

VILLAGE OF LAZY LAKE  
REGULAR MEETING AGENDA  
SUNSERVE BUILDING CONFERENCE ROOM  
2312 WILTON DRIVE, WILTON MANORS, FLORIDA  
THURSDAY, MARCH 14, 2024  
6:30 P.M.

**TO PARTICIPATE VIA TELEPHONE**

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

Pin: **730 449 611#**

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

**Village Council**

Mayor Carlton Kirby

Council Member Ray Nyhuis

Council Member Jeff Grenell

Council Member Mark DiPaolo

Council Member Warren Nadeau

Council Member William Daugherty

**1. Roll Call**

**2. Public Comments (3 minutes)**

**3. Approval of Minutes**

February 1, 2024, Village Council Meeting Minutes

**4. Consent Agenda**

- a. Ratification of payments made for the following invoices:
  - Invoices paid electronically from February 1, 2024 – present day

**5. New Business**

- a. Form 6 Litigation with Weiss Serota
- b. Discussion and possible action on the repair of the boat ramp retaining wall.

**6. Discussion Items**

- a. Short-term Rentals and Enforcement
- b. Waste Services Process and Selection
- c. How is the property owner located when the Rental properties are not in compliance (i.e., renting the property for a venue as opposed to a vacation rental as set forth in the bylaws)?
- d. Lazy Lake Email

**7. Village Attorney comments**

**8. Mayor and Council comments**

**9. Adjournment**

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

**AGENDA AND SUPPORTING DOCUMENTATION POSTED AT:  
[www.lazylakefl.us](http://www.lazylakefl.us)**

*Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, said person will need a record of the proceedings. For such purpose a verbatim record of the*

*proceeding will have to be made, which record includes the testimony and evidence upon which the appeal is to be based.*

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

**VILLAGE OF LAZY LAKE**  
**Village Council Meeting**  
**Meeting Minutes**

2312 Wilton Drive, Wilton Manor, Fl. 33305  
Thursday, February 1, 2024  
6:30pm

**Village Council**

Mayor Carlton Kirby  
Council Member Ray Nyhuis  
Council Member Jeff Grenell  
Council Member Warren Nadeau  
Council Member William Daugherty  
Council Member Mark DiPaolo - Absent

**In Attendance**

Tedra Allen – Administrative Assistant  
Pamala Ryan Esq. – Village Attorney  
Dana Merril – Resident  
Steve Martin – Resident

1. **Roll Call**

The meeting was called to order at 6:38 p.m. It was determined a quorum was present.

2. **Swearing in of Council & Oath Signing**

Mayor Carlton Kirby, Councilman Jeff Grenell, Councilman Warren Nadeau, and Councilman William Daugherty were sworn into their official seats as the elected officials of the Village of Lazy Lake.

3. **Approval of Minutes**

- a. December 7, 2023, Council Meeting Minutes

Motion made by Councilman Grenell to approve the December 7, 2023 Village Council meeting minutes, seconded by Councilman Nyhuis. In a voice vote, the motion passed unanimously 4-0.

4. **Consent Agenda**

- a. Ratification of payments made for the following invoices:  
- Invoices paid electronically from December 7, 2023 - present day.

Motion made by Councilman Grenell to approve invoices paid from December 7, 2023, to the present day, seconded by Councilman Nyhuis. In a voice vote, the motion passed unanimously 4-0.

5. **New Business**

- a. COPCN – Notice of violation

The Village Attorney was given direction to complete the application for the Certificate of Public Convenience and Necessity.

Village of Lazy Lake Minutes

February 1, 2024

6. Discussion Items

a. Broward County Building Department Billing

The Broward County Building Department will start providing detailed billing statements for code enforcement building inspections on individual residential properties. Mayor Kirby and the Village Attorney will reach out to the Broward County Building Department regarding collections and reimbursement of code enforcement fees.

b. Village Account

Motion made by Councilman Grenell authorizing Mayor Kirby to engage and hire a financial consultant, seconded by Councilman Nadeau. In a voice vote, the motion passed unanimously 4-0.

7. Public Comment

Dana Merrill, resident informed the Council of the ongoing issues he is having with the vacation rental at 40 NE 24<sup>th</sup> Street, Lazy Lake, Fl. Councilman Grenell is adamant about enforcing the vacation rental ordinance. Councilman Grenell will look into filing a complaint with the State if the ordinance is not enforced.

The Village Attorney will start the process of issuing cease and desist letters to those not in compliance with the Vacation Rental Ordinance.

There was Council discussion regarding trees blocking access to the lake.

8. Adjournment - 7:52 pm

---

Tedra Allen, MMC    Date

---

Mayor Carlton Kirby    Date



## Date Range

Specific date range

Up To 24 months



From To

Numeric date starting  
with the month

## Filter By

All



Showing 1 - 11 of 11 payments

Prev 1 Next

	Description	Category	Amount	Deliver By ▼	Status
	Tedra Allen Administrative Assistant	Miscellaneous	\$161.11 *4602	MAR 8	Processed Cfm # VYGWT-SW9P2
	Sun Sentinel *5892	Newspaper/Books	\$1,743.38 *4602	MAR 1	Processed Cfm # VXGV2-7XSBY
	Tedra Allen Administrative Assistant	Miscellaneous	\$850.00 *4602	MAR 1	Processed Cfm # VV39W-BZY93
	Waste Management *2004	Garbage & Recycle	\$443.95 *4602	MAR 1	Canceled Cfm # VV6J5-PM64Y
	Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	MAR 1	Processed Cfm # VV39W-C090F
	Ottinot Law P.A.		\$3,220.00 *4602	FEB 26	Processed Cfm # VX1SR-NTNYD
	Solitude Lake Management *Lake		\$197.95 *4602	FEB 14	Processed Cfm # VVVRZ-VVYD3
	Tedra Allen Administrative Assistant	Miscellaneous	\$149.40 *4602	FEB 2	Processed Cfm # VTVD9-CP5P9
	Waste Management *2004	Garbage & Recycle	\$443.95 *4602	FEB 2	Canceled Cfm # VR8CQ-MRW6D
	Tedra Allen Administrative Assistant	Miscellaneous	\$850.00 *4602	FEB 1	Processed Cfm # VR56V-36L4K
	Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	FEB 1	Processed Cfm # VR56V-37271
Total			\$7,810.84	Pending, Processing, and Processed payments only, including any fees	

Showing 1 - 11 of 11 payments

Prev 1 Next



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

## Invoice Details

Billed Account Name: Village Of Lazy Lakes  
Billed Account Number: CU00155892  
Invoice Number: 085484727000  
Invoice Amount: \$164.38  
Billing Period: 12/01/23 - 12/31/23  
Due Date: 01/30/24

All past due amounts are payable immediately

# INVOICE

Page 1 of 2

## Invoice Details

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
12/15/23	SSC85484727	Classified Listings, Online				164.38
12/22/23		General Election on Tuesday March 19 7546223				

Invoice Total: \$164.38

## Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
164.38	0.00	0.00	1,579.00	0.00	0.00

Please detach and return this portion with your payment.



PO Box 8023  
Willoughby, OH 44096

## Remittance Section

Billed Period: 12/01/23 - 12/31/23  
Billed Account Name: Village Of Lazy Lakes  
Billed Account Number: CU00155892  
Invoice Number: 085484727000

Return Service Requested

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

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

Sun Sentinel  
PO Box 8023  
Willoughby, OH 44096



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

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

#### **FINANCIAL RELATED TERMS**

##### **Payments and Disputes**

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

**Agency Liability:** Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Advertiser (or its duly appointed agent) to act on Advertiser's behalf or is otherwise authorized to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Section 11 of the incorporated Ad Publication Terms and Conditions and in Section 24 of the incorporated Digital Services Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertising Services and/or Creation and Digital Services provided and invoiced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether it receives payment from Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency agrees: (a) Publisher will not be bound by any terms, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the Insertion Order or SOW and place an order with Publisher on behalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the Insertion Order, the SOW, the terms stated in this invoice and the Standard Terms and Conditions. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the Insertion Order or SOW.

