Transportation Services funded by Transportation Surtax Proceeds, each Municipality shall provide County, on a form approved by MAP Administration, the name of each On-demand Transportation Services provider with which it has contracted to perform such services, a copy of the contract with such provider, the provider's Certificate of Insurance, and such other information as may be requested by MAP Administration.

4.3.6.4. Each Municipality utilizing Transportation Surtax Proceeds to provide On-demand Transportation Services is solely responsible for administering all contracts it has entered with providers of such services and shall, to the maximum extent allowable under Applicable Law, indemnify, defend, and hold County harmless from all claims, causes of action, and damages of any kind associated with such On-demand Transportation Services.

4.3.7. Payment of Formula-based Funds; Return of Unused Funds. Except if a Municipality has elected to defer receipt of Formula-based Funding for a specific Fiscal Year as provided for in Section 4.3.5, each Municipality will receive its annual Formula-based Funds, in full, within forty-five (45) days after County's approval of Municipality's list of proposed Municipal R&M Projects and On-demand Transportation Services (if applicable). If a Municipality does not wish to receive advance funding and would rather receive its Formula-based Funding quarterly throughout the Fiscal Year on a reimbursement basis, the Municipality may make such request in writing to the County Administrator, who shall have the authority, in their discretion, to approve or reject such request. If a Municipality does not fully encumber all Formula-based Funds in a single Fiscal Year (i.e., not committed to an approved project already under contract), within thirty (30) days after the issuance of Municipality's annual comprehensive financial report, Municipality shall notify the County in writing regarding the status of such unencumbered funds and may request to have those unencumbered funds rolled over to the next Fiscal Year so that the project(s) on which such funds were intended to be used can be completed. The County Administrator, upon receipt of the Municipality's request, may either approve the rolling over of such funds to the same project, which must be completed within the next Fiscal Year, or direct in writing that such unencumbered funds be returned to County within sixty (60) days of such written direction, and such funds may be reallocated by County towards approved Municipal R&M Projects and On-demand Transportation Services for the next Fiscal Year (e.g., a refund of Formula-based Funding

received for Fiscal Year 2026 may be requested by the Municipality for Municipal R&M Projects and On-demand Transportation Services for Fiscal Year 2027).

4.3.8. Small Municipality Formula-based Funding Enhancement. A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Such waiver must be in writing, approved by the elected body of Municipality, and delivered to MAP Administration. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of Centerline Miles owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program. For example, if Municipality has 0.5% of the Centerline Miles located within all Municipalities within Broward County, and \$40 million is allocated that Fiscal Year for Municipal R&M Projects and On-demand Transportation Services and the Grant Match Program, the increase in Municipality's Formula-based Funding for that Fiscal Year will be \$200,000 (i.e., \$40 million x 0.5%).

4.4. Funding of Municipal Capital Projects and Municipal Capital Project Tails.

4.4.1. Municipal Capital Projects with Existing Surtax Funding Agreements. Municipalities seeking funding for the next phase(s) of previously approved Municipal Capital Projects that are included in the current or prior Municipal Five-Year Plans and that are already under a Surtax Funding Agreement as of the Effective Date must enter into a new Surtax Funding Agreement that will govern all future phases of that project.

4.4.2. Municipal Capital Projects without a Surtax Funding Agreement. Municipal Capital Projects that have not been the subject of a Surtax Funding Agreement prior to the Effective Date must have a fully executed Surtax Funding Agreement in order to be funded with Transportation Surtax Proceeds.

4.4.3. Municipal Capital Project Tails. Municipal Capital Projects that were approved for planning or design phases prior to the Effective Date, and for which subsequent phases were not included in any Municipal Five-Year Plan prior to the Effective Date, will be prioritized for funding of subsequent phases in future Fiscal Years, subject to the processes described in this section. A list of these projects and currently recommended funding amounts is attached as Exhibit C. Each Fiscal Year, MAP Administration will conduct a readiness review of the projects identified in Exhibit C and identify which

projects are able to receive funding and identify the anticipated Fiscal Year in the Five-Year Plan in which funding will be provided.

4.4.4. Municipal Capital Project Contingency; Cost Escalation. Municipal Capital Project Contingency will only apply to or be available to fund construction-phase Municipal Capital Projects. Contingency amounts included in any Surtax Funding Agreement will be part of the maximum not-to-exceed Transportation Surtax funding amount for that phase of the project, inclusive of any Transportation Surtax funding rolled over from previous phases. A Municipality may request that additional Municipal Capital Project Contingency be added to a Surtax Funding Agreement above and beyond the maximum not-to-exceed amount of Transportation Surtax funding awarded for the project during the negotiation of the Surtax Funding Agreement. If there are appropriated but unallocated Transportation Surtax Funds within the Adopted Municipal Transportation Surtax Funding, the County Administrator may, in their sole discretion and on a case-by-case basis, agree to include in the Surtax Funding Agreement a line item for Municipal Capital Project Contingency up to a maximum amount not-to-exceed twenty-five percent (25%) of the Transportation Surtax-funded portion of the Municipal Capital Project. The Transportation Surtax funds associated with Municipal Capital Project Contingency are payable on a reimbursement basis and may only be requested by Municipality after all work on the applicable project has been completed, as documented by final invoices for the project and certifications of completion from Municipality (including attestations from Municipality's project manager or engineer of record on the applicable project).

4.5. Grant Match Program. Commencing in Fiscal Year 2026 and continuing each subsequent Fiscal Year through Fiscal Year 2033, subject to the prioritization schedule shown in Section 4.1, County may allocate a portion of Adopted Municipal Transportation Surtax Funding towards a Grant Match Program. For Fiscal Year 2034 through Fiscal Year 2048, Grant Match Program funding shall be set at forty percent (40%) of the Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. The purpose of the Grant Match Program is to allow Municipalities to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding or appropriations for otherwise Eligible Municipal Projects. In addition to all other requirements contained in this 2025 ILA, the following shall apply to the Grant Match Program:

4.5.1. Each Municipality seeking funding from the Grant Match Program for an Eligible Municipal Project shall submit an application to MAP Administration providing details of the proposed Eligible Municipal Project for which funding is sought including, without limitation: (a) the geographic area where the project will be constructed; (b) the proposed start and completion date of the project; (c) the state or federal grant program or appropriation; (d) a copy of the grant application or notice of funding award (if applicable); and (e) such other information as MAP Administration may require.

4.5.2. Each proposed project is subject to County review for eligibility under Section 212.055(1)(d), Florida Statutes, and this 2025 ILA.

4.5.3. Approval may be subject to confirmation that the proposed project does not create deleterious competition to a project actively supported by County.

4.5.4. Each Municipality shall only be able to apply for funding from the Grant Match Program one (1) time each Fiscal Year. Multiple Municipalities may apply jointly for funding from the Grant Match Program for projects that are located within their collective jurisdictions. A joint application shall count as an application by each Municipality participating in the joint project.

4.5.5. To be eligible for funding through the Grant Match Program, the Municipality (or Municipalities, if a joint project) must pledge to fund at least twenty-five percent (25%) of the required local match from non-Transportation Surtax Funds.

4.5.6. Depending on availability of funds, County may, at the beginning of each Fiscal Year, establish and notify Municipalities of a per-project limit on match funding from the Grant Match Program.

Funding from the Grant Match Program is generally available on a first-come/first-served basis throughout the Fiscal Year. Funding from the Grant Match Program in the amount requested by each Municipality will be encumbered upon MAP Administration's approval of a completed Grant Match Program application. Municipality must notify MAP Administration in writing regarding the status of their grant or appropriation application no later than thirty (30) days after notices of award are announced by prospective grantors. If a Municipality is not awarded the state or federal grant or appropriation during that grant or legislative cycle, the Grant Match Program approval will be deemed cancelled and the encumbered funds will be made available to other Municipalities that wish to apply for funding from the Grant Match Program. If a Municipality receives a reduced amount of the grant or appropriation, the funding from the Grant Match Program will be reduced in a proportionate amount.

If Municipality is awarded a grant or appropriation for the Eligible Municipal Project and will receive funding from the Grant Match Program, in addition to all other obligations contained in the grant or appropriation agreement, Municipality must comply with all other requirements of this 2025 ILA in connection with its receipt of Transportation Surtax funding for that project, including the obligation to enter into a Surtax Funding Agreement for the project. To the extent there is any express, direct conflict between (a) the terms of this 2025 ILA and/or a Surtax Funding Agreement and (b) the requirements contained in any state or federal grant or appropriation (e.g., prohibitions or limitations on CBE or other County ordinance, etc.), the requirements of the federal or state grant or appropriation shall govern.

Commencing in March of each Fiscal year, MAP Administration will review the status of all previously approved Grant Match Program funding requests and cancel approvals of Grant Match Program funding under the following circumstances: (i) the grant or appropriation was not

awarded to the applicable Municipality; (ii) the Municipality's project was selected for the grant/appropriation but the award level is insufficient to allow the project to move forward without additional (and unavailable) non-Surtax funds from the Municipality; or (iii) the grant program ends without making an award. If a Grant Match Program approval is canceled, the Transportation Surtax funds associated with the County grant for that project will be unencumbered and be made available for other Eligible Municipal Projects, as more fully described in Section 4.6 below.