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

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

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##### **No Set-Off**

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##### **Taxes**

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

##### **Other Services**

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##### **Rate Changes & Postal Changes**

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



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

## Invoice Details

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

# INVOICE

Page 1 of 2

## Invoice Details

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

Invoice Total: \$1,579.00

## Account Summary

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

Please detach and return this portion with your payment.



PO Box 8023  
Willoughby, OH 44096

## Remittance Section

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

Return Service Requested

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

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

Sun Sentinel  
PO Box 8023  
Willoughby, OH 44096



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# Ottinot Law, P.A.

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

# INVOICE

Invoice # 678  
Date: 02/14/2024  
Due On: 03/15/2024

Village of Lazy Lake  
225  
Lazy Lake, Florida 33305

## 00101-Village of Lazy Lake

### General Municipal Services

Type	Date	Notes	Quantity	Rate	Attorney	Total
Service	12/03/2023	Reviewed information on local government financial reporting and upcoming election; drafted resolutions and reviewed other matters for the December agenda/meeting	1.80	\$230.00	Pamala Ryan	\$414.00
Service	12/04/2023	Reviewed the Village's budget with reference to the state legislative auditing committee letter and contacted the state regarding resolution	1.10	\$230.00	Pamala Ryan	\$253.00
Service	12/05/2023	Phone conference with the state auditing committee staff; finalized Village meeting agenda	0.50	\$230.00	Pamala Ryan	\$115.00
Service	12/06/2023	Researched form 6 state requirements; discussions with Waste Management on garbage extension	1.10	\$230.00	Pamala Ryan	\$253.00
Service	12/07/2023	Analyzed Waste Management and Coastal Waste on contracts and prices	1.00	\$230.00	Pamala Ryan	\$230.00
Service	12/07/2023	Prepared for and attended Village Council Meeting	2.20	\$230.00	Pamala Ryan	\$506.00
Service	12/08/2023	Followed up with Coastal on Coastal's tentative agreement to provide services to the Village	0.30	\$230.00	Pamala Ryan	\$69.00
Service	12/11/2023	Receipt, review and analyze proposed Coastal Waste & Recycling Agreement; made changes	0.80	\$230.00	Pamala Ryan	\$184.00
Service	12/13/2023	Circulated the signed Inspection Agreement to all parties; handled Coastal Waste Agreement issues; and followed up with financial consultant	0.80	\$230.00	Pamala Ryan	\$184.00
Service	12/18/2023	Finalized waste services agreement with	0.60	\$230.00	Pamala Ryan	\$138.00

Coastal Waste & Recycling and corresponded with Waste Management						
Service	12/20/2023	Finalized Supervisor of Elections Agreement; and followed up on outstanding agenda requests	0.50	\$230.00	Pamala Ryan	\$115.00
Service	12/27/2023	Finalized exhibits for Coastal Waste Agreement	0.50	\$230.00	Pamala Ryan	\$115.00
Service	12/29/2023	Evaluated transition requirements and follow-up responsibilities due to resignation of Mayor Willard;	0.50	\$230.00	Pamala Ryan	\$115.00
Service	01/03/2024	Followed up on Coastal's new waste service to Village residents	0.30	\$230.00	Pamala Ryan	\$69.00
Service	01/03/2024	Reviewed letter from the State of Florida's Joint Legislative Auditing Committee regarding submitting financial reports; reviewed protocols for upcoming Village election	0.60	\$230.00	Pamala Ryan	\$138.00
Service	01/11/2024	Phone conference with State of Florida on ARPA funds and paperwork; discussed issue with Interim Mayor	0.30	\$230.00	Pamala Ryan	\$69.00
Service	01/24/2024	Receive and review Broward County's Notice of Violation and COPCN application, analyzed	0.30	\$230.00	Pamala Ryan	\$69.00
Service	01/26/2024	Discussion with Inspector Jones regarding the COPCN notice of violation	0.30	\$230.00	Pamala Ryan	\$69.00
Service	01/30/2024	Reviewed agenda for Village council meeting and prepared documents for discussion at meeting	0.50	\$230.00	Pamala Ryan	\$115.00
			<b>Quantity Subtotal</b>		<b>14.0</b>	
			<b>Quantity Total</b>		<b>14.0</b>	
			<b>Subtotal</b>		<b>\$3,220.00</b>	
			<b>Total</b>		<b>\$3,220.00</b>	

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
----------------	--------	------------	-------------------	-------------

678	03/15/2024	\$3,220.00	\$0.00	\$3,220.00
<b>Outstanding Balance</b>				<b>\$3,220.00</b>
<b>Total Amount Outstanding</b>				<b>\$3,220.00</b>

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

Please pay within 30 days.





INVOICE

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

Page: 1

Invoice Number: PSI049644  
Invoice Date: 2/2/2024

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 2/2/2024  
Due Date 3/3/2024  
Terms Net 30

Customer ID L2091  
P.O. Number  
P.O. Date 2/2/2024  
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	197.95	197.95
February Billing					
2/1/2024 - 2/29/2024					
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



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: 10728255159****Customer No: 530030672667****Order No: SEE BELOW****Page 1 of 1**

Payment Terms:  
Invoice Date:  
Next Billing Date:

Credit/Deb.Card  
02/01/2024  
03/01/2024

Shipped Via:  
Sales Rep:  
Bill Plan

Software Download  
No Sales Credit  
BP1-868748

## Start Date: 2023-01-27

**Orig Order # /**

Item #	Subscription ID	Description & Charge Details	QTY	Unit	Unit Price	Proration	Amount
607316930 / AB978568	1074692	<b>CSP NCE Subscription - 1 YR Commit, Monthly Bill - Microsoft 365 Business Premium Coverage: 01/27/2024 - 02/26/2024</b>	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.

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



# Invoice

Invoice number: 4897754214

Google LLC

1600 Amphitheatre Pkwy

Mountain View, CA 94043

United States

Federal Tax ID: 77-0493581

## Bill to

Tedra Allen

Village of Lazy Lake

2250 Lazy Lane

Lazy Lake, FL 33305

United States

## Details

Invoice number .....4897754214

Invoice date .....Jan 31, 2024

Billing ID .....4046-0321-6779

Domain name .....lazylakefl.us

## Google Workspace

Total in USD **\$126.00**

## Summary for Jan 1, 2024 - Jan 31, 2024

Subtotal in USD \$126.00

Tax (0%) \$0.00

Total in USD \$126.00

You will be automatically charged for any amount due.

Subscription	Description	Interval	Quantity	Amount(\$)
Google Workspace Business Plus	Usage	Jan 1 - Jan 31	7	126.00
Subtotal in USD				\$126.00
Tax (0%)				\$0.00
Total in USD				<b>\$126.00</b>

Need help understanding the charges on your invoice? [Click here for detailed explanations](#)  
<https://support.google.com/a?p=gsuite-bills-and-charges>

**VILLAGE OF LAZY LAKE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF LAZY LAKE, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income and asset values; and

**WHEREAS**, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values; and

**WHEREAS**, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

**WHEREAS**, in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural

person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein"; and

**WHEREAS**, because the right of privacy is a fundamental right within Florida's constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

**WHEREAS**, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

**WHEREAS**, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and

**WHEREAS**, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

**WHEREAS**, in fact, many municipal officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

**WHEREAS**, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

**WHEREAS**, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

**WHEREAS**, the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

**WHEREAS**, the Village desires to support and participate in a lawsuit or lawsuits seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the “Lawsuit”); and

**WHEREAS**, the Village believes it is in the best interest of the citizens and residents of the Village to support and participate in the Lawsuit and urges other municipalities and their elected officials to also participate as plaintiffs.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF LAZY LAKE, FLORIDA  
AS FOLLOWS:**

**Section 1:** That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** The Village hereby authorizes the participation of the Village and the following Village elected officials: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, who have chosen to participate as named plaintiffs (the “Named Village Elected Officials”) in connection with the soon to be filed lawsuit or lawsuits seeking declaratory, injunctive and other appropriate relief challenging the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms, based upon any appropriate legal theories (the “Lawsuit”). The Named Village Elected Officials will be named as plaintiffs in the Lawsuit and the Village itself may be named as a plaintiff if the Firm determines to do so,

**Section 3:** Weiss Serota Helfman Cole + Bierman, PL (the “Firm”) is hereby retained to represent the Village and Named Village Elected Officials in the Lawsuit. The Firm will charge the Village a flat fee, inclusive of attorneys’ fees and costs, of \$2,500 to represent the Village and the Named Village Elected Officials for the litigation in the trial court. The Village and Named Village Elected Officials recognize that such flat fee may be less than the actual attorneys’ fees and costs incurred, and that if the Village and/or Named Village Elected Officials prevail in the Lawsuit, the Firm may apply with the Court for its actual reasonable attorneys’ and costs from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The Village



and Named Village Elected Officials also acknowledges that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. The Village and Named Village Elected Officials further acknowledge that, from time to time, the Firm may be called upon by client to represent them as to requests for various approvals and as to other matters with respect to or involving the Village and hereby waives any potential conflict of interest in the Firm's representation of those clients arising from its representation of the Village and Named Village Elected Officials in the Lawsuit.