4.6. Unencumbered Grant Match Program Funds; New Municipal Capital Projects.

If approved Grant Match Program funding is unencumbered as provided in Section 4.5 above, MAP Administration will periodically notify the BCCMA in writing of the amount of funding that has become unencumbered and request that the BCCMA provide a written response regarding how such unencumbered funds should be utilized during the next Fiscal Year (i.e., reapplied to the Grant Match Program, used for additional Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services, or dedicated to fund New Municipal Capital Projects through a competitive application process). If the BCCMA does not provide a written response to MAP Administration within sixty (60) days after receipt of the notice regarding the unencumbered funds, the County Administrator may, in their discretion, determine the disposition of such funds for Eligible Municipal Projects for the next Fiscal Year.

If the BCCMA advises that it wishes to have the unencumbered funds used to pay for New Municipal Capital Projects through a competitive application process, the BCCMA and MAP Administration will collaborate to establish the timeline for submission of such applications, the criteria to be utilized by the BCCMA to rank such applications, and any other material aspects of the program. The details regarding the application process and program will be distributed to all Municipalities at least sixty (60) days prior to the deadline for applications. All applications will be reviewed by County for eligibility for Transportation Surtax Funding pursuant to Section 212.055(1)(d), Florida Statutes, and the terms of this 2025 ILA. After eligibility determinations are made and the BCCMA completes its ranking process, the BCCMA shall provide the County Administrator with its list of recommended New Municipal Capital Projects. Any Municipality recommended for a New Municipal Capital Project that is ultimately approved by the County Commission for Transportation Surtax funding must enter into a Surtax Funding Agreement to receive Transportation Surtax funding.

ARTICLE 5. DISTRIBUTION OF TRANSPORTATION SURTAX PROCEEDS

5.1. County's Minimum Annual Guarantee; Project Funding; Annual True-Up.

5.1.1. For each Fiscal Year, the annual amount of Transportation Surtax appropriated for Eligible Municipal Projects shall be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Notwithstanding anything else stated in this 2025 ILA, the Parties acknowledge and stipulate that County has no obligation to fund Eligible Municipal Projects in any Fiscal Year in excess of the Minimum Annual Guarantee. In addition, the

Parties acknowledge and stipulate that County may in any Fiscal Year, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the Minimum Annual Guarantee amount allocated to the Municipalities for that Fiscal Year to fund Eligible Municipal Project(s), whether or not the project(s) were ever ranked by the BCCMA and regardless of any ranking priority that had previously been assigned to the project(s). Further, the Parties agree that: (i) any Eligible Municipal Project's previous ranking does not apply to Municipal Capital Projects or Municipal R&M Projects that County elects to fund in excess of the Minimum Annual Guarantee; and (ii) County has complete discretion to fund any such Eligible Municipal Projects in excess of the Minimum Annual Guarantee if, and on such terms and conditions, that County chooses.

5.1.2. Each Fiscal Year, County shall perform an Annual True-Up comparing (i) the Adopted Municipal Transportation Surtax Funding for the previous Fiscal Year against (ii) the actual Transportation Surtax Proceeds received by County and (iii) the actual amount paid out to Municipalities for Eligible Municipal Projects.

5.1.2.1. If, as a result of the Annual True-Up, County determines that County received less Transportation Surtax Proceeds than anticipated and, as a result, the Adopted Municipal Transportation Surtax Funding paid to Municipalities in a Fiscal Year was more than the percentage of Transportation Surtax Proceeds that County advised Municipalities was committed by County to Municipalities for that Fiscal Year (such amount being the "Overpayment Amount"), County may, in the County Administrator's discretion, reduce the Adopted Municipal Transportation Surtax Funding in the next Fiscal Year or delay funding for Municipal Capital Projects (where: (a) a Surtax Funding Agreement for a construction phase has not been executed; or (b) the Municipality has not completed its solicitation or no Notice of Proceed to a contractor has been issued) until a future Fiscal Year, or a combination of both, provided the total amounts reduced or delayed does not exceed the Overpayment Amount. For example, if County anticipated to receive \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and County committed 10% (\$50 million) to Municipalities for that Fiscal Year (so the Adopted Municipal Transportation Surtax Funding was budgeted at \$50 million), and upon completing the Annual True-Up in April/May 2026, County determined that only \$480 million in Transportation Surtax Proceeds were actually received by County in Fiscal Year 2025, County may reduce the Adopted Municipal Transportation Surtax Funding in Fiscal Year 2027 by the Overpayment Amount of \$2 million).

5.1.2.2. If, as a result of the Annual True-Up, County determines that either (i) more Transportation Surtax Proceeds were received by County than anticipated; or (ii) the full amount of Adopted Municipal Transportation Surtax Funding was not appropriated in that Fiscal Year for Community Shuttle and/or Eligible Municipal Projects (with the additional funds or the under-appropriated funds being the "Differential Amount"), then County, in its sole discretion, after

consultation with the BCCMA, will: (i) make funding available in the current Fiscal Year for Municipal Capital Project Contingency; and/or (ii) roll over funds to the next Fiscal Year to increase (a) the Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services and/or (b) the funding of the Grant Match Program; the total additional funding available in the current Fiscal Year and the roll over funds to the next Fiscal Year shall not exceed the Differential Amount. For example, if County anticipated receiving \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and committed 10% (\$50 million) in Transportation Surtax Proceeds to Municipalities for that Fiscal Year, and upon completing the Annual True-Up in April/May 2026, County determined that \$520 million in Transportation Surtax Proceeds was actually received in Fiscal Year 2025, County may add funding in Fiscal Year 2026 to Municipal Capital Project Contingency and/or increase the Adopted Municipal Transportation Proceeds in Fiscal Year 2027, up to an aggregate total of \$2 million. Any increase in funding to Municipalities due to the Annual True-Up shall not count towards the Minimum Annual Guarantee for the Fiscal Year in which the increase is made.

5.1.3. Upon a written request from a Municipality, County in its sole discretion may apply previously approved funding for a designated phase (i.e., planning and design) of an Eligible Municipal Project previously approved (whether during the term of this 2025 ILA or an earlier version of the ILA) to another phase of the same project (i.e., design or construction) if the following conditions are met: (i) the previously recommended phase(s) are completed or other circumstances render Transportation Surtax funding of those phase(s) futile (e.g., the phase was funded with non-Transportation Surtax funds); (ii) the replacement phase to be funded has been deemed by County to be statutorily eligible for Transportation Surtax funding; and (iii) Municipality demonstrates to MAP Administration that it has committed sufficient non-Transportation Surtax funds necessary to complete the replacement project phase. The funding amount previously approved for the replaced phase is the maximum amount that County will apply to the replacement phase. Any funding reallocated pursuant to this section shall be counted towards County's Minimum Annual Guarantee obligations for the applicable Fiscal Year that such funding was originally allocated.

5.1.4. The timing and process of funding any Eligible Municipal Project shall be consistent with Applicable Law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Eligible Municipal Project unless County has determined the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this 2025 ILA to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) an Eligible Municipal Project submitted by a municipality that is not a party to this 2025 ILA; or (ii) any project (or element of a project) that is determined to be statutorily ineligible to be funded with Transportation Surtax Proceeds.

5.1.5. Reimbursements to Municipalities for Eligible Expenditures. Except for Formula-based Funding provided to Municipalities in accordance with this 2025 ILA, all other payments to Municipalities will be based on the funding schedule provided for in the applicable Surtax Funding Agreement (which may include advance funding and/or reimbursement-based funding). To the extent permissible under Applicable Law, the Surtax Funding Agreement may be executed after Municipality has expended non-Surtax funds on an Eligible Municipal Project but must be executed before County provides any Transportation Surtax funds for the Eligible Municipal Project, and the applicable Surtax Funding Agreement shall govern the eligibility (if any) of Municipality's earlier expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as distributed by County consistent with this 2025 ILA.

5.2. County's Annual Budget and Five-Year Plan.

5.2.1. Minimum Annual Guarantee Satisfaction through Fiscal Year 2025. The Parties agree and stipulate that to the best of each Party's knowledge, funding allocated by County for Eligible Municipal Projects through the Effective Date meets all Minimum Annual Guarantee obligations through Fiscal Year 2025.

5.2.2. Fiscal Year Budgets and Five-Year Plans for Fiscal Year 2026 through 2033. For Fiscal Year 2026 and continuing through Fiscal Year 2033, in the normal course of County's annual budget and capital improvement planning process, County will, through the County Commission acting within its discretion, allocate funding for projects funded by the Transportation Surtax for the then-current Fiscal Year and approve a Five-Year Plan, including Eligible Municipal Projects and County projects planned to utilize Transportation Surtax funding.

5.2.3. County Commission Approval; Allocation for Eligible Municipal Projects. Through and including Fiscal Year 2033, MAP Administration will develop a proposed Municipal Five-Year Plan that includes at least the Adopted Municipal Transportation Surtax Funding, consistent with prior rankings made under the Second Amendment (subject to this 2025 ILA and any subsequent amendments) and County funding recommendations for the applicable Fiscal Years. MAP Administration will notify the BCCMA and Municipalities of County's proposed Municipal Five-Year Plan and the recommended municipal Transportation Surtax program for the applicable timeframe. As used in this 2025 ILA, an Eligible Municipal Project (including, as applicable, the designated phase of an Eligible Municipal Project) is "funded" when the allocation of funding for the Eligible Municipal Project (or the designated phase, as applicable) is included in County's adopted budget for that Fiscal Year. A list of all municipal Transportation Surtax funded projects (Municipal Capital Projects and Municipal R&M Projects) for Fiscal Years 2020 through 2029 are attached as Exhibit D.

5.2.4. County's Discretion to Reorder Funding of Eligible Municipal Projects. The Parties agree and stipulate that County, with written approval of the County Administrator or their written designee, under the circumstances set forth herein, may deviate from rankings of Eligible Municipal Projects to accelerate or delay funding of an Eligible Municipal Project for the applicable Fiscal Year with the goal of ensuring Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to visitors, residents, and businesses. Deviations from rankings of Eligible Municipal Projects in one Fiscal Year shall not operate to automatically modify the order of priority for funding of Eligible Municipal Projects in any subsequent Fiscal Year, which decision shall remain with the County Administrator or their written designee and subject to the provisions of this section. If County uses its discretion pursuant to this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to promptly fund any delayed Eligible Municipal Project(s) once the reason(s) for the deviation as stated in County's written notice are resolved, subject to the availability of Transportation Surtax funds committed by County for the applicable Fiscal Year. The circumstances under which County may exercise its discretion pursuant to this section include but are not limited to the following:

- a. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable Eligible Municipal Project and the timing of other projects that affect the same or nearby transportation elements, to avoid waste;
- b. The Eligible Municipal Project is scheduled for construction funding for that Fiscal Year but is not ready for construction to commence for any of the following reasons:
 - (i) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;
 - (ii) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);
 - (iii) Right-of-way required to construct the project has not been acquired;
 - (iv) The permits required to construct the project have not been obtained;
 - (v) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(vi) Design plans for the Eligible Municipal Project materially change the project in ways that impact the construction phase or otherwise impact the project's statutory eligibility, as determined by the Transportation Surtax General Counsel;

(vii) Non-Transportation Surtax funding required to construct the project is not available; or

(viii) The construction of the project requires coordination with other projects being constructed in the area.

c. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this 2025 ILA;

d. The timing of a Municipality's receipt of non-Transportation Surtax funding in the form of grants and/or appropriations necessitates modifying a project schedule; and/or

e. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

5.3. County Discretion to Terminate Funding for Municipal Capital Projects. MAP Administration may, in its discretion, terminate funding for a Municipal Capital Project, in any phase, if (i) it fails to meet the construction-ready requirements listed in Section 5.2.4. above, or (ii) Municipality fails to enter into a Surtax Funding Agreement within 180 days after (a) the project's funding is appropriated by the County Commission, and (b) all prior phases and County reviews and approvals of the project have been completed (e.g., OESBD review, etc.). If a project is terminated, it will lose its ranking and its allocated funding will become available to fund other Eligible Municipal Projects for any of the applicable Municipalities in the then-current Fiscal Year or within two (2) Fiscal Years thereafter, whether through the Formula-based Funding or by additional funding being made available to the Grant Match Program or for Municipal Capital Project Contingency (construction projects only). Such reallocated funding from terminated projects shall count towards County's satisfaction of the Minimum Annual Guarantee in the Fiscal Year in which the funding was originally intended to be spent and not in the Fiscal Year in which it was reallocated to other Eligible Municipal Projects. A Municipality may elect to resubmit for consideration, in a subsequent Fiscal Year, an Eligible Municipal Project previously terminated by County. If Municipality disagrees with MAP Administration's termination of a project pursuant to this section, Municipality may, within fifteen (15) days after MAP Administration provides written notice to Municipality of termination, provide MAP Administration with written notice of its intent to seek further review of the termination and request for up to an additional ninety (90) day extension from County to either satisfy the conditions that were the basis of the determination to terminate or have the project be placed under a Surtax Funding Agreement, as applicable. Municipality shall, within thirty (30) days after timely providing notice of its intent to seek further review, provide MAP Administration with all documentation and other materials it wishes to have considered by the County Administrator. The decision of the County Administrator

on whether to confirm the termination or provide the extension to Municipality is final. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

5.4. County's Discretion to Deliver an Eligible Municipal Project. County may elect, at any time prior to executing a Surtax Funding Agreement for the project and with the consent of the applicable Municipality(ies) (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the Municipality of its intent to deliver the project. In such circumstances, the funding that would have been provided to Municipality for it to deliver the Eligible Municipal Project will be retained by County and/or paid to FDOT for the construction of the project. Notwithstanding the delivery of an Eligible Municipal Project by County or FDOT, the funding for the project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

5.5. Surtax Funding Agreements. For each Eligible Municipal Project, the Municipalities shall receive Transportation Surtax Proceeds from County subject to and upon execution of a Surtax Funding Agreement between County and Municipality. Transportation Surtax-funded Eligible Municipal Projects must comply with the County Business Enterprise Program (in effect at the time the Surtax Funding Agreement is executed) and include a CBE goal as determined by the Office of Economic and Small Business Development. As of the Effective Date, each Eligible Municipal Project (other than On-demand Transportation Services) shall include, to the extent permitted by Applicable Law, at least a 30% CBE commitment of the Transportation Surtax Proceeds utilized for the project, unless such requirement is determined inapplicable by the Director of County's Office of Economic and Small Business Development or is modified or waived by the County Commission. In addition to the foregoing, each Surtax Funding Agreement will include various requirements that Municipality must agree to in connection with the project, including without limitation requirements that it comply with all Applicable Law relating to the procurement of the contractor performing the work, the utilization of certain provisions contained within County's surtax-funded construction contract, obligations to provide financial and status reports regarding the project for the project's duration, adequate supporting documentation, and such other requirements as may be requested by MAP Administration.

ARTICLE 6. ADDITIONAL REQUIREMENTS

6.1. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds are consistent with Applicable Law and with any conditions required by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project financials, performance data, and deliverables, as may be prescribed by MAP Administration.

6.2. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to annual reporting by Municipality as part of Municipality's required independent financial audit, along with audit by County and/or the Oversight Board. Any interest earned or proceeds received by Municipality for any Transportation Surtax funds shall constitute Transportation Surtax Proceeds and may only be utilized by Municipality for Eligible Municipal Projects and in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by County, Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

6.3. Permitting. To limit public inconvenience and facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by County and is in whole or in part within the geographical boundaries of Municipality, that Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except that this requirement shall not apply to any portion of construction work performed by County that will be owned, operated, and maintained by that Municipality. This waiver shall apply to, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with state and County standards for work performed by County. County shall waive all County permitting fees for Municipal Capital Projects and Municipal R&M Projects unless and to the extent prohibited by applicable state or federal law.

6.4. Road Closures. To the extent requested by County, each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by County, that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads in Municipality that are closed for any reason, including but not limited to construction of Eligible Municipal Projects, other construction, or flooding.

6.5. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing efforts in the manner and content prescribed by County, including but not limited to signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds. Such branding and marketing shall utilize County-approved wording, logos, or other imagery that acknowledges the project contributions of County, the applicable Municipality or Municipalities, and other participating agencies, when applicable. Municipalities receiving Transportation Surtax funds must coordinate with MAP Administration regarding the type, location, and quantities of signage for each project. The costs for all construction signage, memorialized signage, and other branding and marketing materials requested by County pursuant to this section shall be paid by MAP Administration using Transportation Surtax Proceeds. County branding and marketing materials for Eligible Municipal Projects does not count towards the Minimum Annual Guarantee.

6.6. Data Collection and Sharing. To the extent requested by MAP Administration, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets, for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights-of-way, properties, or assets. County shall fund the costs for any such incorporation and placement requested by County. To the extent that Municipality controls data collection from these sensors or other devices, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable Eligible Municipal Project, to the extent requested by MAP Administration, each Municipality shall provide County with all access to such data, including recurring or real-time access or periodic download, as appropriate.

ARTICLE 7. GENERAL PROVISIONS

7.1. Term of Agreement. This 2025 ILA shall remain in full force and effect until all Transportation Surtax Proceeds paid by County for Eligible Municipal Projects have been fully expended by all Municipalities and ninety (90) days have elapsed after the Oversight Board has completed its review of each applicable Party's final audit.