**Section 6:** That the appropriate Village Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 7:** That this Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

Approved as to form:

\_\_\_\_\_  
Village Attorney



**Ordinance No. 2022 - 1**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, CREATING A "VACATION RENTALS" ORDINANCE TO PROVIDE FOR MINIMUM STANDARDS AND REGISTRATION FOR VACATION RENTALS WITHIN THE VILLAGE; PROVIDING FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Village of Lazy Lake (the "Village") Council ("Council") finds it is in the best interest of the Village to regulate vacation rentals within the Town to ensure the residential character of the Village.

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

**SECTION 1. Ordinance Created.** An ordinance regulating the use of vacation rentals within the Village is hereby created as set forth below:

1. **Purpose.** The Village Council of the Village of Lazy Lake (the "Village") finds that certain transitory uses of residential property tend to affect the residential character of the community and may be injurious to the health of the community. Therefore, it is necessary and in the interest of the public health, safety, and welfare to monitor and provide reasonable means for citizens of the Village to mitigate impacts created by such transitory uses of residential property within the Village. It is unlawful for any owner of any property within the geographic bounds of the Village to rent or operate a vacation rental of residential property contrary to the procedures and regulations established in this article.
2. **Definitions.** For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

*Garbage* shall mean all waste and accumulation of animal, fruit or vegetable matter that attends or results from preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, vegetable matter of any nature whatsoever, which is subject to decay putrefaction, and the generation of noxious and offensive gases and odors, or which may serve as breeding or feeding materials for flies and/or other germ-carrying insects.

*Residential property* shall mean single-family residential, town homes, two-family residential (duplex) and multi-family residential.

*Responsible party* shall mean the owner or the person designated by the owner of the property to be called upon to answer for the maintenance of the property and the conduct and acts of occupants of residential properties.



*Transient occupant* shall mean any person, or guest or invitee of such person who occupies or is in actual or apparent control or possession of residential property for a period of less than thirty (30) days. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the vacation rental is a transient occupant.

*Vacation rental* shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned residential property, house or dwelling unit that is rented to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests, but that is not a timeshare project.

**3. Registration.**

A. It is unlawful for any person to allow another person to occupy any residential property as a vacation rental within the Village, or offer such rental services within the Village, unless the person has registered the vacation rental property with the Village and has been issued a certificate of compliance.

B. A person may allow another person to occupy any residential property as a vacation rental without the issuance of a certificate of compliance if:

- (1) The residential property has an effective and valid license as a vacation rental classification of public lodging establishment issued by the Florida Department of Business and Professional Regulations prior to July 1, 2022; and,
- (2) The residential property is not in violation of any section of the Code of Ordinances of the Village; and,
- (3) An application for registration of the residential property as a vacation rental has been filed and all applicable fees have been paid; and
- (4) That said occupancy was scheduled prior to July 1, 2022 as evidenced by a written and validly executed rental agreement or contract provided to the Village no later than October 1, 2022.
- (5) Each registration is valid for 24 months from the date of issuance.

**4. Application and fees for registration.**

A. Applications for registration shall set forth at a minimum:

- (1) The legal description of the property offered for rental (i.e., address, lot, folio number, block and subdivision name);
- (2) Name, address, email address, and phone number of owner of said property;
- (3) Name, address, and emergency contact phone number of responsible party for said property, which shall be a twenty-four (24) hour, seven (7) days a week contact number;
- (4) That the phone number for the responsible party will be answered twenty-four (24) hours a day, seven (7) days a week by the responsible party;
- (5) The website address for any and all websites which the property owner advertises the residential property for rent as a vacation rental;
- (6) The legal description of all other property owned by the property owner of the vacation rental located within the Village (i.e., address, lot, folio number, block and subdivision name);
- (7) Acknowledgements by owner of the following:



- a. That all vehicles associated with the vacation rental must be parked on hard surface off-street parking provided on the property, and no more than one (1) vehicle per bedroom in the vacation rental shall be permitted;
  - b. That the residential property, or any other property owned by the titled owner of the residential property, is not in violation of any section of the Code of Ordinances of the Village;
  - c. That there are no unsatisfied liens recorded against the residential property, or any other property owned by the titled owner of the residential property, as a result of any violation of any section of the Code of Ordinances of the Village;
  - d. That it shall be unlawful to allow or make any noise or sound that exceeds the noise standards contained in the Broward County Code, Chapter 27, Article VII.
  - e. That the owner shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and statutes;
  - f. That no garbage container shall be located at the curb for pickup before 6:00 p.m. of the day prior to pick up, and garbage container shall be removed before midnight of the day of pickup;
  - g. That whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance of a property, or, having been authorized, licensed, or invited, is warned by the owner or lessee, to depart the property and refuses to do so, commits the offense of trespass in a structure or conveyance; and
  - h. That other properties are not jointly shared commodities and should not be considered available for use by transient occupants of the property subject of the application.
- (8) Proof of owner's current ownership of the property;
  - (9) Proof of registration with the Florida Department of Business and Professional Regulation of transient public lodging establishment and Broward County Business Tax Receipt; and
  - (10) Proof of compliance with the "Responsible Party" section of this ordinance.

- B. Submission of an incomplete registration application form shall result in rejection of the application.
- C. The fee for registration shall be set by the Village Council by resolution.
- D. Registration is not transferable.

- 5. Responsible Party. Whenever any property is required to be registered under this section, the owner shall appoint a natural person who resides within Broward County, Florida, to serve as the responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner. An initial responsible party shall be designated and name submitted with the application for registration, and the Village shall thereafter be notified in writing of any change of responsible party within fifteen (15) days of such change. Further, it is the affirmative duty of the responsible party to:
  - (A) Inform all guests, in writing, prior to occupancy of the property of applicable Village ordinances concerning noise, vehicle parking, garbage, residency prohibitions for sexual offenders and common area usage with a copy of the applicable Village ordinances printed in the English language and posted prominently near the main entrance of the establishment;