7.2. No Impact on Future Levies. Nothing in this 2025 ILA shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

7.3. Funding Limited to Transportation Surtax Proceeds. County's funding obligations under this 2025 ILA shall be met using only Transportation Surtax Proceeds, and all funding provided by County shall be consistent with and subject to Applicable Law, including Section 129.01, Florida Statutes. Should there be a change in Applicable Law that results in the elimination or otherwise materially modifies the Transportation Surtax (e.g., a requirement that County reduce *ad valorem* taxes as a condition of keeping the Transportation Surtax, etc.), County shall have the right, in the County Commission's discretion, to terminate this 2025 ILA and any Surtax Funding Agreement then in effect, with such termination(s) effective as of the change in Applicable Law, and no further funding obligations pursuant to this 2025 ILA or the applicable Surtax Funding Agreement shall remain after the effective date of such termination. Notwithstanding the termination right referenced in the prior sentence, Surtax Funding Agreements that were executed prior to the effective date of the change in Applicable Law will not be terminated so long as the change in Applicable Law contains a "grandfathering" provision that permits County to continue funding such Surtax Funding Agreements with Transportation Surtax Proceeds through the expiration of such agreements. Any termination by County pursuant to this section shall not constitute a breach of any obligations to the Municipalities hereunder or under any Surtax Funding Agreement.

7.4. Amendment. This 2025 ILA may be amended, and such amendment shall be binding on all Parties, as follows:

7.4.1. By a written document formally approved by County and by such Municipalities that both (i) constitute a majority of Municipalities that are a Party to this 2025 ILA, and (ii) cumulatively represent more than 50% of Broward County's total population; and

7.4.2. Notwithstanding Section 7.4.1 above, no amendment that directly or indirectly: (i) creates any additional liability or obligation of any one Party (but not all Parties); (ii) disproportionately removes a right of only one Party; or (c) has a disproportionate, material adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

7.5. Governing Law, Venue, and Waiver of Jury Trial. This 2025 ILA shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this 2025 ILA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS 2025 ILA, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS 2025 ILA.**

7.6. Counterparts. This 2025 ILA may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

7.7. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this 2025 ILA by one or more Municipalities, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this 2025 ILA.

7.8. Notices. For a notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to County: Broward County Administrator
 115 S. Andrews Avenue, Room 409
 Fort Lauderdale, FL 33301
 Email: mcepero@broward.org

With a copy to: Broward County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Email: nklitsberg@broward.org
ameyers@broward.org

As to Municipality: Manager/Administrator
Name, address, and current email provided on signature page

With a copy to: Municipal Attorney
Name, address, and current email provided on signature page

As to BCCMA: BCCMA President
Name, address, and current email provided on signature page

With a copy to: BCCMA Counsel
Name, address, and current email provided on signature page

A Party's notice address may be changed at any time by that Party giving notice of such change consistent with the requirements of this section.

7.9. Entire Agreement. This 2025 ILA constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and except as expressly provided for in this 2025 ILA, supersedes the Original ILA, the First Amendment, the Second Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this 2025 ILA that is not expressly contained herein, except for those contained in Surtax Funding Agreements relating to specific Eligible Municipal Projects (whether associated with Community Shuttle, Municipal R&M Project, Municipal Capital Project, or otherwise). To the extent of any conflict between or among this 2025 ILA, the Original ILA, First Amendment, or Second Amendment, the provisions of this 2025 ILA shall prevail.

7.10. Headings. The section and subsection headings in this 2025 ILA are inserted for convenience only and shall not affect in any way the meaning or interpretation of this 2025 ILA.

7.11. Joint Preparation. The preparation of this 2025 ILA has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

7.12. Severability. If any portion of this 2025 ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this 2025 ILA in a manner designed to effectuate the intent of the Parties.

7.13. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this 2025 ILA.

7.14. Individual Liability. Except for the obligations of Municipalities to defend, indemnify, and/or hold County harmless as provided for in this 2025 ILA or in an individual agreement associated with an Eligible Municipal Project, each Party agrees and commits to fully comply with the obligations of this 2025 ILA for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this 2025 ILA shall not constitute a default by any other Party.

7.15. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date, there has been no known breach, by any Party, of any right, obligation, term, or other condition of the Original ILA, the First Amendment, and/or the Second Amendment. To the extent any Party has actual knowledge of any potential claim for a breach or default under the Original ILA, the First Amendment, and/or the Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases such claims against each other Party. Notwithstanding anything in this section to the contrary, this section shall not in any way impact any claims, defenses, or rights that a Party may have pursuant to a Surtax Funding Agreement that was executed prior to the Effective Date and during the effective period of the Original ILA, the First Amendment, or the Second Amendment.

7.16. Measurement of Time; Time of the Essence. All time periods referenced in this 2025 ILA shall be measured in calendar days. Time is of the essence for all Municipality obligations under this 2025 ILA.

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IN WITNESS WHEREOF, the Parties have made and executed this 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of June, 2025 (Agenda Item 65); the BCCMA, signing by and through its authorized officer or official; and each Municipality, signing by and through its authorized officer or official.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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: _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK
Amended and Restated ILA (3rd Amendment) 5-14-25.docx
06/09/2025
#1168734.20

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____
_____, Mayor

Print or Type Name of Witness

_____ day of _____, 2024

Signature of Witness

By: _____
_____, Municipal Manager

Print or Type Name of Witness

_____ day of _____, 2024

ATTEST:

Notices to Municipality: (name/address/email)

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

With a copy to Municipality Counsel:

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

The Broward County City Managers Association, Inc., through its governing body, signing by and through its _____, authorized to execute the same by BCCMA action on the _____ day of _____, 2025.

BCCMA

WITNESS:

Signature of Witness

By: _____
Signature

Print or Type Name of Witness:

Print Name/Title:

_____ day of _____, 2024

Signature of Witness

Print or Type Name of Witness

Approved as to form by:
BCCMA Counsel

Notices to BCCMA: (name/address/email)

Signature

Print Name

With a copy to BCCMA Counsel:

EXHIBIT A**Cycle 1 Municipal Capital Projects (MCP) Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
COOP-036	2020	Cooper City
DEER-003	2020	Deerfield Beach
LLAK-006	2020	Lauderdale Lakes
MARG-002	2020	Margate
MARG-047	2020	Margate
OAKL-007	2020	Oakland Park
PPIN-039	2020	Pembroke Pines
PPRK-010	2020	Pembroke Park
SUNR-075	2020	Sunrise
TAMA-008	2020	Tamarac
WILT-009	2020	Wilton Manors
WPRK-007	2020	West Park

**Cycle 1 Municipal Rehabilitation & Maintenance Projects (R&M)
Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
DBEACH-FY2020-00001	2020	Dania Beach
FTLAUD-FY2020-00001	2020	Fort Lauderdale
HBEACH-FY2020-00001	2020	Hallandale Beach
LAHILL-FY2020-00001	2020	Lauderhill
LHPOINT-FY2020-00001	2020	Lighthouse Point
LHPOINT-FY2020-00002	2020	Lighthouse Point
LLAKES-FY2020-00001	2020	Lauderdale Lakes
MARG-FY2020-00001	2020	Margate
MARG-FY2020-00002	2020	Margate
MARG-FY2020-00003	2020	Margate
MARG-FY2020-00004	2020	Margate
NRTHLAUD-FY2020-00006	2020	North Lauderdale
NRTHLAUD-FY2020-00008	2020	North Lauderdale
OAKLAND-FY2020-00003	2020	Oakland Park
SUNRISE-FY2020-00003	2020	Sunrise
SUNRISE-FY2020-00006	2020	Sunrise

EXHIBIT B
Fiscal Year 2026 Formula-based Funding Amounts

Municipal Centerline Mileage (Data as of September 30, 2023)				Formula Allocation by Municipality FY2026	
Municipality	Municipal Roads			Amount: \$30,000,000	
	Paved	Unpaved	Total Miles	Percentage of Centerline Miles ⁽¹⁾	Surtax Allocation ⁽²⁾
Coconut Creek	48.000	0.000	48.000	1.14%	\$343,110
Cooper City	75.040	0.000	75.040	1.79%	\$536,396
Coral Springs	226.100	0.000	226.100	5.39%	\$1,616,193
Dania Beach	93.265	0.000	93.265	2.22%	\$666,671
Davie	310.210	5.500	315.710	7.52%	\$2,256,738
Deerfield Beach	146.600	0.000	146.600	3.49%	\$1,047,917
Ft. Lauderdale	509.500	27.900	537.400	12.80%	\$3,841,408
Hallandale Beach	68.193	0.000	68.193	1.62%	\$487,453
Hillsboro Beach ⁽³⁾	0.500	0.000	0.500	0.01%	\$3,574
Hollywood	365.370	61.100	426.470	10.16%	\$3,048,465
Lauderdale-By-The-Sea	16.680	0.000	16.680	0.40%	\$119,231
Lauderdale Lakes	44.000	0.000	44.000	1.05%	\$314,518
Lauderhill	106.500	0.000	106.500	2.54%	\$761,276
Lazy Lake Village	2.000	0.000	2.000	0.05%	\$14,296
Lighthouse Point	45.500	0.000	45.500	1.08%	\$325,240
Margate	101.090	0.000	101.090	2.41%	\$722,605
Miramar	166.380	0.000	166.380	3.96%	\$1,189,307
North Lauderdale	54.000	0.000	54.000	1.29%	\$385,999
Oakland Park	115.000	0.000	115.000	2.74%	\$822,036
Parkland	29.200	0.000	29.200	0.70%	\$208,726
Pembroke Park	9.900	0.000	9.900	0.24%	\$70,767
Pembroke Pines	469.850	0.000	469.850	11.20%	\$3,358,551
Plantation	219.800	0.000	219.800	5.24%	\$1,571,160
Pompano Beach	279.208	0.000	279.208	6.65%	\$1,995,816
Sea Ranch Lakes	2.040	0.000	2.040	0.05%	\$14,582
Southwest Ranches	67.600	0.300	67.900	1.62%	\$485,358
Sunrise	186.020	8.400	194.420	4.63%	\$1,389,740
Tamarac	136.860	0.000	136.860	3.26%	\$978,294
West Park	51.550	0.000	51.550	1.23%	\$368,486
Weston	100.743	0.000	100.743	2.40%	\$720,125
Wilton Manors	47.000	0.000	47.000	1.12%	\$335,962
TOTALS	4,093.699	103.200	4,196.899	100%	\$30,000,000

Source: 2023 City County Mileage, FDOT City/County Road Mileage Report, Retrieved from https://ftp.fdot.gov/public/folder/nNfLAvm106mshfAabOmyQ/City_and_County_Roads [BCCMA Surtax Subcommittee]

Notes:

- (1) **Percentage of Centerline Miles** is calculated using the Total of Paved + Unpaved Municipal-owned Roads
- (2) **Surtax Allocation** is obtained by applying the **Percentage of Centerline Miles** by Municipality to \$30,000,000
- (3) Hillsboro Beach reports both .5 public miles, and 0; allocation calculated with 0.5 miles

EXHIBIT C
List of Municipal Capital Project Tails

Surtax Municipal Capital Project Information for Projects with Unfunded Tails ⁽¹⁾								
Project Information				Project Phase & Future Programming Information			Unfunded Phase(s) & Future Funding Information	
	Municipality	Project ID	Project Name	Funded Phase	Fiscal Year Programmed	Amount Programmed	Unfunded Phase	Estimated Cost (2)
1	Wilton Manors	WILT-22-001	Five Points Redesign Project Construction Phase	Design	2026	\$ 500,000.00	Construction	\$ 4,725,000
2	Miramar	MIRA-017	Bass Creek Road Expansion from SW 148th Avenue to FL Turnpike	Design	2027	\$ 506,520.00	Construction	\$ 4,280,128
3	Oakland Park	OAKL-22-020	NE 6th Avenue Improvements	Planning	2028	\$ 552,779.00	Design & Construction	\$ 12,823,731
4	Oakland Park	OAKL-22-003	NW 39th Street Improvements	Planning	2028	\$ 235,414.00	Design & Construction	\$ 3,554,459
5	Fort Lauderdale	FORT-22-001	SW 14 Avenue and Middle Street capacity increase and added parking lane	Design	2028	\$ 223,320.00	Construction	\$ 7,882,936
6	West Park	WPRK-001	County Line Road from SW 56th Avenue to South State Road 7 Improvement	Design	2027	\$ 115,400.00	Construction	\$ 1,350,729
7	Weston	WEST-312	South Post Road Roadway Improvements	Design	2027	\$ 1,181,617.00	Construction	\$ 10,851,452
8	Miramar	MIRA-013	SW 184th Avenue Expansion from Miramar Parkway to Pembroke Road	Design	2028	\$ 1,527,120.00	Construction	\$ 25,106,984

Notes:

- (1) Projects #1-5 were recommended by the MPO for construction funding in new fifth year of Municipal Five-Year Plan (FY2030), totaling \$33,266,254.
- (2) Estimated cost utilized for unfunded phases is based on the data and report created by the MPO, titled "Ranking and Recommendations Cycle 6 Results," submitted to the County on April 15, 2025.

EXHIBIT D **Municipal Five-Year Plans for Fiscal Years 2020 - 2029**

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
RBM	1	Lauderhill	BC-LAHL-FY2020-00001	\$ 15,500	C																			\$ 15,500
RBM	1	Plantation	BC-PLANT-FY2020-00002	\$ 2,749,823	C																			\$ 2,749,823
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00002	\$ 2,553,217	C																			\$ 2,553,217
RBM	1	Hollywood	BC-HLYWD-FY2020-00003	\$ 1,666,863	C																			\$ 1,666,863
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00004	\$ 1,617,300	C																			\$ 1,617,300
RBM	1	Hollywood	BC-HLYWD-FY2020-00001	\$ 2,967,457	C																			\$ 2,967,457
RBM	1	Tamarac	BC-TAM-FY2020-00001	\$ 2,817,339	C																			\$ 2,817,339
RBM	1	Coconut Creek	BC-CREEK-FY2020-00001	\$ 3,000,000	C																			\$ 3,000,000
RBM	1	Deerfield Beach	BC-DBEACH-FY2020-00001	\$ 791,219	C																			\$ 791,219
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-00001	\$ 1,223,165	C																			\$ 1,223,165
RBM	1	Lighthouse Point	BC-LHPOINT-FY2020-00001	\$ 913,588	C																			\$ 913,588
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00001	\$ 2,981,440	C																			\$ 2,981,440
RBM	1	Miramar	BC-MIRAM-FY2020-00003	\$ 2,234,426	C																			\$ 2,234,426
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-00001	\$ 737,005	C																			\$ 737,005
RBM	1	Hollywood	BC-HLYWD-FY2020-00003	\$ 1,038,006	C																			\$ 1,038,006
RBM	1	Hallandale Beach	BC-HBEACH-FY2020-00001	\$ 2,971,710	C																			\$ 2,971,710
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00002	\$ 2,072,800	C																			\$ 2,072,800
RBM	1	Miramar	BC-MIRAM-FY2020-00002	\$ 1,854,177	C																			\$ 1,854,177
RBM	1	Weston	BC-WESTON-FY2020-00004	\$ 72,765	C																			\$ 72,765
RBM	1	Cooper City	BC-COOPERC-FY2020-00001	\$ 1,036,960	C																			\$ 1,036,960
RBM	1	Dania Beach	BC-DBEACH-FY2020-00001	\$ 297,905	C																			\$ 297,905
RBM	1	Miramar	BC-MIRAM-FY2020-00001	\$ 1,995,001	C																			\$ 1,995,001
RBM	1	Coral Springs	BC-SPRINGS-FY2020-00001	\$ 399,406	C																			\$ 399,406
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00008	\$ 1,440,093	C																			\$ 1,440,093
RBM	1	Margate	BC-MARG-FY2020-00002	\$ 293,310	C																			\$ 293,310
RBM	1	Weston	BC-WESTON-FY2020-00001	\$ 596,268	C																			\$ 596,268
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00001	\$ 1,252,300	C																			\$ 1,252,300
RBM	1	Margate	BC-MARG-FY2020-00001	\$ 176,064	C																			\$ 176,064
RBM	1	Lighthouse Point	BC-LHPOINT-FY2020-00002	\$ 1,051,247	C																			\$ 1,051,247
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00006	\$ 2,914,575	C																			\$ 2,914,575
RBM	1	Sunrise	BC-SUNRISE-FY2020-00003	\$ 852,796	C																			\$ 852,796
RBM	1	Pembroke Pines	BC-PBRKPINES-FY2020-00001	\$ 483,380	C																			\$ 483,380
RBM	1	Weston	BC-WESTON-FY2020-00002	\$ 191,834	C																			\$ 191,834
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00003	\$ 522,757	C																			\$ 522,757
RBM	1	Margate	BC-MARG-FY2020-00003	\$ 1,053,184	C																			\$ 1,053,184
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00001	\$ 1,334,667	C																			\$ 1,334,667
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00003	\$ 1,425,600	C																			\$ 1,425,600
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00002	\$ 1,651,467	C																			\$ 1,651,467
RBM	1	Sunrise	BC-SUNRISE-FY2020-00006	\$ 1,853,260	C																			\$ 1,853,260
RBM	1	Lauderdale Lakes	BC-LLAKES-FY2020-00001	\$ 400,000	C																			\$ 400,000
MCP	1	Wilton Manors	WILT-006	\$ 247,711	C																			\$ 247,711
MCP	1	Sunrise	SUNR-025.1	\$ 5,180,000	C																			\$ 5,180,000
MCP	1	Pompano Beach	POMP-004	\$ 1,174,741	C																			\$ 1,174,741
MCP	1	North Lauderdale	NLAU-007.1	\$ 1,998,187	C																			\$ 1,998,187
MCP	1	Weston	WEST-224	\$ 1,612,082	C																			\$ 1,612,082
MCP	1	West Park	WPRK-004	\$ 1,638,987	C																			\$ 1,638,987
MCP	1	Coral Springs	CORA-115.1	\$ 496,917	C																			\$ 496,917
MCP	1	Dania Beach	DANI-009	\$ 2,191,740	C																			\$ 2,191,740
MCP	1	Davie	DAVI-003	\$ 4,859,167	C																			\$ 4,859,167
MCP	1	Cooper City	COOP-036	\$ 30,000	C																			\$ 30,000
MCP	1	Hallandale Beach	HALL-026	\$ 513,600	C																			\$ 513,600
MCP	1	Deerfield Beach	DEER-003	\$ 800,000	C																			\$ 800,000
MCP	1	Southwest Ranches	SWRA-032	\$ 124,000	C																			\$ 124,000
MCP	1	Oakland Park	OAKL-099	\$ 330,000	C																			\$ 330,000
MCP	1	Hollywood	HOLL-064	\$ 5,000,000	C																			\$ 5,000,000
MCP	1	Pembroke Park	PPRK-002					\$ 1,272,115	C															\$ 1,272,115
MCP	1	Fort Lauderdale	FORT-122	\$ 2,596,668	C																			\$ 2,596,668
MCP	1	Tamarac	TAMA-003.1	\$ 528,902	C																			\$ 528,902
MCP	1	Wilton Manors	WILT-012	\$ 629,804	C																			\$ 629,804
MCP	1	Pompano Beach	POMP-006	\$ 3,741,868	C																			\$ 3,741,868
MCP	1	Hallandale Beach	HALL-005	\$ 2,977,563	C																			\$ 2,977,563
MCP	1	Davie	DAVI-001	\$ 1,000,000	C																			\$ 1,000,000
MCP	1	Hollywood	HOLL-035	\$ 700,000	C																			\$ 700,000
MCP	1	Lauderdale Lakes	LLAK-015	\$ 863,663	C																			\$ 863,663
MCP	1	Weston	WEST-308	\$ 319,086	C																			\$ 319,086
MCP	1	Weston	WEST-307.1	\$ 232,739	C																			\$ 232,739
MCP	1	Tamarac	TAMA-014	\$ 445,817	C																			\$ 445,817
MCP	1	Wilton Manors	WILT-013	\$ 639,650	C																			\$ 639,650
MCP	1	Miramar/Pembroke Pines	MIRA-001	\$ 5,930,000	D	\$ 3,500,000	R					\$ 10,000,000	C	\$ 10,000,000	C	\$ 11,000,000	C	\$ 10,000,000	C	\$ 10,000,000	C		\$ 60,430,000	
MCP	1	Fort Lauderdale	FORT-108	\$ 195,000	P					\$ 780,000	D			\$ 2,762,500	C	\$ 2,762,500	C							\$ 6,500,000
MCP	1	Oakland Park	OAKL-023	\$ 945,000																				