- (B) Maintain all properties under their control in compliance with the occupancy limits, as specified in the Florida Building Code;
  - (C) See that the provisions of this ordinance are complied with and promptly address any violations of this article or any violations of law which may come to the attention of the responsible party;
  - (D) Be available with authority to address and coordinate solutions to problems with the rental of the property twenty-four (24) hours a day, seven (7) days a week;
  - (E) Be situated close enough to the property as to be able to, and shall, respond to emergency calls within one (1) hour of notification;
  - (F) Keep available a register of all guests, which shall be open to inspection by authorized personnel of the Village at all times; and
  - (G) Maintain the entire property free of garbage and litter, provided however, that this subsection shall not prohibit the storage of garbage and litter in authorized receptacles for collection.
6. Minimum requirements for issuance of a certificate of compliance. The Village may issue a certificate of compliance to the applicant upon proof of the following:
- (A) The owner or responsible party completes the registration application form;
  - (B) The registration fee has been paid;
  - (C) A business tax receipt from Broward County;
  - (D) A Florida Department of Business and Professional Regulation license as a transient public lodging establishment;
  - (E) An affidavit, demonstrating maintaining initial and on-going compliance with vacation rental standards contained herein, plus any other applicable local, state and federal laws, regulations and standards; and
  - (F) The property is not in foreclosure.
7. Minimum standards. The following standards shall govern the use of any vacation rental as a permitted use:
- (A) *Minimum life/safety requirements.*
    - 1. *Swimming pool, spa and hot tub safety.* A swimming pool, spa or hot tub shall comply with the current standards of the Residential Swimming Pool Safety Act, F.S. ch. 515. All fences surrounding pools, spas, or other bodies of water, must have gates that are self-closing/self-latching, and all gates shall remain closed when not in use.
    - 2. *Sleeping rooms.* All sleeping rooms shall meet the minimum requirements of the Florida Building Code.
    - 3. *Smoke and carbon monoxide (CO) detection and notification system.* If an interconnected and hard-wired smoke and carbon monoxide (CO) detection and notification system is not in place within the vacation rental unit, then an interconnected, hard-wired smoke alarm and carbon monoxide (CO) alarm system shall be required to be installed and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code — Residential. A 10 year lithium battery smoke alarm may be used in lieu of a hardwired smoke alarm. Smoke alarms shall be installed in all sleeping rooms and one of every level of the dwelling per NFPA1-24.3.4.1.1.



4.*Fire extinguisher.* A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.

5.*Emergency contact/responsible party placard.* An emergency contact/responsible party placard shall be mounted on the wall inside the front door. Information on the emergency contact/responsible party placard shall include, but not be limited to, the name of the emergency contact person/responsible party and a telephone number that is accessible twenty-four (24) hours a day seven (7) days a week.

6.*Public safety contact placard.* A placard containing the closest police and fire department names, and their emergency and non-emergency phone numbers shall be mounted on the wall inside the front door.

(B) *Maximum occupancy.* The following specific site considerations in subsections 1. and 2. shall limit any vacation rental occupancy to whichever is less:

1. The maximum number of transient occupants authorized to stay overnight at any vacation rental shall be limited to two (2) persons per sleeping room as defined under the Florida Building Code, plus two (2) additional persons that may sleep in a common area; OR

2. The maximum number of persons allowed to gather at a vacation rental shall not exceed one and one-half (1½) times the maximum occupants as shown on the certificate of compliance, and in no event shall a gathering exceed twenty (20) persons on any given property.

(C) *Solid waste handling and containment.* For purposes of this section, no solid waste container shall be placed at curbside for pickup before 6:00 p.m. on the day prior to pickup, and be removed from curbside no later than midnight the day of pickup.

(D) *Minimum vacation rental/lease agreement wording.* The vacation rental/lease agreement shall contain the minimum standards information set forth in this section.

(E) *Minimum vacation rental lessee information.* The vacation rental lessee shall be provided with a copy of the information required in this section regarding minimum standards.

(F) *Advertising.* Any advertising of the vacation rental unit shall conform to information included in the vacation rental certificate of compliance and the property's approval, particularly as this pertains to maximum occupancy.

(G) *Posting of certificate of compliance.* The certificate of compliance shall be posted on the back of or next to the main entrance door and shall include at a minimum the name, address and phone number of the responsible party.

(H) *Video and audio surveillance.* If video and/or audio surveillance systems are used, notice shall be posted at minimum on the wall inside the front door. Video and/or audio surveillance systems are prohibited in areas of a rental where one would reasonably expect there to be privacy. These areas include, but are not limited to, bedrooms, bathrooms, closets, and showers.

## 8. Inspections and Compliance.



- (A)An inspection of the dwelling unit for compliance with this section may be required prior to issuance of an initial vacation rental certificate of compliance or at any time subsequent thereto.
- (B) Once issued, a vacation rental unit must be properly maintained in accordance with the vacation rental standards required herein.
- (C)If the Village schedules an inspection and the responsible party fails to admit the inspector at the scheduled time, the owner shall be charged a "no show" fee in an amount to be determined by resolution of the Council to cover the inspection expense incurred.
- (D)If the inspector(s) is denied admittance by the vacation rental responsible party or if the inspector fails in at least three (3) attempts to complete an inspection of the rental unit, the inspector(s) shall provide notice of failure of inspection to the owner to the address shown on the vacation rental registration application.
9. Complaints. Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may file a written complaint with the Village.
10. Revocation. Any certificate of compliance issued pursuant to this article may be denied, revoked, or suspended by the Village upon a showing of a violation of any municipal, state or federal law. Such denial, revocation or suspension is in addition to any other penalty provided herein. A vacation rental may not provide transient occupancy during any period of suspension of a vacation rental certificate of compliance.

**SECTION 2. Conflicts.** All ordinances or parts of ordinances in conflict herewith shall be and hereby are repealed.

**SECTION 3. Severability.** If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 4. Effective Date.** This Ordinance shall take effect as provided by law.

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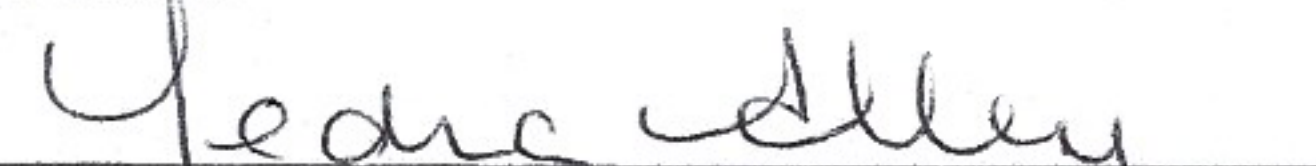
**PASSED AND ADOPTED BY THE VILLAGE COUNCIL OF LAZY LAKE** this 31st day of May 2022 on second reading.

Council Member	Voice Vote		Absent
Ray Nyhuis	Yay X	Nay ____	____
Jeff Grenell	Yay X	Nay ____	____
Carlton Kirby	Yay ____	Nay X	____
Patrick Kaufman	Yay X	Nay ____	____
Robert Strusinski	Yay X	Nay ____	____

**SIGNED BY THE MAYOR** this 31<sup>st</sup> day of May, 2022.

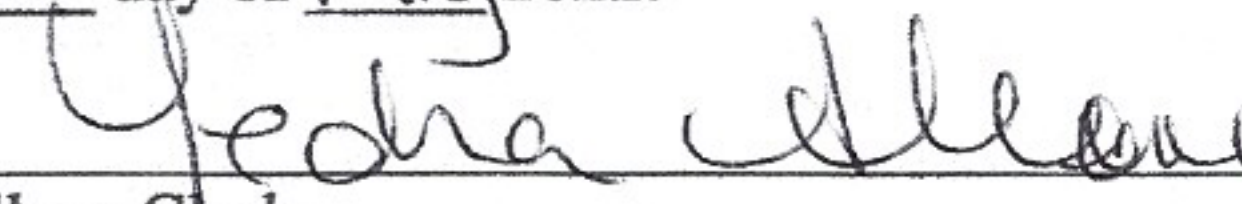
  
RICHARD WILLARD, Mayor

ATTEST:

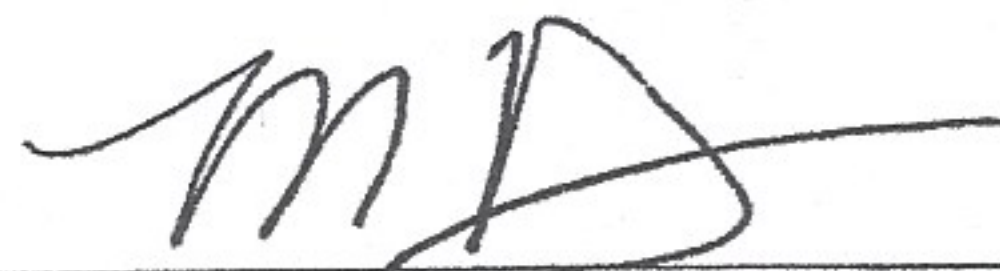
  
VILLAGE CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Ordinance was received by the Village Clerk and entered into the Public Record this 31<sup>st</sup> day of May 2022.