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
MCP	1	Lighthouse Point	LHP-010	\$ 67,500	P							\$ 270,000	D	\$ 1,912,500	C									\$ 2,250,000
MCP	1	North Lauderdale	NLAU-007.2	\$ 360,218	D			\$ 4,639,782	C															\$ 5,000,000
MCP	1	Margate	MARG-002	\$ 20,880	D					\$ 153,120	C													\$ 174,000
MCP	1	Fort Lauderdale	FORT-104	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Oakland Park	OAKL-007	\$ 150,000	P																			\$ 150,000
MCP	1	Coral Springs	CORA-008	\$ 600,000	P									\$ 250,000	D	\$ 9,450,000	C	\$ 9,700,000	C					\$ 20,000,000
MCP	1	Hollywood	HOLI-038	\$ 150,000	P							\$ 600,000	D	\$ 4,250,000	C									\$ 5,000,000
MCP	1	Miramar	MIRA-020	\$ 144,000	D					\$ 1,056,000	C													\$ 1,200,000
MCP	1	Lauderdale Lakes	LLAK-016	\$ 15,000	P					\$ 60,000	D					\$ 425,000	C							\$ 500,000
MCP	1	Sunrise	SUNR-075	\$ 1,110,000	D					\$ 2,860,000	C					\$ 5,280,000	C							\$ 9,150,000
MCP	1	Davie	DAVI-012	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Wilton Manors	WILT-003	\$ 240,000	D					\$ 1,760,000	C													\$ 2,000,000
MCP	1	West Park	WPRK-003	\$ 420,000	D							\$ 3,080,000	C											\$ 3,500,000
MCP	1	Weston	WEST-192	\$ 369,600	D							\$ 3,091,549	C											\$ 3,461,149
MCP	1	Deerfield Beach	DEER-006	\$ 300,000	D					\$ 2,200,000	C													\$ 2,500,000
MCP	1	North Lauderdale	NLAU-008	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Cooper City	COOP-024	\$ 480,000	D							\$ 2,112,000	C	\$ 1,408,000	C									\$ 4,000,000
MCP	1	Parkland	PARK-002	\$ 312,000	D			\$ 2,288,000	C															\$ 2,600,000
MCP	1	Margate	MARG-047	\$ 120,000	D									\$ 880,000	C									\$ 1,000,000
MCP	1	Southwest Ranches	SWRA-022	\$ 5,360	D			\$ 37,840	C															\$ 43,000
MCP	1	Tamarac	TAMA-001	\$ 120,000	P																			\$ 120,000
MCP	1	Dania Beach	DANI-017	\$ 865,440	D			\$ 6,346,560	C															\$ 7,212,000
MCP	1	Coral Springs	CORA-102	\$ 45,000	D									\$ 330,000	C									\$ 375,000
MCP	1	Miramar/Pembroke Pines	MIRA-025	\$ 252,000	D							\$ 1,848,000	C											\$ 2,100,000
MCP	1	Lauderdale Lakes	LLAK-018	\$ 120,000	D											\$ 880,000	C							\$ 1,000,000
MCP	1	Hallandale Beach	HALL-019	\$ 180,000	D											\$ 1,320,000	C							\$ 1,500,000
MCP	1	Davie	DAVI-014	\$ 336,000	D											\$ 2,464,000	C							\$ 2,800,000
MCP	1	Coconut Creek	COCO-016	\$ 330,600	D									\$ 2,424,400	C									\$ 2,755,000
MCP	1	West Park	WPRK-008	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Pompano Beach	POMP-013	\$ 711,452	D							\$ 5,217,316	C											\$ 5,928,768
MCP	1	Parkland	PARK-007	\$ 72,000	D											\$ 528,000	C							\$ 600,000
MCP	1	Margate	MARG-033	\$ 24,000	D											\$ 176,000	C							\$ 200,000
MCP	1	Hollywood	HOLI-056	\$ 300,000	D							\$ 733,333	C											\$ 833,333
MCP	3	Miramar	MIRA-017														\$ 506,520	D						\$ 506,520
MCP	3	West Park	WPRK-001													\$ 115,400	D							\$ 115,400
MCP	3,4	Davie	DAVI-019														\$ 370,416	D	\$ 5,871,572	C				\$ 6,241,988
MCP	3	Weston	WEST-312														\$ 1,181,617	D						\$ 1,181,617
MCP	3,4	Davie	DAVI-002													\$ 367,726	D	\$ 5,619,520	C					\$ 5,987,246
MCP	3	Oakland Park	OAKL-22-004														\$ 471,137	C						\$ 471,137
MCP	3,4	Davie	DAVI-011													\$ 331,979	D	\$ 5,796,163	C					\$ 6,128,142
MCP	3	Lauderhill	LHR-518														\$ 511,563	D	\$ 10,369,448	C				\$ 10,876,011
R&M	1	Oakland Park	OAKL-2020-003							\$ 510,510	C													\$ 510,510
R&M	1	Coral Springs	CORA-2020-002											\$ 1,712,582	C									\$ 1,712,582
R&M	1	Hallandale Beach	HALL-2020-002							\$ 162,979	C													\$ 162,979
R&M	1	North Lauderdale	NLAU-2020-002														\$ 1,646,365	C						\$ 1,646,365
R&M	1	Lauderdale Lakes	LLAK-2020-002													\$ 2,000,000	C							\$ 2,000,000
R&M	1	Margate	MARG-2020-004							\$ 123,599	C													\$ 123,599
MCP	4,5	Coconut Creek	COCO-23-007																\$ 1,623,055	D	\$ 14,745,559	C		\$ 16,368,614
MCP	4,5	Fort Lauderdale	FORT-23-001																\$ 500,000	D	\$ 9,677,609	C		\$ 10,177,609
MCP	4	Coconut Creek	COCO-23-001																	\$ 6,371,882	C			\$ 6,371,882
MCP	4	Oakland Park	OAKL-22-020																\$ 552,779	P				\$ 552,779
MCP	4	Wilton Manors	WILT-22-001													\$ 500,000	D							\$ 500,000
MCP	4	Oakland Park	OAKL-22-003																\$ 235,414	P				\$ 235,414
MCP	4	Fort Lauderdale	FORT-22-001																\$ 223,320	D				\$ 223,320
MCP	4	Miramar	MIRA-013																\$ 1,527,120	D				\$ 1,527,120

MCP = Municipal Capital Project; R&M = Rehabilitation & Maintenance Project

PH = Phases: P - Planning, D - Design, R - Right of Way, C - Construction

NOTE: MCPs or R&Ms that have been combined with other awarded municipal projects are referred to as "bundles"; only one Project ID associated with a bundle is shown. MCPs or R&Ms that have been withdrawn or removed from the municipal surtax program are not shown.