  
Village Clerk

ATTY. OK:

  
AS TO FORM AND LEGAL SUFFICIENCY  
melissa P. Anderson, Esq.



**RESOLUTION NO. 2023-03**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, ESTABLISHING A FEE SCHEDULE RELATIVE TO THE ADMINISTRATION OF VACATION RENTALS PURSUANT TO ORDINANCE NUMBER 2022-1 OF THE VILLAGE'S CODE OF ORDINANCES; AUTHORIZING THE MAYOR AND STAFF TO CREATE A VACATION RENTAL APPLICATION AND AUTHORIZING THE MAYOR TO HIRE CONSULTANTS TO ASSIST WITH APPLICATION PROCESSING AND INSPECTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, Section 166.221, F.S., provides that a municipality may levy reasonable business, professional, and occupational regulatory fees, commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter; and

**WHEREAS**, Section 509.032(7), F.S. preempts the regulation of public lodging establishments to the state; however, the law does not preempt the inspection of public lodging establishments by local government for compliance with the Florida Building Code and the Florida Fire Prevention Code or any local law, ordinance, or regulation that does not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rental; and

**WHEREAS**, on May 31, 2022, the Village Council of the Village of Lazy Lake ("Village Council") adopted Ordinance 2022-1, thereby establishing certain regulations for vacation rentals in accordance with the requirements of Florida law; and

**WHEREAS**, Ordinance 2022-1 of the Village's Code of Ordinances authorizes the Village Council, by resolution, to establish fees for the administration of the Village's vacation rental ordinance; and

**WHEREAS**, the Village Council has considered a cost recovery analysis of the time and resources that will be expended in processing vacation rental registrations and issuing certificates of compliance for vacation rentals; and

**WHEREAS**, the Village Council finds that adopting fees for vacation rentals, as set forth in this resolution, is in the best interest of the citizens and residents of the Village.

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

**Section 1.** The foregoing Whereas clauses are true and correct and incorporated herein.

**Section 2.** The Village Council hereby approves and adopts the following fees for vacation rentals:

- |  |          |
|--|----------|
| a. Initial registration fee  | \$750.00 |
| b. Annual renewal fee (including annual inspection)<br>(Registration shall be from October 1 through September 30) | \$350.00 |
| c. Pre-inspection fee (Ord. 22-1, Section 8A)  | \$260.00 |
| d. "No-Show" fee (Ord. 22-1, Section 8C)   | \$139.00 |
| e. Certificate of Occupancy or Change of Use Fee   | \$139.00 |

**Section 3. Late Fees.** Those vacation rental registrations not renewed annually by October 1 shall be considered delinquent and shall be subject to a late fee penalty equal to ten percent (10%) of the annual renewal fee per month for each month, or portion thereof, that vacation rental is delinquent.

**Section 4.** The above fee schedule is derived from a cost recovery analysis based on direct costs of providing service, regulation, and administration of the Village's vacation rental program.

**Section 5.** The Mayor and staff are authorized to create an application and other documents for vacation rentals which complies with this Resolution and the Mayor is authorized to hire consultants to process applications, perform inspections, and perform other duties consistent with Ordinance 2022-1.

**Section 6.** The Mayor and staff are authorized to send letters to property owners advising them of the new regulations and application requirements.

**Section 7.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**Section 8.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

**Section 9.** This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED BY THE VILLAGE COUNCIL OF THE VILLAGE OF  
LAZY LAKE, FLORIDA, THIS 8th DAY OF JUNE, 2023.**

**ROLL CALL**

**Council Member**

**Voice Vote**

**Absent**

Patrick Kaufman

Yea x Nay    

Carlton Kirby

Yea     Nay    

Ray Nyhuis

Yea x Nay    

Jeff Grenell

Yea x Nay    

Robert Strusinski

Yea x Nay    

x

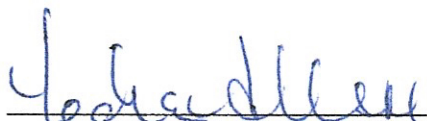
   

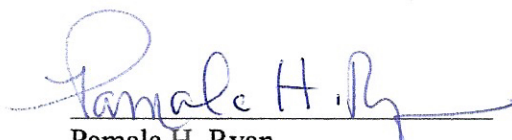
   

  
Richard Willard, Mayor

ATTEST:

  
Tedra Allen  
Administrative Assistant

APPROVED AS TO LEGAL FORM:

  
Pamala H. Ryan  
Village Attorney



## VILLAGE OF LAZY LAKE VACATION RENTAL INSPECTION CHECKLIST

Property Address

Application Number

# of Bedrooms

Phone Number #

Type of Inspection

☐

Initial

☐

Renewal

☐

Reinspection

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

Pass    Fail

☐ ☐

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

☐ ☐

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

☐ ☐

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

☐ ☐

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

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

Pass    Fail

☐ ☐

The Certificate of Compliance.

☐ ☐

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

☐ ☐

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

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

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

Pass    Fail

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

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

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

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

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

☐ ☐ There are no trip hazards.

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

Pass    Fail

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

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

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

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

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

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



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

☐ ☐

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

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

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

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

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

Inspector

Today's Date

Inspector

## **Residential Waste and Recycling Pick Up Services Agreement**

This Residential Waste and Recycling Pick Up Services Agreement (“**Agreement**”) is entered into as of December 15, 2023, by and between the **Village of Lazy Lake**, a municipal corporation organized and constituted in accordance with the laws of the State of Florida (“**Village**”), and **Coastal Waste & Recycling of Florida, Inc.**, a Florida corporation (“**Contractor**”).

### **Background Information:**

The Village has the authority to provide or contract for waste and recycling pick up services on behalf of the residents and homes within the Village and desires to retain an independent contractor to exclusively provide such services on a regular basis.

The Contractor represents that it has any and all required approvals and licenses and is qualified to provide such services. In consideration of the Contractor’s agreement to perform the services described below and the Village’s agreement to compensate the Contractor, the parties desire to enter into this Agreement.

### **Operative Provisions:**

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Waste; Prohibited Waste.** Village hereby grants to the Contractor the exclusive right and obligation to collect residential garbage, trash, recycling, yard trash, and construction and demolition debris (“**Household Waste Materials**”). Construction and demolition debris and other materials resulting from “Do-it-Yourself” household repair and improvement projects are not exclusive to Contractor and residents may utilize other vendors to remove and dispose of such material. Household Waste Materials specifically excludes, and customer agrees not to deposit or permit the collection of any, bio-hazardous, biochemical or biological waste, other contractor-generated waste, hazardous waste, sludge, automobile and automobile parts, boats, including boat parts and trailers, internal combustion engines, lead acid batteries, used oil, yard trash which is four feet or more than 50 lbs., or any other solid waste for which there is no legally permitted disposal or storage facility within Broward County (“**Excluded Material**”). Title to and liability for Excluded Material shall remain with customer at all times. Garbage, yard trash, trash, and other terms describing services herein shall have the definitions for such terms as set forth in Florida Administrative Code Chapter 62 - 701.
3. **Scope of Services.**
  - a. Contractor agrees to make twice weekly curbside collection of residential garbage and once a week curbside collection of recycling and transport and dispose of such residential garbage and recycling at the appropriate off-site facility.
  - b. Contractor agrees to provide bulk trash services (i.e. large items that will not fit in the 96-gallon cart) once a month.
  - c. A residential garbage cart will be provided to each home by Contractor, which shall retain ownership of the carts following conclusion of the Term (defined below).

- d. Contractor may provide, after negotiation with the Village, any other services set forth in the Wilton Manors Agreement, if Village requests same and the Contractor is able to provide said service.
4. **Term.** The term of the agreement (“**Term**”) shall run conterminously with the Franchise Agreement for Solid Waste Collection and Disposal Services and Recycling Agreement between Contractor and the City of Wilton Manors, including extensions, wherein Contractor participated in a competitive bid process to provide other requesting governmental agencies with the services awarded therein. Contractor shall begin to provide Services to the Village on January 1, 2024 (“**Commencement Date**”). As set forth in the Wilton Manors Agreement, this Agreement shall terminate on September 30, 2030, if not terminated sooner as set forth in Section 9, below.
5. **Manner of Performance and Care of the Property.** The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the Village and shall be in accordance with the best management practices in the industry.
6. **Compensation.** The Village agrees to compensate the Contractor for the work described above in the amount of thirty (\$30.00) dollars per house per month. Contractor shall invoice the Village monthly in arrears. Village shall pay all invoiced charges within thirty (30) days of the invoice date. In the event that Village fails to pay Contractor when payment is due, Village agrees to pay a one and one-half percent (1- 1/2%) per month finance charge on all outstanding balances.
7. **Price Adjustment.**
  - a. **Change in Law; Extraordinary Circumstances.** Contractor reserves the right to adjust the Compensation payable by Village during the Term for any changes based upon extraordinary, unusual and unanticipated increases in the cost of doing business, including, but not limited to, an increase in disposal costs, fuel costs, and change in law or regulation. Any such adjustment shall be supported by documentation establishing the adjustment and the reasons therefor.
  - b. **Consumer Price Index.** On an annual basis following the Commencement Date, and on or about the same date annually thereafter (“**Adjustment Date**”), the compensation (i.e. service rates) set forth in **Exhibit A**, as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services (“**CPI**”), as published by the Bureau of Labor Statistics, for the 12-month period ending nearest, but at least sixty (60) days prior to the Adjustment Date. At least thirty (30) days prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor.
8. **Additional Services.** When authorized in advance in writing by the Village, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment or work order authorization.
9. **Termination.** Either party may terminate this Agreement without cause with ninety (90) days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement.



10. **Default.** If the Contractor defaults on any of its obligations, the Village shall provide written notice to the Contractor and provide the Contractor ten (10) business days to correct the issue. If the issue is not corrected, then the Village may elect to terminate the Agreement for cause with five (5) business days written notice to the Contractor. Each party further specifically reserves all rights available under the law or equity should there be a material default by the other party which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.
11. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the Village. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the Village without the prior written approval of the Village. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the Village.
12. **Compliance with Governmental Regulations.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the Village. If the Contractor fails to notify the Village in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the Village may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.
13. **Contractor's Responsibility of Employees and Subcontractors.** The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor. The Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under the Agreement as well as members of the public that may come into contact with the Contractor. The Contractor shall comply with all OSHA standards. The Contractor shall always take precautions to protect any persons and property affected by Contractor's work.
14. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the Village proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the Village as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the Village. The Contractor will maintain Workers Compensation insurance as required by law.

**15. Indemnification.** Contractor agrees to indemnify and hold the Village and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

**16. Limitations on Government Liability.** Nothing in this Agreement shall be deemed as a waiver of applicable immunity or limits of liability of the Village beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**17. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the Village whereupon this Agreement may be terminated by the Village.

**18. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents and certifies that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the Village whereupon this Agreement may be terminated by the Village.

**19. E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the Village and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the Village has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.



- c. If the Village has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the Village shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

**20. Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the Village all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Village in a format that is compatible with the information technology systems of the Village.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT ADMIN@LAZYLAKEFL.US.**

- 21. Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in Broward County, Florida.
- 22. Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 23. No Waiver.** The failure of the Village to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- 24. Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 25. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- 26. Arm's Length Transaction.** This Agreement has been negotiated fully between the Village and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any

provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

28. **Notice.** Whenever any party desires to give notice to the other party, it must be given by written notice via hand delivery, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

**To the Village:**  
Village of Lazy Lake  
2250 Lazy Lane  
Lazy Lake, FL 33305  
Attn: Mayor

**To the Contractor:**  
Coastal Waste & Recycling  
2481 NW 2<sup>nd</sup> Avenue, Suite 200  
Boca Raton, FL 33431  
Attn: Office of General Counsel

29. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

30. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

31. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Coastal Waste & Recycling of Florida, Inc.

Village of Lazy Lake

\_\_\_\_\_  
Name: Brendon Pantano  
Title: Chief Executive Officer

Richard Willard  
\_\_\_\_\_  
Name: Richard Willard  
Title: Mayor

Date: Dec. 20, 2023

Tedra Allen  
\_\_\_\_\_  
Tedra Allen, Administrative Assistant

Approved as to Form:

Pamala H. Ryan  
\_\_\_\_\_  
Pamala H. Ryan, Village Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Coastal Waste & Recycling of Florida, Inc.**

**Village of Lazy Lake**



Name: Brendon Pantano  
Title: Chief Executive Officer

Name: Richard Willard  
Title: Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Tedra Allen, Administrative Assistant

Approved as to Form:

\_\_\_\_\_  
Pamala H. Ryan, Village Attorney

## **Exhibit A**

**Fee for Services as of Commencement Date:**

**\$30.00 per residence per month.**



## Residence Addresses

Folio Number	Site Address
494227060180	40 NE 24 ST LAZY LAKE, FL 33305
494227060080	2260 LAZY LN LAZY LAKE, FL 33305
494227060140	20 NE 24 ST LAZY LAKE, FL 33305
494227060100	2220 LAZY LN LAZY LAKE, FL 33305
494227060120	2130 N ANDREWS AVE LAZY LAKE, FL 33305
494227060050	2200 LAZY LN LAZY LAKE, FL 33305
494227060150	24 NE 24 ST LAZY LAKE, FL 33305
494227060070	2249 LAZY LN LAZY LAKE, FL 33305
494227060101	2230 LAZY LN LAZY LAKE, FL 33305
494227060102	2210 LAZY LN LAZY LAKE, FL 33305
494227060130	6 NE 24 ST LAZY LAKE, FL 33305
494227060170	50 NE 24 ST LAZY LAKE, FL 33305
494227060010	2150 LAZY LN LAZY LAKE, FL 33305
494227060090	2240 LAZY LN LAZY LAKE, FL 33305
494227060030	2154 LAZY LN LAZY LAKE, FL 33305



**GARBAGE. VEGETATION,  
BULK TRASH  
COLLECTION AGREEMENT  
BETWEEN  
THE VILLAGE OF LAZY LAKE  
AND  
WASTE MANAGEMENT INC. OF FLORIDA**

THIS AGREEMENT, entered into this 24 day of October 2018, effective January 1, 2018, by and between the Village of Lazy Lake, a municipal corporation organized and constituted in accordance with the laws of the State of Florida ("Village") and Waste Management Inc. of Florida, a Florida corporation, with a business address at 2700 Wiles Road, Pompano Beach, Florida, 33073 ("WMIF").

**WITNESSETH:**

WHEREAS, there exists in Village a need for residential garbage, and trash collection service for the citizens residing within its corporate limits; and

WHEREAS, Village is unable to provide this service itself; and

WHEREAS, WMIF is willing and able to provide these needed garbage and trash collection services for Village for a reasonable fee; and

WHEREAS, WMIF and Village are willing to cooperate and work together in order that the residents of Village may benefit.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, Village hereby grants to the WMIF an exclusive franchise for the residential collection of garbage, trash, yard trash, and roll-off services; and the parties agree as follows:

1. **Recitals:** The foregoing recitals are true and correct.
2. **Term:** Village hereby grants to the Contractor the exclusive right and obligation to collect residential garbage, trash, yard trash, and construction and demolition debris ("Household Waste Materials") within the corporate limits of Village in accordance with the terms and conditions as hereinafter stated for a period of two (2) years, commencing on January 1, 2018, and ending on December 31, 2020. This Agreement may be renewed by mutual agreement of the parties on such terms and conditions as they may agree.

Construction and demolition debris and other materials resulting from "Do-it-Yourself" household repair and improvement projects are not exclusive to Contractor and residents may utilize other vendors to remove and dispose of such material.

3. **Service.** WMIF shall provide collection and disposal of Household Waste Materials as set forth herein. Garbage and yard trash will be collected curbside in customer provided garbage cans twice per week on Tuesday and Friday (or as WMIF may otherwise determine). Bulk trash services, large items that will not fit into a standard household garbage can, shall be collected curbside one time per week on Tuesday (or as WMIF may otherwise determine). Collection of construction and demolition debris shall be determined by direct negotiation with WMIF by the customer.