ORDINANCE NO. 25-02

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, AMENDING ITS FLOODPLAIN MANAGEMENT ORDINANCE TO IDENTIFY THE EFFECTIVE DATE OF THE REVISED FLOOD INSURANCE STUDY AND RATE MAPS; TO IDENTIFY THE MAYOR AS THE FLOODPLAIN ADMINISTRATOR; TO UPDATE THE DEFINITION OF MARKET VALUE AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, grants local municipalities broad home rule authority to adopt ordinances to provide for health, safety and welfare of the general public; and

WHEREAS, the Village of Lazy Lake ("Village") participates in the National Flood Insurance Program and the Village Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Parts 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Broward County, Florida and Incorporated Areas; and

WHEREAS, Village Council has determined that it is in the public interest to amend its Floodplain Management Ordinance to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps, to designate the Mayor as the Floodplain Administrator, to update the definition of market value to be consistent with _____ and to update references to the *Florida Building Code*.

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

Section 1. The Village's Floodplain Management Ordinance is hereby amended as follows: (deleted is ~~stricken through~~ and additions are underlined):

CHAPTER 1 ADMINISTRATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the *Floodplain Management Ordinance* of the Village of Lazy Lake, hereinafter referred to as "this ordinance."

101.2 Scope. The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

101.3 Intent. The purposes of this ordinance and the flood load and flood resistant construction

requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

101.4 Coordination with the *Florida Building Code*. This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

101.5 Warning. The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

101.6 Disclaimer of Liability. This ordinance shall not create liability on the part of the Village Council of the Village of Lazy Lake or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

102.2 Areas to which this ordinance applies. This ordinance shall apply to all flood hazard areas within the Village of Lazy Lake, as established in Section 102.3 of this ordinance.

102.3 Basis for establishing flood hazard areas. The Flood Insurance Study for Broward County, Florida and Incorporated Areas dated ~~August 18, 2014~~ June 20, 2018 and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the 2250 Lazy ~~Ln~~ Lane, Lazy Lake, FL 33305-1034.

102.3.1 Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 105 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

102.4 Other laws. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

102.5 Abrogation and greater restrictions. This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

102.6 Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

103.1 Designation. The Village ~~Clerk~~ Mayor is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other ~~employees~~ representatives of the Village.

103.2 General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 107 of this ordinance.

103.3 Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

103.4 Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building

to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

103.5 Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 107 of this ordinance.

103.6 Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

103.7 Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 106 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

103.8 Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103.4 of this ordinance;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* and this ordinance to determine that such certifications and documentations are complete; and
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the Village are modified.

103.9 Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of

this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at 2250 Lazy ~~Ln~~ Lane, Lazy Lake, FL 33305-1034.

SECTION 104 PERMITS

104.1 Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

104.2 Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

104.2.1 Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are

prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

104.3 Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Section 105 of this ordinance.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the Floodplain Administrator.

104.4 Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

104.5 Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

104.6 Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

104.7 Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The South Florida Water Management District; section 373.036, F.S.

- (2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (5) Federal permits and approvals.

SECTION 105 SITE PLANS AND CONSTRUCTION DOCUMENTS

105.1 Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.2(2) or
(3) of this ordinance.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105.2(1) of this ordinance.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

105.2 Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance

with currently accepted engineering practices.

- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

105.3 Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and
certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 105.4 of this ordinance.

105.4 Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 106 INSPECTIONS

106.1 General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

106.1.1 Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

106.1.2 Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

106.1.2.1 Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 105.2(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

106.1.2.2 Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 106.1.2.1 of this ordinance.

106.1.3 Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

SECTION 107 VARIANCES AND APPEALS

107.1 General. The Village Council shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Village Council shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.

107.2 Appeals. The Village Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision of the Village Council may appeal such decision to the Circuit Court, as provided by Florida Statutes.

107.3 Limitations on authority to grant variances. The Village Council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 107.6 of this ordinance, the conditions of issuance set forth in Section 107.7 of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Village Council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

107.3.1 Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 105.3 of this ordinance.

107.4 Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 44 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

107.5 Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 107.3.1, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

107.6 Considerations for issuance of variances. In reviewing requests for variances, the Village Council shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject

to lower risk of flooding or erosion;

- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

107.7 Conditions for issuance of variances. Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- (2) Determination by the Village Council that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

SECTION 108 VIOLATIONS

108.1 Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict

with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

108.2 Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

108.3 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

CHAPTER 2 DEFINITIONS

SECTION 202 DEFINITIONS

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance ~~or a request for a variance.~~

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section ~~4612.2. 202.~~] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section ~~4612.2. 202.~~]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section ~~4612.2. 202.~~]

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section ~~4612.2. 202.~~]

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard

map, or otherwise legally designated.

Design flood elevation. The elevation of the “design flood,” including wave height, relative to the datum specified on the community’s legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building’s perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section ~~4612.2. 202.~~]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the “start of construction” commenced before **August 18, 1992** [Also defined in FBC, B, Section ~~4612.2. 202.~~]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before **August 18, 1992**.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section ~~4612.2. 202.~~]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section ~~4612.2. 202.~~]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section ~~4612.2. 202.~~]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in

any year.

- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section ~~4612.2~~ 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section ~~4612.2~~ 202.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section ~~4612.2~~ 202.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 44 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section ~~4612.2~~ 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent property appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the Broward County Property Appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the “start of construction” commenced on or after August 18, 1992 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after August 18, 1992.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [see in section 320.01, F.S.)

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section ~~4642-2~~ 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements ~~to existing structures~~, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a

substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section ~~4642.2~~. 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section ~~4642.2~~. 202.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section ~~4642.2~~. 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

CHAPTER 3 FLOOD RESISTANT DEVELOPMENT

SECTION 301 BUILDINGS AND STRUCTURES

301.1 Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Section 104.2.1 of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 307 of this ordinance.

SECTION 302 SUBDIVISIONS

302.1 Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

302.2 Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 105.2(1) of this ordinance; and
- (3) Compliance with the site improvement and utilities requirements of Section 303 of this ordinance.

SECTION 303 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

303.1 Minimum requirements. All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

303.2 Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

303.3 Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

303.4 Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 105.3(1) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

303.5 Limitations on placement of fill. Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

SECTION 304 MANUFACTURED HOMES

304.1 General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance.

304.2 Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the *Florida Building Code Residential* Section R322.2 and this ordinance.

304.3 Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

304.4 Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 304.4.1 or 304.4.2 of this ordinance, as applicable.

304.4.1 General elevation requirement. Unless subject to the requirements of Section 304.4.2 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A).

304.4.2 Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 304.4.1 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (1) Bottom of the frame of the manufactured home is at or above the elevation required in the *Florida Building Code, Residential* Section R322.2 (Zone A); or
- (2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

304.5 Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322 for such enclosed areas.

304.6 Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322.

SECTION 305 RECREATIONAL VEHICLES AND PARK TRAILERS

305.1 Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

305.2 Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 305.1 of this ordinance for temporary placement shall meet the requirements of Section 304 of this ordinance for manufactured homes.

SECTION 306 TANKS

306.1 Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

306.2 Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 306.3 of this ordinance shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

306.3 Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

306.4 Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

SECTION 307 OTHER DEVELOPMENT

307.1 General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 303.4 of this ordinance if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and

- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

307.2 Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 303.4 of this ordinance.

307.3 Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 303.4 of this ordinance.

307.4 Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 303.4 of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 105.3(3) of this ordinance.

Section 2. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in the Village of Lazy Lake. This ordinance shall apply to all applications for development in flood hazard areas submitted on or after the effective date of this ordinance.

Section 3. Conflicts. All ordinances or parts of ordinances or resolutions or parts of resolutions in conflict herewith shall be and are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any section, subsection, clause or provision of this ordinance be held or declared by a court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 5. Effective Date. This ordinance shall become effective upon its final adoption.

PASSED on first reading this _____ day of _____, 2025.

PASSED AND ADOPTED on second reading this ____ day of _____, 2025.

SIGNATURES ON FOLLOWING PAGE

VILLAGE OF LAZY LAKE, FLORIDA

By: _____
Ray Nyhuis, Mayor

ATTEST:

By: _____
Tedra Allen, MMC
Administrative Assistant

**FIRST READING
ROLL CALL**

Councilman Grenell	_____
Councilman Nadeau	_____
Councilman Daugherty	_____
Councilman Merrill	_____
Councilman Arliff	_____

**SECOND READING
ROLL CALL**

Councilman Grenell	_____
Councilman Nadeau	_____
Councilman Daugherty	_____
Councilman Merrill	_____
Councilman Arliff	_____

APPROVED AS TO FORM AND LEGALITY

Pamala H. Ryan, Esq.
Village Attorney

(Can be used to Contract with Private Consultant FPMs)

Inter-Local Agreement between

[County Name] County,

and

[Name of Municipality]

THIS INTER-LOCAL AGREEMENT is made and entered into on this _____ day of _____, _____, by and between the Board of County Commissioners, ***[County] County***, a political subdivision of the State of Florida (hereinafter "COUNTY") and ***[Name of Municipality]*** a municipal corporation of the State of Florida (hereinafter ***["CITY", "TOWN", "VILLAGE"]***), both of which understand and agree as follows:

WHEREAS, [COUNTY] and [CITY, TOWN, VILLAGE] has the legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, under Chapters 125, 163, 166, and 553, Florida Statutes, the Parties hereto have the common power and responsibility to adopt, administer, and enforce land development regulations, including floodplain management regulations, and to enforce the Florida Building Code within their jurisdictional limits; and

WHEREAS, [CITY, TOWN, VILLAGE] desires and requests [COUNTY] to provide services necessary to administer and enforce the floodplain management regulations adopted by [CITY, TOWN, VILLAGE] within the corporate limits of [CITY, TOWN, VILLAGE]; and

WHEREAS, the COUNTY is willing and able to provide such services subject to the terms and conditions set forth herein; and

WHEREAS, under Chapter 163, Florida Statutes, the Parties are authorized to enter into Inter-Local agreements;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, [COUNTY] and [CITY, TOWN, VILLAGE] hereby agree as follows:

1. **PURPOSE.** Under Section 163.01, Florida Statutes, the purpose of this Agreement is to establish the responsibilities of the Parties and procedures whereby [COUNTY] will provide specified services to administer and enforce the floodplain management regulations of [CITY, TOWN, VILLAGE] within the corporate limits of [CITY, TOWN, VILLAGE].

2. **ADMINISTRATION AND ENFORCEMENT OF FLOODPLAIN MANAGEMENT REGULATIONS**

DEFINED. The Parties agree that the administration and enforcement duties contemplated by this Agreement are those duties that are necessary and appropriate to enforce the floodplain management regulations of [CITY, TOWN, VILLAGE], which are found in Chapter [*Instruction: insert appropriate citation for municipality's regulations*] involving, in general, the duties of the Floodplain Administrator set forth therein, and other duties that shall generally and naturally stem from the participation of [CITY, TOWN, VILLAGE] in the National Flood Insurance Program. Activities required to be performed only by the [CITY, TOWN, VILLAGE] under the National Flood Insurance Program are not included in this Agreement.

The Parties expressly agree that, unless explicitly identified in writing by [CITY, TOWN, VILLAGE], no performance standards other than those which are generally applicable to similar enforcement activities by [COUNTY] elsewhere outside of the corporate limits of the [CITY, TOWN, VILLAGE], is intended or should be inferred as a result of this Agreement. [*Explanatory Note: this puts the burden on the municipality to identify, in writing, any provisions that vary from the county's, such as freeboard.*]

The Parties also expressly agree that [COUNTY] may elect to enforce the regulations of [CITY, TOWN, VILLAGE] using any of the methods established under Chapter [*Instruction: insert appropriate citation for County's regulations*] of [COUNTY] Code of Ordinances.

3. **REPRESENTATIVES OF THE PARTIES.** The Parties hereby designate the following as their duly authorized representatives responsible for the implementation of this Agreement, including the establishment of specific procedures and processes to facilitate the purpose and intent: [*Explanatory Note: this allows the representatives to develop written procedures that identify which party will fulfill or perform specific functions and duties of the floodplain administrator and that may be modified from time to time by the representatives, without requiring formal amendment of the Agreement.*]

<u>[County] County</u>	<u>[Name of Municipality]</u>
[County Official, by title]	[Municipal Official, by title]
[Address]	[Address]

4. **DUTIES OF [CITY, TOWN, VILLAGE].** [CITY, TOWN, VILLAGE], acting through its designated representative, shall:
- Be responsible to the National Flood Insurance Program for administering and enforcing the floodplain management regulations of [CITY, TOWN, VILLAGE].
 - Upon request by the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency, attend meetings and participate in telephonic and electronic communications related to

[CITY, TOWN, VILLAGE]'s participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, if applicable.

- c. In coordination with [COUNTY], undertake appropriate actions identified in writing by the Florida Division of Emergency Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.
 - d. In coordination with [COUNTY], support actions deemed appropriate after events that damage buildings to determine whether such buildings located in special flood hazard areas that have sustained substantial damage. Such term is defined in the floodplain management regulations of [CITY TOWN, VILLAGE].
5. **DUTIES OF COUNTY.** [COUNTY], acting through its designated representative, shall administer and enforce the floodplain management regulations of [CITY, TOWN, VILLAGE] throughout the term of this Agreement and shall:
- a. Maintain records identified in said regulations in a form and manner that allows the production of documents pertinent to [CITY, TOWN, VILLAGE] upon request by [CITY, TOWN, VILLAGE], the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency.
 - b. Upon request by the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency, attend meetings and participate in telephonic and electronic communications related to [CITY, TOWN, VILLAGE]'s participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, if applicable.
 - c. In coordination with [CITY, TOWN, VILLAGE], undertake appropriate actions identified in writing by the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.
 - d. In coordination with [CITY, TOWN, VILLAGE], undertake actions deemed appropriate after events that damage buildings to determine whether such buildings located in special flood hazard areas have sustained substantial

damage. Such term is defined in the floodplain management regulations of [CITY, TOWN, VILLAGE].

6. **MODIFICATION.** This Agreement may not be modified unless such modifications are in the form of a written amendment executed by both Parties.
7. **TERMINATION.** *[Option A]* This Agreement shall remain in effect unless terminated by either party. This Agreement may be terminated by either party, without cause, and for any reason, upon Ninety (90) Days written notice provided to the other party.

[Option B] This Agreement shall run for a period of *[Instruction: insert time period]* from the effective date and shall be automatically renewed for successive *[Instruction: insert time period]* unless either party gives the other party written notice of its intent not to renew this Agreement, which notice shall be delivered not less than Ninety (90) days prior to the renewal date.

The Parties further agree that:

- a. Upon termination, the Parties shall concur on an appropriate transition that ensures adequate administration and enforcement of the floodplain management regulations of [CITY, TOWN, VILLAGE], with particular attention to the delivery by the COUNTY to [CITY, TOWN, VILLAGE], of all records and data in its possession, regardless of the medium. Costs associated with the delivery of documents and data to [CITY, TOWN, VILLAGE] shall be borne by the party requesting termination.
 - b. *[Instruction: if reimbursement is provided in #8, include this provision; if not provided in #8, delete this item (b) and modify (a) to be a separate paragraph.]*
Termination shall not affect the reimbursement of any cost then owing to [COUNTY] by [CITY, TOWN, VILLAGE], or which subsequently are owed as a result of enforcement actions concluded following the effective date of termination.
8. **REIMBURSEMENT.** *[Option A]* As compensation for [COUNTY]'s services, [COUNTY] shall collect and retain all revenues derived from permit and inspection fees generated within [CITY, TOWN, VILLAGE]; such fees shall not exceed fees charged to [COUNTY] residents for similar services.

[Option B] [COUNTY] shall invoice the [CITY, TOWN, VILLAGE] on a *[Instruction: insert time period]* basis for actual services provided to the [CITY, TOWN, VILLAGE] by [COUNTY] during the preceding *[insert time period]*. [CITY, TOWN, VILLAGE] shall reimburse [COUNTY] within *[time period]* of the date of the invoice. [CITY, TOWN, VILLAGE] shall be invoiced for fractional portions of an hour in quarter-hour increments to the nearest quarter-hour at the rate set forth herein. *[Instruction: selection of this option requires rates to be established, e.g., for building official, counter clerk, plan reviewer, inspector, etc.]*

9. **LIABILITY.** The Parties, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party:
- a. [CITY, TOWN, VILLAGE], as a subdivision of the State of Florida and under Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against [COUNTY] and agrees to be fully liable for any damages proximately caused by said acts or omissions.
 - b. COUNTY, as a subdivision of the State of Florida and under Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against [CITY, TOWN, VILLAGE] and agrees to be fully liable for any damages proximately caused by said acts or omissions.

Nothing herein is intended to serve as a waiver of sovereign immunity by [CITY, TOWN, VILLAGE] or by [COUNTY], nothing herein shall be construed to create any indemnification by one party of another, and nothing herein shall be construed as consent by [CITY, TOWN, VILLAGE] or [COUNTY] to be sued by third parties in any matter arising out of this Agreement.

10. **CLAIMS.** [COUNTY] shall notify [CITY, TOWN, VILLAGE] in writing, within *[insert time period]* of its receipt or knowledge of any claims or pending claims arising out of the performance of the services rendered hereunder.
11. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability, or the occurrence of any event rendering any portion or provision of this Agreement void, shall not be deemed to affect the validity and enforceability of any other parts of the Agreement.
12. **ASSIGNMENT.** This Agreement shall be binding on the Parties, their representatives, successors, and assigns, and any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by either party, without the prior written consent of the Parties; specifically, no duty or responsibility of the Parties shall be assigned or contracted to a third party, whether a public or private entity, unless the Parties first modify this Agreement to set forth the duties of said third party.
13. **APPLICABLE LAW.** This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of [County], Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

14. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments that are not contained in this Agreement or the written procedures and processes developed by the representatives of the Parties.
15. **ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire agreement between the Parties and that there are no promises or understands other than those stated herein.
16. **EXECUTION.** This Agreement shall be executed in triplicate, with each fully executed copy treated as an original.
17. **EFFECTIVE DATE.** This Agreement shall become effective upon filing fully executed copies with the Clerk of the Circuit Court of [County], Florida. In addition, a copy of the executed Agreement shall be provided to the Florida Division of Emergency Management's Office of Floodplain Management.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: [County], Florida through its Board of County Commissioners, signing by and through its authorized Chair, and [Name of Municipality], signing by and through its authorized Mayor.

ADD APPROPRIATE SIGNATURE BLOCKS