4. **Definitions.** For the purposes of this agreement, "Household Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and generated by occupants of each home in the Village and hereinafter defined. Household Waste Materials specifically excludes and customer agrees not to deposit or permit the deposit for collection of any radioactive, volatile, corrosive, flammable, explosive, biomedical, infections, biohazardous, regulated medical or hazardous waste, toxic substance or materials as defined by characterized or listed under the applicable federal, state or local laws or regulations or special waste not approved in advance in writing by WMIF ("Excluded materials"). Title to and liability for excluded material shall remain with customer at all times. Garbage, yard trash, trash, and other terms describing services herein shall have the definitions for such terms as set forth in Florida Administrative Code Chapter 62 – 701.

5. **Fees.** Village shall pay to WMIF \$32.00 per house per month. WMIF shall bill the Village monthly in arrears. Payment is due no later than the 30th day of each month. A late charge of 2.5% of the unpaid amount with a minimum charge of \$5.00, or such other charge allowed by law will be applied.

6. **Price Adjustment.**

(a) **Change in Law; Unusual Circumstances** -- WMIF reserves the right to increase the Charges payable by Customer during the Term for any changes based upon unusual and unanticipated increases in the cost of doing business, including but not limited to an increase in disposal costs, fuel costs, and change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The Village shall be entitled to audit WMIF's financial and operational records directly related to its request in order to verify the increase in costs and the reasons therefor.

(b) **Consumer Price Index.** Commencing on January 1, 2018, and on the same date annually thereafter (the "Adjustment Date"), the service rates set forth in the Rate Schedule in Exhibit ("A"), as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers: Water

and sewer and trash collection services ("CPI") series CUUR0000SEHG, as published by the Bureau of Labor Statistics, for the 12-month period ending nearest, but at least sixty (60) days prior to , the Adjustment Date. At least thirty (30) days prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

7. **Indemnity by WMIF.** WMIF agrees to indemnify, defend and save Village harmless from and against any and all liability which Village may be responsible for or pay out as a result of bodily injuries (including death), property damage, or violation or alleged violation of applicable law, to the extent caused by any negligent act, negligent omission or willful misconduct of WMIF or its employees, which occurs (a) during the collection or transportation of Village Household Waste Materials, or (b) as a result of the disposal of Village's Household Waste Materials in a facility owned by WMIF or a subsidiary of Waste Management, Inc., provided that WMIF's indemnification obligations will not apply to occurrences involving Excluded Materials.

8. **Indemnity by the Village.** The Village agrees to indemnify, defend and save WMIF harmless from and against any and all liability which WMIF may be responsible for or pay out as a result of bodily injuries (including death), property damage, or violation or alleged violation of applicable law to the extent caused by Village's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Village or its employees, agents or representatives in the performance of this Agreement.

9. **Limitation on Damages.** Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of this Agreement.

10. **Attorney's Fees.** In the event that either WMIF or the Village institutes litigation to enforce this Agreement, the prevailing party will pay the other party's reasonable attorney's fees and costs including any attorney's fees incurred as a result of an appeal.

11. **Force Majeure.** If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a party shall not be excused from performance under this Agreement for events

relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

12. **Third Party Beneficiaries.** Neither WMIF nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13. **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

Village:

2250 LAZY LAKE  
LAZY LAKE, FL 33305  
954-628-2895

WMIF:

Ron Kaplan  
Waste Management Inc. of Florida  
2700 Wiles Road  
Pompano Beach, FL 33073

14. **Termination.** This Agreement shall terminate upon the occurrence of any of the following events:

(a) The filing by or against a party herein of a petition, consent or application under any federal or state bankruptcy law or any other law in which party is alleged to be insolvent or unable to pay its debts as they become due or the making by a party of an assignment for the benefit of creditors.

(b) The failure of a party to perform any obligation imposed upon it by this Agreement, or a breach by a party of any covenant set forth herein; provided, however, that such party shall be provided thirty (30) days prior written notice specifying the event of default prior to any such termination, which termination shall not occur if the party cures such default within said thirty (30) day period;

(c) The termination of WMIF's contract with the City of Wilton Manors.

15. **Broward County Office Of Inspector General.** All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's

functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

16. **Public Records.** In accordance with Sec. 119.0701, *Florida Statutes*, WMIF must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Agreement. Upon request from the Village's custodian of public records, WMIF must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, WMIF shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the contractor does not transfer the records to the Village. Finally, upon completion of the contract, WMIF shall transfer, at no cost to the Village, all public records in possession of the contractor, or keep and maintain public records required by the Village. If the contractor transfers all public records to the Village upon completion of the Agreement, WMIF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT 954-249-2177, OR AT clerk@lazylakefl.us (email), OR AT 2250 Lazy Lane LAZY LAKE, FLORIDA, 33305.

IN WITNESS WHEREOF, the Village and WMIF have set their hands and seals on the day and year first above written to this Agreement and counterparts, each of which shall constitute an original.

ATTEST:

N/A, Village Clerk

*approved as to form  
off body*

VILLAGE OF LAZY LAKE

[Signature]  
Mayor  
Dated: 9-12-2018 Council member  
Evans Anthony

ATTEST:

[Signature]  
Asst Corporate Secretary

WASTE MANAGEMENT INC. OF  
FLORIDA

[Signature]  
Timothy Hawkins, Pres

Dated: 10-24-18

[CORPORATE SEAL]

**AMENDMENT TO  
GARBAGE, VEGETATION,  
BULK TRASH  
COLLECTION AGREEMENT  
BETWEEN  
THE VILLAGE OF LAZY LAKE  
AND  
WASTE MANAGEMENT INC. OF FLORIDA**

THIS AMENDMENT, entered into this 18<sup>th</sup> day of August 2020, effective January 1, 2021, by and between the Village of Lazy Lake, a municipal corporation organized and constituted in accordance with the laws of the State of Florida ("Village") and Waste Management Inc. of Florida, a Florida corporation, with a business address at 2700 Wiles Road, Pompano Beach, Florida, 33073 ("WMIF").

**WITNESSETH:**

WHEREAS, Village and WMIF entered into that certain Garbage, Vegetation, Bulk Trash Collection Agreement on or about September 12, 2018 (the "Agreement"); and

WHEREAS, the Agreement expires December 31, 2020; and


WHEREAS, the parties desire to extend the term of the Agreement for three (3) years so that it will expire on December 31, 2023, and make other modifications; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, the parties agree as follows:

1. **Recitals**: The foregoing recitals are true and correct.
2. **Term**: The term of the Agreement is modified so that the Agreement will expire on December 31, 2023. The Agreement may be renewed by mutual agreement of the parties on such terms and conditions as they may agree.
3. **Fees**: Commencing January 1, 2021, the Village will pay to WMIF the amount of \$34.15, plus the amount of the CPI adjustment referenced in Paragraph 6(b) of the Agreement, per house per month for service. WMIF shall bill the Village monthly in arrears. Payment is due no later than the 30th day of each month. A late charge of 2.5% of the unpaid amount with a minimum charge of \$5.00, or such other charge allowed by law will be applied.
4. All other terms and conditions not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Village and WMIF have set their hands and seals on the day and year first above written to this Agreement and counterparts, each of which shall constitute an original.

ATTEST:

  
\_\_\_\_\_

LISA TAYAR, Village Adm Asst

VILLAGE OF LAZY LAKE

  
\_\_\_\_\_

EVAN ANTHONY, Mayor

Dated: AUGUST 18, 2020

ATTEST:

  
\_\_\_\_\_

Corporate Secretary  
**RONALD M. KAPLAN, ASST. SEC.**

WASTE MANAGEMENT INC. OF  
FLORIDA

  
\_\_\_\_\_

**DAVID M. MYHAN, PRES.**

Dated: December 28, 2020

[CORPORATE SEAL]



**AMENDMENT TO  
GARBAGE, VEGETATION,  
BULK TRASH  
COLLECTION AGREEMENT  
BETWEEN  
THE VILLAGE OF LAZY LAKE  
AND  
WASTE MANAGEMENT INC. OF FLORIDA**

THIS AMENDMENT, entered into this \_\_\_ day of \_\_\_\_\_ 2023, effective January 1, 2024, by and between the Village of Lazy Lake, a municipal corporation organized and constituted in accordance with the laws of the State of Florida ("Village") and Waste Management Inc. of Florida, a Florida corporation, with a business address at 3831 N Powerline Rd. Pompano Beach, FL 33073 ("WMIF")

**WITNESSETH:**

**WHEREAS**, Village and WMIF entered into that certain Garbage, Vegetation, Bulk Trash Collection Agreement on or about September 12, 2018 (the "Agreement"); and

**WHEREAS**, on or about August 18, 2020, the City and the CONTRACTOR entered into the First Amendment to the Original Agreement, thereby further extending the initial term through December 31, 2023; and

**WHEREAS**, the parties desire to extend the term of the Agreement for three (3) years so that it will expire on December 31, 2026, and make other modifications; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, the parties agree as follows:

1. **Recitals**: The foregoing recitals are true and correct.
2. **Term**: The term of the Agreement is modified so that the Agreement will expire on December 31, 2026. The Agreement may be renewed by mutual agreement of the parties on such terms and conditions as they may agree.
3. **Fees**: Commencing January 1, 2024, the Village will pay to WMIF the amount of \$55.38, plus the amount of the CPI adjustment referenced in Paragraph 6(b) of the Agreement, per house per month for service. WMIF shall bill the Village monthly in arrears. Payment is due no later than the 30th day of each month. A late charge of 2.5% of the unpaid amount with a minimum charge of \$5.00, or such other charge allowed by law will be applied.
4. All other terms and conditions not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Village and WMIF have set their hands and seals on the day and year first above written to this Agreement and counterparts, each of which shall constitute an original.

ATTEST:

**VILLAGE OF LAZY LAKE**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

**WASTE MANAGEMENT INC. OF  
FLORIDA**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
David Myhan, President, WMIF

Dated: \_\_\_\_\_

[CORPORATE SEAL]

**FRANCHISE AGREEMENT FOR SOLID WASTE  
COLLECTION AND DISPOSAL SERVICES AND RECYCLING SERVICES**

THIS FRANCHISE AGREEMENT ("Agreement" or "Franchise Agreement"), is made and entered into this \_\_\_\_ day of September, 2023, by and between the City of Wilton Manors, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY") and Coastal Waste & Recycling of Florida, Inc., a Florida corporation (hereinafter "CONTRACTOR").

CITY and CONTRACTOR may each be referred to herein as "party" or collectively as "parties."

**WITNESSETH THAT:**

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR, being the lowest, responsive, and responsible bidder, shall provide to the CITY the labor, services, materials, equipment, work, and all appurtenances thereto per the requirements set forth within the Invitation to Bid for Solid Waste and Recycling Services ITB #2023-13, as amended by that certain Addendum No. 1 released on June 28, 2023 (collectively "Invitation to Bid").
2. The Invitation to Bid (including the Scope of Services, Exhibits Related to Scope of Services, General Terms and Conditions, all Addenda issued, and all attachments to the Invitation to Bid, and the CONTRACTOR's Bid (including the Bidder Information Form, Bid Cost sheet, Bid Questionnaire and Affidavit Forms)) is hereby incorporated into this Agreement by reference. The CONTRACTOR and the CITY shall adhere to all provisions contained herein and in the Invitation to Bid.
3. The CONTRACTOR shall furnish, at its sole cost and expense, all equipment, tools, materials, and labor of every description necessary to carry out and complete said services/Work in good, firm, substantial and workmanlike manner.
4. Subject to the termination rights of the CITY, this Franchise Agreement shall remain in full force and effect for a period commencing at 12:01 A.M. on the 1st day of October, 2023 and extending to 11:59 P.M. on the last day of September, 2026; provided, furthermore, that this Franchise Agreement may thereafter be renewed at the option of the CITY for two (2) additional two (2) year periods upon the same terms, conditions and limitations imposed hereby. The CITY shall give notice to the CONTRACTOR of its intent to extend this Franchise Agreement, which notice shall be delivered to the CONTRACTOR by Certified Mail, Return Receipt Requested, not later than sixty (60) calendar days prior to termination.
5. The CITY shall pay and the CONTRACTOR shall accept as full compensation for all Work done and materials furnished; for all costs and expenses incurred, and loss or damages sustained by cause whatsoever, or from any unforeseen obstruction or difficulties

encountered in the element prosecution of the work; for all expenses incurred by, or in consequence of the suspension or discontinuance of the work herein specified; and for well and faithfully completing the Work, the whole thereof, therein provided, and maintaining the Work in good condition until the final payment is made, an amount based upon the actual quantities of Work and materials utilized in performing the Work, compensable at the unit prices shown in the CONTRACTOR's Bid. The CITY and the CONTRACTOR acknowledge that the total Bid price shown in the CONTRACTOR's Bid is based upon the extension of the unit prices and estimated quantities shown in the CONTRACTOR's Bid, a copy of which is attached hereto as Exhibit "A." CONTRACTOR is willing to accept the CITY's Purchasing Card as payment provided that the payment is made on receipt of a proper invoice. The CITY will have the option of selecting such payment method at any time during the first contract year. Until such option is selected (and the CITY may choose not to do so) the CITY will pay the CONTRACTOR's invoices by check within 30 days of presentation of a proper invoice. The CITY and the CONTRACTOR acknowledge that the performance of this Contract may require changes in the item quantities shown in the CONTRACTOR's Bid which changes may result in adjustments in the pay quantities which comprise elements of the total Bid price shown in CONTRACTOR's Bid.

6. This Agreement shall be contingent upon the CONTRACTOR furnishing the CITY, when required, Certificate(s) of Insurance, Letter of Credit, and any other such documents as required in this Contract Agreement within ten (10) day after the Notice of Award but in no event later than October 1, 2023.
7. Notice: Any notice required by this Agreement shall be given to the following representatives of the parties:

CITY: Director of Emergency Management/Utilities  
City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, Florida 33305

COPY TO: City Manager  
City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, Florida 33305

COPY TO: Kerry L. Ezrol, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

CONTRACTOR: John Casagrande, Senior Vice President  
Coastal Waste & Recycling of Florida, Inc.  
2481 NW 2<sup>nd</sup> Avenue  
Boca Raton, Florida 33431  
[jcasagrande@coastalwasteinc.com](mailto:jcasagrande@coastalwasteinc.com)

COPY TO: Matthew Cowan, General Counsel  
Coastal Waste & Recycling, Inc.  
2481 NW 2nd Avenue  
Boca Raton, Florida 33431

8. The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.
9. This Agreement and any addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of this Agreement executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. This Agreement and any addendum thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

THE REMAINDER OF THIS PAGE HAS  
BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

CITY OF WILTON MANORS

BY: \_\_\_\_\_  
Faith Lombardo, J.D., CMC  
City Clerk

BY: \_\_\_\_\_  
Scott Newton, Mayor

Approved as to form:

BY: /s/ Kerry L. Ezrol  
Kerry L. Ezrol, Esq.  
City Attorney

WITNESSED BY:

COASTAL WASTE & RECYCLING OF  
FLORIDA, INC., a Florida corporation

John Casagrande  
John Casagrande  
Print name

Edward Peters  
Edward Peters  
Print name

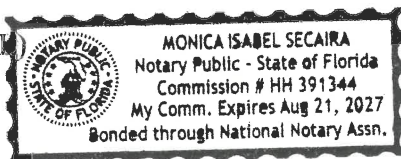
BY: B. Pantano  
Brendon Pantano, CEO

STATE OF FLORIDA )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization, this 15<sup>th</sup> day of August, 2023 by Brendon Pantano, CEO of COASTAL WASTE & RECYCLING OF FLORIDA, INC., a Florida Corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 15<sup>th</sup> day of August, 2023.

(SEAL)



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA