

VILLAGE OF LAZY LAKE  
REGULAR MEETING AGENDA  
2201 WILTON DRIVE, WILTON MANORS, FLORIDA  
WEDNESDAY, SEPTEMBER 15, 2021  
6:30pm

**To participate via telephone:**

Dial call in number (571)-317-3116 enter meeting code 716492181 follow prompted instructions. Persons who wish to speak will be recognized by the Mayor during open Public Comments portion(s) of the meeting.

**VILLAGE COUNCIL**

Mayor Richard Willard  
Council Member Ray Nyhuis  
Council Member Carlton Kirby  
Council Member Patrick Kaufman  
Council Member Danial Copher

**1. ROLL CALL**

**2. OLD BUSINESS**

2.1 Election to fill vacancy on Village Council & swearing in of person elected

**3. 1st PUBLIC BUDGET HEARING**

3.1 Mayor's presentation of proposed new budget and millage rate

**4. PUBLIC COMMENT**

**5. RESOLUTIONS**

5.1 A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, PERTAINING TO THE SUBJECT OF TAXATION; PROVIDING FINDINGS; ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2021-2022 FISCAL YEAR (I.E. THE TENTATIVE MILLAGE RATE); AUTHORIZING THE MAYOR TO ESTABLISH THE TIME, DATE, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE FINAL MILLAGE RATE AND THE VILLAGE'S FINAL BUDGET FOR THE VILLAGE'S 2021-2022 FISCAL YEAR; PROVIDING DIRECTIONS TO THE MAYOR AND ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

5.2 A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; PROVIDING FINDINGS;

VILLAGE OF LAZY LAKE  
REGULAR MEETING AGENDA  
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ADOPTING THE TENTATIVE BUDGET FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2021-2022 FISCAL YEAR; AUTHORIZING THE MAYOR TO ESTABLISH THE TIME, DATE, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE FINAL MILLAGE RATE AND THE VILLAGE'S FINAL BUDGET FOR THE VILLAGE'S 2021-2022 FISCAL YEAR; PROVIDING DIRECTIONS TO THE MAYOR AND ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

6. **APPROVAL OF MINUTES** (*action item*)

6.1 Regular Meeting – August 17, 2021

7. **CONSENT AGENDA**

7.1 Ratification of payments made for the following invoices: (*action item*)

7.1.1 All other monthly invoices paid electronically since 8/1/21 to present [see attachment]

7.2 Such additional invoices as may be presented for ratification or payment, if provided for in the annual budget. (*action item*)

7.2.1 Brinkley Morgan Inv# 218314 \$1,492.47

7.2.2 Brinkley Morgan Inv# 218441 \$521.18

7.2.3 Brinkley Morgan Inv# 218440 \$758.08

8. **NEW BUSINESS**

8.1 Update Emergency Preparedness

8.2 A RESOLUTION PERTAINING TO THE SUBJECT OF VILLAGE OF LAZY LAKE COUNCIL MEETINGS; PROVIDING FINDINGS; AUTHORIZING REGULAR VILLAGE AND CERTAIN SPECIAL COUNCIL MEETINGS BEING HELD OUTSIDE OF THE VILLAGE'S TERRITORIAL LIMITS; PROVIDING BASIC MINIMUM PROCEDURES FOR PUBLIC NOTICE OF VILLAGE COUNCIL MEETINGS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

8.3 A RESOLUTION OF THE VILLAGE COUNCIL OF LAZY LAKE, FLORIDA, PERTAINING TO THE SUBJECT OF ADMINISTRATION; APPROVING A DRAFT AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT AND AUTHORIZING THE MAYOR TO FINALIZE AND THEN EXECUTE SAME; PROVIDING DIRECTION TO THE MAYOR TO CREATE A SEPARATE ACCOUNT FOR FUNDS RECEIVED FROM SUCH AGREEMENT AND RESTRICTING SUCH FUNDS FOR THE QUALIFYING PURPOSES SET FORTH IN THE AGREEMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

8.3.1 American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement

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8.4 A RESOLUTION PERTAINING TO THE SUBJECT OF CODE ENFORCEMENT; FORMALIZING THE AUTHORITY OF THE MAYOR TO MAKE REFERRALS OF MATTERS TO BROWARD COUNTY FOR CODE ENFORCEMENT AT VILLAGE EXPENSE PURSUANT TO THE INTERLOCAL AGREEMENT BETWEEN THE VILLAGE AND COUNTY FOR CODE ENFORCEMENT; CONFIRMING THE VILALGE COUNCIL'S AUTHORITY TO AUTHORIZE REFERRALS TO BROWARD COUNTY FOR CODE ENFORCEMENT AT VILLAGE EXPENSE PURSUANT TO THE INTERLOCAL AGREEMENT; DEFINING UNAUTHORIZED REFERRALS; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

8.5 Seeking Approval for the SunServe Building Lease

**9. Village Attorney Comments**

**10. Mayor & Council Comments**

**11. Public Comments (comments will be limited to [3] minutes per person)**

**12. Adjourn**

**Note:** This Council Meeting will be held in the Conference Room of the South Florida Symphony signed space of the "Zig Zag" Building located at the above address. The South Florida Symphony space is at the southern end of the Zig Zag Building, is painted in grey and white stripes, and has a wall/roof sign on its southeast corner which states "South Florida Symphony."

**Access to the Conference Room meeting location is through the door on the west side (rear) of the building where the parking area is located. AGENDA AND SUPPORTING DOCUMENTSS 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 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 include 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 Administrative Assistant at 954.756.3155 at least (5) five business days prior to the meeting to request such accommodations. If hearing or speech impaired, please conduct the Florida Relay Service by using the following numbers: 1-800-955-8700 (voice) or 1-800-955-8771 (TDD)

## MAYOR'S BUDGET MESSAGE

September 11, 2021

Dear Neighbors,

Enclosed is my proposed Tentative Budget for the fiscal year beginning on October 1, 2021. The first public hearing on this Budget will be held on September 15, 2021. Because of continuing concerns about COVID, I encourage members of the public to attend this meeting using the call-in information that will appear on the agenda to be sent out prior to the meeting. You will be given an opportunity to ask questions and make comments before the Council takes an initial vote. A final vote on the budget and millage rate will be taken at the second hearing tentatively scheduled for September 27, 2021.

This proposed Tentative Budget is similar to the prior version circulated in advance of our August 17 meeting, with some adjustments to expense categories in light of the most recent YTD actual expense information. As with the prior version, this proposed budget projects an equal amount of revenues and expenses. The millage rate that has been posted in support of the proposed budget is 6.5000 mills, which is an increase of 49.97% over the rolled-back rate of 4.3342 mills.

Our Village has run significant budget deficits in recent years. During fiscal years 2017-20 we ran a cumulative deficit totaling around \$65,000, and it appears that our deficit for 2020-21 will exceed \$15,000. Our reserves, which were once over \$100,000, were used to cover these recent past deficits and now appear likely to fall below \$30,000 at the end of the current fiscal year. I do not believe that we can responsibly continue this pattern of deficit spending.

The projected expenses in the proposed budget are for essential services to residents, for the costs of operating as an incorporated municipality, and for the cost of complying with the legal obligations of a municipality. The projected increase in property tax revenue is the amount necessary to cover these budgeted expenses.

I look forward to hearing from you on September 15.

Sincerely,

Richard Willard  
Mayor

**RESOLUTION NO. 2021 - \_\_\_\_\_**

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF TAXATION; PROVIDING FINDINGS; ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2021-2022 FISCAL YEAR (I.E. THE TENTATIVE MILLAGE RATE); AUTHORIZING THE MAYOR TO ESTABLISH THE TIME, DATE, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE FINAL MILLAGE RATE AND THE VILLAGE'S FINAL BUDGET FOR THE VILLAGE'S 2021-2022 FISCAL YEAR; PROVIDING DIRECTIONS TO THE MAYOR AND ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

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**WHEREAS**, on July 20, 2021, the Village Council of Lazy Lake, Florida approved Village Resolution No. 2021-8 advising the Broward County Property Appraiser of: (a) the Village's proposed tentative millage rate of 6.5000 mils, (b) the Village's "rolled back rate" of 4.3342 mils, and (c) authorized the Mayor to set a date for a public hearing on September 15, 2021 to consider: (i) the Village's tentative millage rate and (ii) the Village's tentative budget for the Village's next ensuing Fiscal Year (which budget commences October 1, 2021 and continues through September 30, 2022 [herein, the "2021- 2022 Fiscal Year"]); and,

**WHEREAS**, the current year gross taxable value of property within the Village of Lazy Lake for operating purposes which is not exempt from taxation has been certified by the Property Appraiser to be \$8,354,159; and,

**WHEREAS**, the Village of Lazy Lake, Florida held a public hearing on September 15, 2021 as required by Section 200.065, Florida Statutes; and

**WHEREAS**, at the September 15, 2021 public hearing, the first substantive issue discussed was the percentage increase in millage over the rolled back rate necessary to fund the tentative budget, and the specific purposes for which ad valorem taxes are proposed to be increased; and,

**WHEREAS**, the Village Council has reviewed a draft tentative budget for the Village of Lazy Lake's 2021- 2022 Fiscal Year at the public hearing of September 15, 2021, and has made whatever adjustments to same as it deemed appropriate and so that the same may be approved; and,

**WHEREAS**, the Village Council has computed a tentative millage rate which is necessary to fund the draft tentative budget for the Village of Lazy Lake's 2021- 2022

Fiscal Year, and further, has computed the percentage by which the computed tentative millage rate exceeds the rolled back rate; and,

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

**Section 1:** The foregoing recitals are approved as if set forth herein.

**Section 2:** There is hereby adopted a tentative millage rate for levying, imposition, and collection of Ad Valorem taxes necessary to fund the Village of Lazy Lake's tentative 2021- 2022 Fiscal Year Budget of **6.5000 mils**. Therefore, the levying of ad valorem taxes with such tentative millage rate is hereby also approved.

**Section 3:** The tentative millage rate approved and levied in Section 1 of **6.5000 mils** is greater than the Village's rolled back rate of **4.3342 mils** by **49.97%**.

**Section 4:** The Village has no voted debt service millage.

**Section 5:** The Mayor is authorized to establish a Public Hearing date, time, and place for the Village Council to consider: (i) the Village's final millage rate which will be necessary to fund the Village's 2021- 2022 Fiscal Year final budget, and (ii), the Village's 2021- 2022 Fiscal Year final budget. The Mayor is authorized to establish such hearing date in consideration of hearing dates for the School Board and County Commission, meeting attendance considerations for Village officials and any necessary consultants and required advertising schedules for such hearing. The Mayor shall be authorized to effect advertising for the Public Hearing Date.

**Section 6:** The Village Administrative Assistant is directed to send a copy of this Resolution to the Broward County Property Appraiser's Office and the Broward County Tax Collector within three (3) days of its effective date, and to post this Resolution on the Village website. The Mayor is requested to update the Florida Department of Revenue electronic taxation forms as soon as possible.

**Section 7:** Should any section, paragraph, sentence, clause, phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

**Section 8:** This Resolution shall become effective immediately after passage by the Village Council and by signature by the Mayor.

**PASSED AND ADOPTED BY THE VILLAGE COUNCIL** this 15th day of September 2021.

Council Member	Voice Vote		Absent
Patrick Kaufman	Yea ___	Nay ___	___
Carlton Kirby	Yea ___	Nay ___	___
Ray Nyhuis	Yea ___	Nay ___	___
Daniel Copher	Yea ___	Nay ___	___

**SIGNED BY THE MAYOR** this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
MAYOR RICHARD WILLARD

ATTEST:

\_\_\_\_\_  
VILLAGE ADMINISTRATIVE ASSISTANT

APPROVED                      DATE

REQUESTED BY: \_\_\_\_\_

ATTY. OK: \_\_\_\_\_

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Village Administrative Assistant and entered into the Public Record this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
Village Administrative Assistant, Lisa Tayar

018862-18001[4436687]

**RESOLUTION NO. 2021-\_\_\_\_**

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; PROVIDING FINDINGS; ADOPTING THE TENTATIVE BUDGET FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2021-2022 FISCAL YEAR; AUTHORIZING THE MAYOR TO ESTABLISH THE TIME, DATE, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE FINAL MILLAGE RATE AND THE VILLAGE'S FINAL BUDGET FOR THE VILLAGE'S 2021-2022 FISCAL YEAR; PROVIDING DIRECTIONS TO THE MAYOR AND ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

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**WHEREAS**, on July 20, 2021, the Village Council of Lazy Lake, Florida approved Village Resolution No. 2021-8 advising the Broward County Property Appraiser of: (a) the Village's proposed tentative millage rate of 6.5000 mils, (b) the Village's "rolled back rate" of 4.3342 mils, and (c) authorized the Mayor to set a date for a public hearing on September 15, 2021 to consider: (i) the Village's tentative millage rate and (ii) the Village's tentative budget for the Village's next ensuing Fiscal Year (which budget commences October 1, 2021 and continues through September 30, 2022 [herein, the "2021- 2022 Fiscal Year"]); and,

**WHEREAS**, the current year gross taxable value of property within the Village of Lazy Lake for operating purposes which is not exempt from taxation has been certified by the Property Appraiser to be \$8,354,159; and,

**WHEREAS**, in accordance with Fla. Stat. § 166.241(3) (2021), the Village posted a Proposed Budget Summary on the Village Website at least two (2) days prior to the September 15, 2021 hearing (which Proposed Budget Summary is the same as the draft tentative budget considered at the September 15, 2021 Hearing), a copy of which is attached hereto as Exhibit "1"; and

**WHEREAS**, the Village Council has reviewed a draft, tentative budget for the Village of Lazy Lake's 2021-2022 Fiscal Year which has been prepared with assistance from the Accounting Firm *Keefe McCullough* and presented to the Village Council, and has made such adjustments to same as it determined necessary at the public hearing of September 15, 2021 and with such adjustments, such draft tentative budget shall be referenced herein as the "tentative budget"; and,

**WHEREAS**, at the September 15, 2021 public hearing, the first substantive issue discussed was the percentage increase in millage necessary to fund the tentative budget and the specific purposes for which ad valorem taxes are proposed to be increased; and,

**WHEREAS**, the tentative budget sets forth the total revenues, transfers, and balances (i.e. total appropriations and revenue) estimate for the Village's 2021-2022 Fiscal Year as being in the amount of \$94,966; and,

**WHEREAS**, the Village Council has computed a tentative millage rate which is necessary to fund the proposed portion of the tentative budget for the Village of Lazy Lake's 2021-2022 Fiscal Year, and further, has adopted Resolution No. 2021-\_\_\_\_\_ approving such tentative millage rate; and,

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

**Section 1:** The foregoing recitals are approved as if set forth herein.

**Section 2:** There is hereby approved and adopted the Village of Lazy Lake's tentative budget for the 2021-2022 Fiscal Year. For reference, the tentative budget shall be re-printed attached to this Resolution by the Village Administrative Assistant as Exhibit "2."

**Section 3:** The Mayor is authorized to establish a Public Hearing date, time, and place for the Village Council to consider: (i) the Village's final millage rate which will be necessary to fund the Village's 2021-2022 Fiscal Year final budget, and (ii), the Village's 2021-2022 Fiscal Year final budget. The Mayor is authorized to establish such hearing date in consideration of hearing dates for the School Board and County Commission, meeting attendance considerations for Village officials and any necessary consultants, and required advertising schedules for such hearing. The Mayor shall be authorized to effect advertising for the Public Hearing Date.

**Section 4:** The Village Administrative Assistant is directed to send a copy of this Resolution to the Broward County Property Appraiser's Office and the Broward County Tax Collector within three (3) days of its effective date, and to post a copy of this Resolution and its Exhibit on the Village Website.

**Section 5:** Should any section, paragraph, sentence, clause, phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

**Section 6:** This Resolution shall become effective immediately after passage by the Village Council and by signature by the Mayor.

**PASSED AND ADOPTED BY THE VILLAGE COUNCIL** this 15th day of September 2021.

Council Member	Voice Vote		Absent
Patrick Kaufman	Yea ___	Nay ___	___
Carlton Kirby	Yea ___	Nay ___	___
Ray Nyhuis	Yea ___	Nay ___	___
Daniel Copher	Yea ___	Nay ___	___

**SIGNED BY THE MAYOR** this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
MAYOR RICHARD WILLARD

ATTEST:

\_\_\_\_\_  
VILLAGE ADMINISTRATIVE ASSISTANT

APPROVED                      DATE

REQUESTED BY: \_\_\_\_\_

ATTY. OK: \_\_\_\_\_

AS TO FORM ONLY

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Village Administrative Assistant and entered into the Public Record this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
Village Administrative Assistant, Lisa Tayar

**PROPOSED TENTATIVE BUDGET & BUDGET SUMMARY**

VILLAGE OF LAZY LAKE - FISCAL YEAR ENDING SEPTEMBER 30, 2022

\*THE PROPOSED OPERATING BUDGET OF THE VILLAGE OF LAZY LAKE IS 1.06% HIGHER THAN LAST YEARS TOTAL OPERATING EXPENDITURES

PROPOSED MILLAGE RATE 6.5000

The 1st Public Budget Hearing will be September 15, 2021  
at 6:00pm at the ZigZag Building located at:  
2201 Wilton Drive, Wilton Manors, Fl.

SPECIAL	DEBT	CAPITAL			INTERNAL	TOTAL								
ESTIMATED REVENUES						GENERAL	REVENUE	SERVICE	PROJCTS	PERMANENT	ENTERPRISE	SERVICE	ALL FUND	FUND
FUND	FUND	FUND	FUND	FUND	FUNDS									
Millage per \$1000														
Property Taxes:														
Ad Valorem Taxes - Broward County					52,200	-	-	-	-	-	-	-	52,200	
Local Option Gas Tax					-	-	-	-	-	-	-	-	-	
FPL Franchise					3,200	-	-	-	-	-	-	-	3,200	
State Revenue Sharing					5,300	-	-	-	-	-	-	-	5,300	
Sales and Use Taxes					-	-	-	-	-	-	-	-	-	- Interest Income - Tax
Collector					-	-	-	-	-	-	-	-	-	- Miscellaneous
2,000	-	-	-	-	-	-	2,000	-	-	-	-	-	-	
<b>TOTAL SOURCES</b>						62,700	-	-	-	-	-	-	62,700	
Transfers in						2,266	-	-	-	-	-	-	2,266	
Use of Fund Balance Reserves						30,000	-	-	-	-	-	-	30,000	
<b>TOTAL REVENUES, TRANSFERS &amp; BALANCES</b>						94,966	-	-	-	-	-	-	94,966	
<b>TOTAL EXPENDITURES</b>														
Village Attorney						12,000	-	-	-	-	-	-	12,000	
Prototype Administrative Services						10,200	-	-	-	-	-	-	10,200	
Trash Collection Expenses						5,500	-	-	-	-	-	-	5,500	
Office Rent						6,000	-	-	-	-	-	-	6,000	
Accounting						4,000	-	-	-	-	-	-	4,000	
Fire Protection & Ems Services						5,000	-	-	-	-	-	-	5,000	
Repair And Maintenance						6,000	-	-	-	-	-	-	6,000	
Code Enforcement						3,000	-	-	-	-	-	-	3,000	
Insurance Costs						2,500	-	-	-	-	-	-	2,500	
Newspaper Advertising - TRIM Notices						2,000	-	-	-	-	-	-	2,000	
Solid Waste Recycling						1,800	-	-	-	-	-	-	1,800	
Electric						1,500	-	-	-	-	-	-	1,500	
Election Costs - State of Florida						1,500	-	-	-	-	-	-	1,500	
Web Hosting Services						1,200	-	-	-	-	-	-	1,200	
Office Supplies						500	-	-	-	-	-	-	500	
<b>TOTAL EXPENDITURES</b>						62,700	-	-	-	-	-	-	62,700	
Transfers Out							2,266	-	-	-	-	-	2,266	
Fund Balances							30,000	-	-	-	-	-	30,000	
<b>TOTAL APPROPRIATED EXPENDITURES</b>														
<b>TRANSFERS, RESERVES &amp; BALANCES</b>						94,966	-	-	-	-	-	-	94,966	

The tentative, adopted, and/or final budgets will be on file in the office of the above referenced taxing authority as a public record.

**VILLAGE OF LAZY LAKE**  
**PROPOSED OPERATING BUDGET**  
**2021 BUDGET, 2021 ACTUAL EXPENSES AND 2022 PROPOSED BUDGET**

	<b>2020-2021 ACTUAL BUDGET</b>	<b>2020-2021 ACTUAL THROUGH AUG 31, 2021 EXPENSES</b>	<b>2021-2022 PROPOSED BUDGET</b>
<b>REVENUES</b>			
PROPERTY TAXES			
AD VALOREM TAXES - BROWARD COUNTY	36,209	35,374	52,200
OTHER LOCALLY LEVIED TAXES			
FPL FRANCHISE	2,000	3,562	3,200
INTERGOVERNMENTAL TAXES			
STATE REVENUE SHARING	7,000	7,702	5,300
MISCELLANEOUS REVENUS			
MISCELLANEOUS	-	-	2,000
	<u>45,209</u>	<u>46,638</u>	<u>62,700</u>
<b>TOTAL RECEIPTS</b>	<b>45,209</b>	<b>46,638</b>	<b>62,700</b>
<b>TRANSFERS</b>			
TRANSFER IN - PRIOR PERIOD FUND BALANCE	31,700	676	2,266
RESERVES	50,000	45,000	30,000
	<u>126,909</u>	<u>92,314</u>	<u>94,966</u>
<b>TOTAL REVENUES, TRANSFERS AND RESERVES</b>	<b>126,909</b>	<b>92,314</b>	<b>94,966</b>
<b>EXPENDITURES</b>			
VILLAGE ATTORNEY	22,000	16,292	12,000
VILLAGE ADMINISTRATIVE SERVICES	10,000	6,914	10,200
OTHER PROFESSIONAL FEES	6,000	3,165	4,000
OFFICE RENT	5,000	5,192	6,000
REPAIR AND MAINTENANCE	5,000	4,830	6,000
TRASH COLLECTION EXPENSES	4,500	4,883	5,500
ADVERTISING AND PROMOTION	4,000	1,765	2,000
ELECTRIC	2,700	1,389	1,500
INSURANCE COSTS	1,500	2,968	2,500
SECURITY	1,100	-	-
FIRE PROTECTION & EMS SERVICES	1,000	5,771	5,000
PERMITS	1,000	-	-
TRAVEL	1,000	-	-
OFFICE SUPPLIES	500	310	500
WATER SERVICES	100	-	-
CODE ENFORCEMENT	-	3,568	3,000
SOLID WASTE RECYCLING	-	1,704	1,800
WEB HOSTING SERVICES	-	1,294	1,200
ELECTION COSTS - STATE OF FLORIDA	-	3	1,500
	<u>65,400</u>	<u>60,048</u>	<u>62,700</u>
<b>TOTAL EXPENDITURES</b>	<b>65,400</b>	<b>60,048</b>	<b>62,700</b>
<b>TRANSFERS OUT</b>			
TRANSFERS OUT	11,509	6,787	2,266
RESERVES	50,000	30,000	30,000
	<u>126,909</u>	<u>96,835</u>	<u>94,966</u>
<b>TOTAL EXPENDITURES, TRANSFERS AND RESERVES</b>	<b>126,909</b>	<b>96,835</b>	<b>94,966</b>
<b>TOTAL REVENUES, TRANSFERS, AND RESERVES OVER (UNDER) TOTAL EXPENDITURES, TRANSFERS AND RESERVES</b>	<b>-</b>	<b>(4,521)</b>	<b>-</b>

**VILLAGE OF LAZY LAKE**  
**MEETING MINUTES**  
 2201 Wilton Drive, Wilton Manors, FL 33305  
 TUESDAY, August 17, 6:30 P.M.

Village Council Present

Acting Mayor Richard Willard  
 Council Member Ray Nyhuis  
 Council Member Carlton Kirby  
 Council Member Daniel Copher

Also in Attendance

Donald Lunny, Esquire  
 Tedra Allen/Administrative Assistant  
 Jeff Grenell, resident  
 Paul Mosokowitz, resident

Not in Attendance

Council Member Patrick Kaufman

1. Roll Call

The meeting was called to order by Acting Mayor Richard Willard at 6:30p.m. It was determined a quorum was present.

2. Approval of Meeting Minutes

2.1 Regular Meeting – July 20, 2021

**Motion** made by Council Member Kirby, seconded by Council Member Nyhuis to approve the minutes of the July 20, 2021 meeting. In a voice vote, the motion passed unanimously. (4-0)

3. Consent Agenda

3.1 Ratification of payments made for the following invoices:

a) All monthly invoices paid electronically since \* [see attachment]

3.2 Any additional invoices as may be presented for ratification or payment, if provided for in the annual budget

3.2.1	Brinkley Morgan	Inv# 217945	\$923.91
3.2.2	Brinkley Morgan	Inv# 217429	\$1705.68

**Motion** made by Council Member Kirby, seconded by Council Member Nyhuis to approve the Consent Agenda. In a voice vote, the motion passed unanimously. (4-0)

4. New Business

4.1.1 Election to fill vacancy in the office of Mayor for the balance of the term & swearing in of person elected.

**Council consensus** to appoint Richard Willard as Mayor for the remainder of the current term ending March 22, 2022.

- 4.1.2 If necessary, election to fill vacancy on the Village Council & swearing in of person elected.

Jeff Grenell informed that he would like to change his Village Council consideration from Mayor to Council Member. This item was deferred due to Charter requirements.

- 4.1.3 If necessary, election of new President of the Village Council

**Council consensus** to appoint Ray Nyhuis as Council President for the remainder of the current term ending March 22, 2022.

- 4.1.4 Emergency preparedness and Authorization of Mayor to contract for disaster recovery and debris management services.

**Motion** made by Council Member Kirby, seconded by Council Member Copher to authorize the Mayor to negotiate an agreement with (1) Wilton Manors or (2) Broward County for Hurricane Debris Management. In a voice vote, the motion was passed unanimously. (4-0)

6. Village Attorney comments
7. Mayor comments
8. Council comments
9. Public Comments
  
10. Adjourn

With no further business to discuss, and upon motion duly made and seconded, the meeting concluded at 7:15p.m.

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Village Administrative Assistant

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Richard Willard, Mayor

2:28 PM

09/07/21

Accrual Basis

**Village of Lazy Lake**  
**Profit & Loss**  
**October 2020 through August 2021**

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	Oct '20 - Aug 21
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>410 · Property Taxes</b>	
410.1 · Ad Valorem Taxes - Broward Cty	33,340.37
410 · Property Taxes - Other	2,033.70
	35,374.07
<b>Total 410 · Property Taxes</b>	35,374.07
412 · FPL Franchise	3,561.64
413 · State Revenue Sharing	7,702.19
	46,637.90
<b>Total Income</b>	46,637.90
<b>Expense</b>	
718 · Bonds	257.00
710 · Advertising and Promotion	1,764.80
720 · Code Enforcement	3,568.22
729 · Election Costs-State of Florida	3.00
730 · Fire Protection & EMS Services	5,770.98
743 · Insurance Costs	2,968.25
776 · Office Rent	5,192.00
755 · Office Supplies	53.49
752 · Professional Fees	
752.1 · Accounting	3,165.00
752.2 · Village Attorney	16,291.59
	19,456.59
<b>Total 752 · Professional Fees</b>	19,456.59
757 · Village Administrative Services	6,913.71
779 · Repairs and Maintenance	4,829.67
767 · Utilities	
767.1 · Electric	1,388.53
767.2 · Trash Collection Expenses	4,883.45
767.4 · Solid Waste Recycling	1,704.20
	7,976.18
<b>Total 767 · Utilities</b>	7,976.18
781 · Web Hosting Costs	1,294.08
	60,047.97
<b>Total Expense</b>	60,047.97
<b>Net Ordinary Income</b>	-13,410.07
<b>Net Income</b>	-13,410.07

**Date Range**

7.1.1

Specific date range  

**From**  **To**

Numeric date starting with the month

**Filter By**

All 

Showing 1 - 8 of 8 payments

Prev 1 Next

Description	Category	Amount	Deliver By ▼	Status
Waste Management <small>*2004</small>	Garbage & Recycle	\$443.95 <small>*4602</small>	SEP <b>2</b>	Processed Cfm # RT67Z-H6FSB
Tedra Allen Adminstrative Assistant	Miscellaneous	\$850.00 <small>*4602</small>	SEP <b>1</b>	Processed Cfm # RVW8D-28L3B
Grand Properties <small>*Lake</small>		\$472.00 <small>*4602</small>	AUG <b>30</b>	Processed Cfm # RSWVK-CW1DZ
Brinkley Morgan <small>*Lake</small>		\$2,629.59 <small>*4602</small>	AUG <b>27</b>	Processed Cfm # RVZ6T-ZRH96
Solitude Lake Management <small>*Lake</small>		\$185.00 <small>*4602</small>	AUG <b>16</b>	Processed Cfm # RRGV0-9D94C
Tedra Allen Adminstrative Assistant		\$1,023.75 <small>*4602</small>	AUG <b>9</b>	Processed Cfm # RT412-JZ5HZ
Ray Nyhuis	Miscellaneous	\$225.00 <small>*4602</small>	AUG <b>6</b>	Processed Cfm # RT0ZP-8WN6F
Waste Management <small>*2004</small>	Garbage & Recycle	\$443.95 <small>*4602</small>	AUG <b>2</b>	Processed Cfm # RQ1YF-ZYJSG
		<b>Total</b> \$6,273.24	<i>Pending, Processing, and Processed payments only, including any fees</i>	

Showing 1 - 8 of 8 payments

Prev 1 Next



One Financial Plaza
100 SE 3rd Avenue, 23rd Floor
Fort Lauderdale, Florida 33394
(954) 522-2200
(954) 522-9123 Facsimile

August 27, 2021

VILLAGE OF LAZY LAKE
2250 LAZY LANE
LAZY LAKE, FL 33305

Bill Number 218314
Billed through 07/31/2021

VILLAGE OF LAZY LAKE / GENERAL LEGAL SERVICES
018862 018001 DJL

Table with 3 columns: Description, Date, Amount. Rows include Balance forward as of bill dated 07/30/2021 (\$2,629.59), Payments and Trust amounts applied (\$0.00), and Net balance forward (\$2,629.59).

FOR PROFESSIONAL SERVICES RENDERED

Table with 4 columns: Date, Name, Description, Hours. Rows list various legal services from 07/01/21 to 07/26/21 performed by DJL, totaling 11.00 hours. Total fees for this matter: \$1,449.00.

BILLING SUMMARY

LUNNY, DONALD

6.30 hrs

230.00 /hr

\$1,449.00

TOTAL FEES	<u>6.30 hrs</u>	<u>\$1,449.00</u>
TOTAL ADMIN COSTS		\$43.47
TOTAL CHARGES FOR THIS BILL		<u>\$1,492.47</u>
NET BALANCE FORWARD		\$2,629.59
<b>TOTAL BALANCE NOW DUE</b>		<b><u><u>\$4,122.06</u></u></b>

TRUST BALANCE

\$0.00

A 3% administration charge on all fees has been included to cover internal costs such as scanning, photocopying, postage, conference calls, long-distance telephone charges and similar other charges



To pay your bill online go to: [www.BrinkleyMorgan.com](http://www.BrinkleyMorgan.com)



One Financial Plaza  
 100 SE 3rd Avenue, 23rd Floor  
 Fort Lauderdale, Florida 33394  
 (954) 522-2200  
 (954) 522-9123 Facsimile

September 10, 2021

VILLAGE OF LAZY LAKE  
 2250 LAZY LANE  
 LAZY LAKE, FL 33305

Bill Number 218440  
 Billed through 08/31/2021

**VILLAGE OF LAZY LAKE / GENERAL LEGAL SERVICES**  
**018862 018001 DJL**

Balance forward as of bill dated	08/27/2021	\$1,492.47
Payments and Trust amounts applied		\$0.00
Net balance forward		<u>\$1,492.47</u>

**FOR PROFESSIONAL SERVICES RENDERED**

08/03/21	DJL	Telephone conference with Acting Mayor re: Code Enforcement Issues; prepare e-mail to County Attorney's Office re: Code Enforcement Interlocal Agreement and Amendment thereto.	0.40 hrs
08/05/21	DJL	Review Property Appraiser e-mailed information relative to Trim Notice for Lazy Lake.	0.10 hrs
08/11/21	DJL	Receipt and Review of E-mail from Acting Mayor and Teleconference with Acting Mayor re: new information concerning the Village's Disaster Recovery and Response Capability.	0.30 hrs
08/12/21	DJL	Prepare e-mail to County Attorney's Office relative to Interlocal Agreements.	0.20 hrs
08/12/21	DJL	Evaluate proper way to evidence anticipated elected official appointments; prepare draft Oaths of Office for New Mayor and possibly new Council Member; e-mail conclusions and documents to Acting Mayor and Administrative Assistant.	0.50 hrs
08/12/21	DJL	Prepare e-mail to Deputy County Attorney re: follow up on records request and inquire as to possibility of additional Interlocal Agreement as suggested by Acting Mayor.	0.20 hrs
08/13/21	DJL	Prepare e-mail to Acting Mayor and Administrative Assistant re: AT&T Transfer of State Franchise Certificate to Direct TV.	0.10 hrs
08/13/21	DJL	Review Lazy lake agenda material and prepare form of resolution for possible Council President Appointment and e-mail to Village Administrative Assistant.	0.20 hrs
08/13/21	DJL	Prepare e-mail to Wilton Manors Manager and City Attorney regarding Village Resolution No. 2021-10, and status of matter	0.20 hrs
08/16/21	DJL	Review Interlocal Agreement regarding County Zoning and Code Enforcement Services and advice conference with Acting Mayor Willard re: same.	0.20 hrs
08/17/21	DJL	Review American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement and advice conference with Acting Mayor re: same.	0.40 hrs
08/26/21	DJL	Prep for and attend conference with Wilton Manors City Manager, City Attorney, and Mayor Willard concerning next steps in exploration process;	0.40 hrs

post conference call with Mayor Willard.

Total fees for this matter \$736.00

**BILLING SUMMARY**

LUNNY, DONALD 3.20 hrs 230.00 /hr \$736.00

TOTAL FEES	3.20 hrs	\$736.00
TOTAL ADMIN COSTS		\$22.08
TOTAL CHARGES FOR THIS BILL		\$758.08
NET BALANCE FORWARD		\$1,492.47
<b>TOTAL BALANCE NOW DUE</b>		<b>\$2,250.55</b>

TRUST BALANCE \$0.00

A 3% administration charge on all fees has been included to cover internal costs such as scanning, photocopying, postage, conference calls, long-distance telephone charges and similar other charges



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 (954) 522-9123 Facsimile

September 10, 2021

VILLAGE OF LAZY LAKE  
 2250 LAZY LANE  
 LAZY LAKE, FL 33305

Bill Number 218441  
 Billed through 08/31/2021

**VILLAGE OF LAZY LAKE / GENERAL LEGAL SERVICES / ETHICS**  
**018862 019001 DJL**

Balance forward as of bill dated	03/24/2021	\$71.07
Payments and Trust amounts applied		\$71.07
Net balance forward		\$0.00

**FOR PROFESSIONAL SERVICES RENDERED**

08/30/21	DJL	Follow up with Village Administrative Assistant re: Elected Officials Form 1 filings; prepare reminder e-mail to elected officials who she did not hear from.	0.20 hrs
08/31/21	DJL	Follow-up efforts as needed to assist confirming that various elected officials had completed Form 1 filings and provide information to those who need same to effect such filing; status reports as necessary to Village Administrative Assistant.	2.00 hrs
Total fees for this matter			\$506.00

**BILLING SUMMARY**

LUNNY, DONALD	2.20 hrs	230.00 /hr	\$506.00
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TOTAL FEES	2.20 hrs	\$506.00
TOTAL ADMIN COSTS		\$15.18
TOTAL CHARGES FOR THIS BILL		\$521.18
NET BALANCE FORWARD		\$0.00
<b>TOTAL BALANCE NOW DUE</b>		<b>\$521.18</b>

TRUST BALANCE	\$0.00
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A 3% administration charge on all fees has been included to cover internal costs such as scanning, photocopying, postage, conference calls, long-distance telephone charges and similar other charges

— MAKE PAYMENT —



— LAWPAY —

To pay your bill online go to: [www.BrinkleyMorgan.com](http://www.BrinkleyMorgan.com)

RESOLUTION No. 2021-\_\_\_\_\_

A RESOLUTION PERTAINING TO THE SUBJECT OF VILLAGE OF LAZY LAKE COUNCIL MEETINGS; PROVIDING FINDINGS; AUTHORIZING REGULAR VILLAGE AND CERTAIN SPECIAL COUNCIL MEETINGS BEING HELD OUTSIDE OF THE VILLAGE’S TERRITORIAL LIMITS; PROVIDING BASIC MINIMUM PROCEDURES FOR PUBLIC NOTICE OF VILLAGE COUNCIL MEETINGS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, Fla. Stat. §166.0213 (1) (2021) authorizes the Village Council of Lazy Lake, Florida to hold meetings within five (5) miles of the exterior boundary of the Village, provided the time and place for such meetings are authorized by Resolution; and,

WHEREAS, the Village has no Boards or Committees which constitute part of its governmental structure; and,

WHEREAS, Section 1.07 of the Broward County Charter, as approved by the voters at the November 6, 2018 referendum, requires that the Village post on its website any required notices, agendas, and available back-up material at least forty-eight (48) hours prior to a scheduled non-emergency Village Council Meeting, and further, requires that any revisions to the back-up material shall be made available at such Meeting; and,

WHEREAS, the Village of Lazy Lake does not have facilities within the Village for its Village Council Meetings; and,

WHEREAS, Section 6 of Article III of the Charter of the Village of Lazy Lake provides that the Village Council shall by Resolution fix the time and number of regular meetings of the Village Council each year, provided however, that one (1) regular meeting of the Village Council shall be held each calendar quarter; and,

WHEREAS, this Resolution is adopted to standardize and formalize the Village’s minimum procedures for providing notice of its non-emergency Council Meetings, and is adopted to comply with Fla. Stat. §166.0213 (1) (2021) and Section 1.07 of the Broward County Charter;

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

**SECTION 1:** The Regular Meetings of the Village Council shall take place on the third Tuesday of each Month, unless cancelled.

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**SECTION 2:** Art. III, Section 4 of the Village Charter authorizes the Mayor to call a Special Meeting of the Village Council when the Mayor determines a Special Meeting is necessary, or upon the written request of at least three (3) Members of the Village Council. This Section pre-authorizes Special Meetings to be conducted (after being called pursuant to the Village Charter) on any First Tuesday of a Month, provided the provisions below for posting the Agenda on the Village Notice Board and for posting the Agenda and Meeting Material on the Village Website can be met.

**SECTION 3:** In the event it is necessary to conduct a Special Meeting of the Village Council on a day other than a First Tuesday of a Month, and such Special Meeting is not otherwise authorized by a Resolution adopted during a Regular Meeting of the Village Council or during a pre-authorized Special Meeting of the Village Council (conducted pursuant to Section 2 of this Resolution), then the Mayor shall call a Special Scheduling Meeting of the Village Council wherein the sole item on the Agenda shall be to determine, and then to prescribe by Resolution the time and place for such Special Meeting. The provisions below for posting the Agenda on the Village Notice Board and for posting the Agenda and Meeting Material on the Village Website shall be applicable to the Scheduling Meeting.

**SECTION 4:** The Regular Meetings of the Village Council specified in Section 1 of this Resolution, and Special Meetings of the Village Council which have been pre-authorized in Section 2 of this Resolution and Special Scheduling Meetings of the City Council conducted pursuant to Section 3 of this Resolution, shall all be held outside of the Village’s territorial limits. These Meetings shall be held either:

- (a) at 6:30 p.m. within the Hagen Park Community Center, located at 2020 Wilton Drive, Wilton Manors, Florida 33305; or,
- (b) at 6:30 p.m. within the Conference Room of the South Florida Symphony signed space of the “Zig Zag” Building located at 2201 Wilton Drive, Wilton Manors, Florida. The space is at the Southern end of the Zig Zag Building and is painted in grey and white stripes. The space has a wall/roof sign on its Southeast corner which states, “South Florida Symphony;” or,
- (c) at 6:30 p.m. **within the Conference Room** of the SunServe Building located at 2312 Wilton Drive, Wilton Manors, Florida.

The 6:30 p.m. time designation may be changed for Special Meetings by the Village Administrative Assistant in light of the circumstances necessitating such Meeting, Meeting space availability, and quorum considerations; and if changed for a given Special Meeting, shall be as provided in the Agenda for such Special Meeting. The 6:30 p.m. time designation for Regular Meetings may be changed by the Village Administrative Assistant in consideration of the meeting space availability and quorum considerations; and if changed, the time will be specified in the Agenda for such Meeting.

89 **SECTION 5:** In an effort to provide increased, minimum notice to the public concerning  
90 Meetings of the Village Council, the following procedures shall apply until otherwise changed  
91 by written Resolution:  
92

93 (1) The Agenda for the Village Council Meeting shall be posted on the Village Notice Board  
94 at the entrance to the Community at least two (2) calendar days before the day of the  
95 Meeting (and excluding the day of the meeting). Thus, if a Village Council Meeting is on  
96 Tuesday, at 6:30 p.m., the Agenda must be posted on the Notice Board before midnight  
97 on the preceding Saturday.  
98

99 (2) When the Meeting is held in the Conference Rooms described in Section 4, the following  
100 procedures shall apply:  
101

102 a. the Agenda for the Village Council Meeting shall include a statement describing  
103 how access to the meeting area is afforded;  
104

105 b. at least fifteen (15) minutes before the start time of the Village Council Meeting, a  
106 temporary sign on an easel shall be placed at the exterior building door providing  
107 access to the Meeting Area, which sign will advise the public that the Village  
108 Council Meeting is to occur; and,  
109

110 c. at least fifteen (15) minutes before the start time of the Village Council Meeting, a  
111 temporary sign on an easel will be placed in the parking area, which sign will  
112 advise that available parking spaces in such area can be used for parking to attend  
113 the Village Council Meeting.  
114

115 (3) The Mayor and Council Members shall assist the Village Administrative Assistant in  
116 compiling and updating from time to time e-mail addresses of the Village's residents.  
117 Recognizing that some residents may not wish their e-mail addresses to become public  
118 records and recognizing that residents might change from time to time without advance  
119 notice to the Village, the e-mail addresses may not be always complete or up to date.  
120

121 (4) For purposes of compliance with Broward County Charter Section 1.07, the Village  
122 Administrative Assistant shall post the Village Council Meeting Agenda together with  
123 any required notices and available back-up material for the Items on the Meeting Agenda,  
124 on the Village Website. This posting shall occur at least 48 hours before the Meeting.  
125 The Agenda shall also disclose the website address where a person can examine any  
126 available agenda item notes and back up material.  
127

128 (5) When the material described in Subsection 5(4) is posted to the applicable website, the  
129 Agenda for the Meeting shall be e-mailed by the Administrative Assistant to the residents  
130 who are listed on the then current e-mail list.  
131

132 **SECTION 6:** The provisions of this Resolution shall prevail over any conflicting provisions of  
133 any prior Resolution

134  
135 **SECTION 7:** Should any section, paragraph, sentence, clause, phrase or other part of this  
136 Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not  
137 affect the validity of this Resolution as a whole or any portion or part thereof, other than the part  
138 so declared to be invalid.

139  
140 **SECTION 8:** This Resolution shall become effective ten (10) days after passage by the Village  
141 Council and by signature by the Acting Mayor.

142  
143 PASSED AND ADOPTED by the Village Council this \_\_\_\_\_ day of \_\_\_\_\_,  
144 2021.

Council Member	Voice Vote		Absent
Patrick Kaufman	Yea ___	Nay ___	___
Carlton Kirby	Yea ___	Nay ___	___
Ray Nyhuis	Yea ___	Nay ___	___
Daniel Copher	Yea ___	Nay ___	___

151  
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153  
154 SIGNED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

155  
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158 \_\_\_\_\_  
159 MAYOR RICHARD WILLARD

160  
161 ATTEST:  
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165 \_\_\_\_\_  
166 VILLAGE ADMINISTRATIVE ASSISTANT

167  
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169  
170  
171 [3602128]018862-18001  
172

## Resolution No. 2021-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF LAZY LAKE, FLORIDA, PERTAINING TO THE SUBJECT OF ADMINISTRATION; APPROVING A DRAFT AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT AND AUTHORIZING THE MAYOR TO FINALIZE AND THEN EXECUTE SAME; PROVIDING DIRECTION TO THE MAYOR TO CREATE A SEPARATE ACCOUNT FOR FUNDS RECEIVED FROM SUCH AGREEMENT AND RESTRICTING SUCH FUNDS FOR THE QUALIFYING PURPOSES SET FORTH IN THE AGREEMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE THEREFOR.

Whereas, the Village Council has reviewed the attached draft of an American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement which is proposed between the Florida Division of Emergency Management and the Village which is attached hereto as Exhibit “1” (the Agreement”), and wishes to approve same and authorize the Mayor to finalize and execute same; and,

Whereas, the Agreement proves that moneys received by the Village pursuant to the Agreement’s terms may only be spent for certain types of expenditures (“qualified expenditures”) and further requires that moneys not so expended be returned to the Division, and in recognition thereof, the Village Council desires that a separate account be maintained for such moneys so that they do not get commingled with other Village Funds;

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

Section 1. Authorization of Agreement. That certain draft American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement (the “Agreement”) in form attached hereto as Exhibit “1” is hereby approved. The Mayor is authorized to make such final changes to same as may be necessary or appropriate prior to signing same, and further, is authorized to sign same.

Section 2. Restricted Funds. The purpose of the Agreement is to provide certain funds to the Village which may only be expended for qualified purposes, and which will need to be returned if not expended. The Mayor is directed to establish a separate account for any moneys the Village receives pursuant to the Agreement, so that such moneys are not comingled with other Village moneys, and so that expenditures from such account can be more easily documented. The moneys which the Village receives pursuant to the Agreement shall be restricted and used only for the qualified purposes set forth in the Agreement.

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

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

**PASSED AND ADOPTED BY THE VILLAGE COUNCIL** this \_\_\_ day of September 2021.

Council Member	Voice Vote	Absent	
Daniel Copher	Yea _____	Nay _____	_____
Patrick Kaufman	Yea _____	Nay _____	_____
Carlton Kirby	Yea _____	Nay _____	_____
Ray Nyhuis	Yea _____	Nay _____	_____

**SIGNED BY THE MAYOR** this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
MAYOR RICHARD WILLARD

ATTEST:

\_\_\_\_\_  
VILLAGE ADMINISTRATIVE ASSISTANT

APPROVED                      DATE

REQUESTED BY: \_\_\_\_\_

ATTY. OK: \_\_\_\_\_

AS TO FORM ONLY

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Village Administrative Assistant and entered into the Public Record this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
Village Administrative Assistant

**AMERICAN RESCUE PLAN ACT  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Lazy Lake, Village of (the "Non-Entitlement Unit" or "Recipient").

**RECITALS**

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,<sup>1</sup> and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$13,022.00**.
- (4) USE OF FISCAL RECOVERY FUNDS
  - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

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<sup>1</sup> <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.<sup>2</sup> Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024<sup>3</sup>, such as:
  - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
  - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
  - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
    1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;<sup>4</sup>
    2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;<sup>5</sup>
    3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;<sup>6</sup>
    4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;<sup>7</sup> and
    5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.<sup>8</sup>
  - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance’s definition of “essential work.”<sup>9</sup> Examples of essential workers include, but are not limited to:
    1. Staff at nursing homes, hospitals, and home care settings;
    2. Workers at farms, food production facilities, grocery stores, and restaurants;
    3. Janitors, truck drivers, transit staff, and warehouse workers
    4. Public health and safety staff;
    5. Childcare workers, educators, and other school staff; and

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<sup>2</sup> “First Tranche Amount,” American Rescue Plan Act of 2021, H.R. s. 601(b)(7) “Timing”

<sup>3</sup> <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<sup>4</sup> See Federal Register, pg. 26790.

<sup>5</sup> *Id.*

<sup>6</sup> *Id.* at 26791

<sup>7</sup> *Id.* at 26791-26797

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* at 26797

6. Social service and human services staff.<sup>10</sup>
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.<sup>11</sup>
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.<sup>12</sup>
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” including the cost principles and restrictions on general provisions for selected items of cost.
  - i. The following 2 CFR policy requirements apply to this assistance listing<sup>13</sup>:
    - Subpart B, General provisions;
    - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
    - Subpart D, Post Federal; Award Requirements;
    - Subpart E, Cost Principles; and
    - Subpart F, Audit Requirements.
  - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division’s Program Manager will be responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the Division’s liaison

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<sup>10</sup> *Id.*

<sup>11</sup> *Id.* at 26799

<sup>12</sup> *Id.* at 26802

<sup>13</sup> As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-815-4458  
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-815-4455  
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
  - ii. Authorized representative name, title, and email;
  - iii. Contact person name, title, phone, and email;
  - iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
  - v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
  - vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
  - vii. Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
  - i.

The Division of Emergency Management  
[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

ii.

The Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
  - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
  - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
  - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
  - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
  - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
  - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
  - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
  - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
  - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
  - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
  - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
  - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
  - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
  - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
  - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
  - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient’s execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

**RECIPIENT**

Lazy Lake, Village of

By:

Name and title:

Date:

FEIN : 592548626

DUNS : 042334180

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: **Kevin Guthrie, Director**

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

## Exhibit 1

### Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

#### State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: **\$13,022.00**

## Attachment A

### ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, \_\_\_\_\_, am the Authorized Agent of Lazy Lake, Village of (“Recipient”) and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient’s Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
  - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
  - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

**By:**

**Signature:**

**Title:**

**Date:**

**Attachment B**  
**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned Recipient, \_\_\_\_\_, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:  
Signature:  
Title:\_  
Date: \_

## **Attachment C**

### **Program Statutes and Regulations**

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

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Lazy Lake, Village of

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Date

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Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Resolution No. 2021-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF LAZY LAKE, FLORIDA, PERTAINING TO THE SUBJECT OF ADMINISTRATION; APPROVING A DRAFT AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT AND AUTHORIZING THE MAYOR TO FINALIZE AND THEN EXECUTE SAME; PROVIDING DIRECTION TO THE MAYOR TO CREATE A SEPARATE ACCOUNT FOR FUNDS RECEIVED FROM SUCH AGREEMENT AND RESTRICTING SUCH FUNDS FOR THE QUALIFYING PURPOSES SET FORTH IN THE AGREEMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE THEREFOR.

Whereas, the Village Council has reviewed the attached draft of an American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement which is proposed between the Florida Division of Emergency Management and the Village which is attached hereto as Exhibit “1” (the Agreement”), and wishes to approve same and authorize the Mayor to finalize and execute same; and,

Whereas, the Agreement proves that moneys received by the Village pursuant to the Agreement’s terms may only be spent for certain types of expenditures (“qualified expenditures”) and further requires that moneys not so expended be returned to the Division, and in recognition thereof, the Village Council desires that a separate account be maintained for such moneys so that they do not get commingled with other Village Funds;

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

Section 1. Authorization of Agreement. That certain draft American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement (the “Agreement”) in form attached hereto as Exhibit “1” is hereby approved. The Mayor is authorized to make such final changes to same as may be necessary or appropriate prior to signing same, and further, is authorized to sign same.

Section 2. Restricted Funds. The purpose of the Agreement is to provide certain funds to the Village which may only be expended for qualified purposes, and which will need to be returned if not expended. The Mayor is directed to establish a separate account for any moneys the Village receives pursuant to the Agreement, so that such moneys are not comingled with other Village moneys, and so that expenditures from such account can be more easily documented. The moneys which the Village receives pursuant to the Agreement shall be restricted and used only for the qualified purposes set forth in the Agreement.

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

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

**PASSED AND ADOPTED BY THE VILLAGE COUNCIL** this \_\_\_ day of September 2021.

Council Member	Voice Vote	Absent	
Daniel Copher	Yea _____	Nay _____	_____
Patrick Kaufman	Yea _____	Nay _____	_____
Carlton Kirby	Yea _____	Nay _____	_____
Ray Nyhuis	Yea _____	Nay _____	_____

**SIGNED BY THE MAYOR** this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
MAYOR RICHARD WILLARD

ATTEST:

\_\_\_\_\_  
VILLAGE ADMINISTRATIVE ASSISTANT

APPROVED                      DATE

REQUESTED BY: \_\_\_\_\_

ATTY. OK: \_\_\_\_\_

AS TO FORM ONLY

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Village Administrative Assistant and entered into the Public Record this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
Village Administrative Assistant

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Lazy Lake, Village of

Address:

DUNS Number: 042334180

Taxpayer Identification Number: 592548626

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Lazy Lake, Village of

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Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

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Authorized Representative: Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



47 B. Minor Issues. These kinds of matters typically are corrected by the use of a contractor or  
48 professional service, but in some instances can be safely or properly completed by a non-  
49 professional. Typically, these matters can be corrected within a week. Examples include minor  
50 repairs, alterations, or improvements without permits where an owner/builder or maintenance  
51 permit can be issued. Other examples include minor property maintenance or trash/debris  
52 pickup, or tree abuse viewable from public right of way, or property maintenance issues which  
53 necessitate the use of special equipment operated by professionals to properly and safely  
54 complete.

55  
56 C. Significant Issues. These kinds of matters typically fall into four (4) categories. The  
57 first category concerns property condition where the issue usually cannot be corrected without  
58 plans review, permitting, evaluation, and inspections. This includes significant repairs,  
59 alterations, or improvements which most likely will require the use of a contractor or  
60 professional, where multiple inspections are likely needed, and where a Certificate of Occupancy  
61 is typically issued. The second category involves zoning use issues (i.e., residential property  
62 being used for commercial business) where the use entails customer visits to the property, and  
63 adverse traffic, noise, or other secondary effects - - but which do not pose an immediate threat to  
64 life safety or to the Community's overall health and welfare. The third category involve matters  
65 tending not to be life safety in nature at the time, but which reasonably can become life safety in  
66 nature in the future. Examples include an abandoned structure which is not dilapidated or is not  
67 unsecured, or an ongoing noise issue. The fourth category is the most serious and typically  
68 present an apparent immediate risk to life safety or to the health and welfare of the Community.  
69 Examples include but are not limited to: life safety violations under the Florida Building Code  
70 [including the fire safety code]; unsafe buildings; and matters which have a material likelihood  
71 of affecting other people or property or the public health, such as: (i) unsanitary conditions (i.e.  
72 an open sewage area), (ii) maintaining an area where putrefying solid waste exists; (iii) matters  
73 which affect storm drainage systems, the safe use of public transportation or other public  
74 infrastructure, (iv) abandoned property which appears in a dilapidated state or which is not  
75 secured, or (v) matters concerning the illegal use of property that results in immediate and  
76 significant negative secondary effects of crowd accumulation, roadway obstructions, building or  
77 fire maximum capacity concerns, or possible criminal activity.

78  
79  
80 **Section 3. Mayor Referrals.**

81  
82 The Mayor of Lazy Lake is authorized to refer matters that he or she may reasonably conclude in  
83 the exercise of good faith present Significant Issues to Broward County for Code Enforcement  
84 pursuant to the Interlocal Agreement. A referral by the Mayor pursuant to this Section 1 will not  
85 require advance consideration or approval by the Village Council.

86  
87 In recognition that the Mayor may not have all applicable facts and circumstances that might  
88 cause a concern not to be a Significant Issue, the Broward County may rely on a Mayoral  
89 Referral without the need to evaluate the severity of the matter. Further, as long as the Mayor  
90 has exercised good faith, the Mayor shall be deemed to have properly exercised his or her  
91 discretion under this Section in making or not making a referral.

93 **Section 4. Village Council Advance Consideration and Approval of Referrals.**

94  
95 In the event the Mayor of Lazy Lake reasonably concludes in the exercise of good faith that a  
96 matter is not a Significant Issue, the Mayor shall not refer such Issue to Broward County for  
97 Code Enforcement pursuant to the Interlocal Agreement without Village Council Advance  
98 Consideration and Approval.  
99

100 The Village Council may determine that a Minor Issue or Significant Issue should be referred to  
101 Broward County for Code Enforcement pursuant to the Interlocal Agreement. The foregoing  
102 determination shall be made by a majority vote, and after such vote takes place, the Mayor shall  
103 refer the Issue to Broward County for Code Enforcement pursuant to the Interlocal Agreement.  
104

105 In recognition that the Members of the Village Council may not know all of the relevant facts  
106 and circumstances affecting an Issue when a referral is authorized, as long as the Members of the  
107 Village Council have exercised good faith, they shall have been deemed to have properly  
108 exercised their discretion under this Section in determining whether to direct the Mayor to refer  
109 an Issue to Broward County for Code Enforcement pursuant to the Interlocal Agreement.  
110  
111

112 **Section 5. Unauthorized Referrals.**

113  
114 No person other than the Mayor is authorized to make a Referral of an Issue to Broward County  
115 for Code Enforcement pursuant to the Interlocal Agreement. The foregoing sentence does not  
116 prevent a person other than the Mayor from making a complaint to the County; instead, it is  
117 designed to ensure that the Village pay only for those cases which have been properly referred to  
118 Broward County for Code Enforcement pursuant to the Interlocal Agreement.  
119  
120

121 **Section 6. Effective Date.**

122  
123 This Resolution shall become effective immediately upon passage by the Village Council and  
124 signature by the Mayor.  
125  
126

127 **PASSED AND ADOPTED BY THE VILLAGE COUNCIL** this \_\_ day of September, 2021.  
128  
129

Council Member	Voice Vote		Absent
Daniel Copher	Yea ___	Nay ___	___
Patrick Kaufman	Yea ___	Nay ___	___
Carlton Kirby	Yea ___	Nay ___	___
Ray Nyhuis	Yea ___	Nay ___	___

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**SIGNED BY THE MAYOR** this \_\_\_\_\_ day of September, 2021.

\_\_\_\_\_  
MAYOR RICHARD WILLARD

ATTEST:

\_\_\_\_\_  
VILLAGE ADMINISTRATIVE ASSISTANT

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Village Administrative Assistant and entered into the Public Record this \_\_\_\_\_ day of September, 2021.

\_\_\_\_\_  
Village Administrative Assistant

**LEASE AGREEMENT**

THIS LEASE is made and entered into this 31st day of August, 2021 by and between WILTON EXECUTIVE SUITES, LLC, a limited liability company, as landlord ("Landlord") and THE VILLAGE OF LAZY LAKE, a limited liability company, as tenant ("Tenant").

**1. BASIC LEASE PROVISIONS**

- A. Building Address: 2312 Wilton Drive, Wilton Manors, FL 33305 (herein, the "Building").
- B. Tenant Address: \_\_\_\_\_
- C. Tenant's EIN/ Social Security Number: \_\_\_\_\_
- D. Landlord's Address (For Notices and Rent Payments):  
Wilton Executive Suites, LLC  
300 SE 2<sup>nd</sup> Street, Suite 600  
Fort Lauderdale, FL 33305  
Attn: Kamani Richter
- E. Premises: Office Number(s) 43 as shown on the floor plan of the Building (Exhibit A)
- F. Initial Term: Month to Month beginning on September 1, 2021 and ending on TBD.  
See Paragraph 1 of Terms and Conditions for provisions relating to automatic renewal of Term.
- G. Monthly Basic Rent:  
Office Component of Monthly Basic Rent:  
  
Office Number: 43 \$ 100.00  
  
Internet Access \$ Included  
Parking \$ Included  
Additional Services Charge \$ n/a per user  
  
TOTAL Monthly Basic Rent \$ 100.00 + 6.5% sale tax = \$106.50  
  
Telephone install charges \$ n/a (one time charge)  
Internet Install charges \$ n/a (one time charge)
- H. Security Deposit: \$ 106.50 due upon Tenant's execution of this Lease.
- I. Guarantor: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

This Lease incorporates herein by reference the Terms and Conditions, the Administrative Services Guide and the Addendum to Lease attached hereto as if fully set forth herein.

Landlord:  
WILTON EXECUTIVE SUITES, LLC  
A Florida Limited Liability Company

Tenant:  
THE VILLAGE OF LAZY LAKE  
A Florida Limited Liability Company

By: ZEN OFFICES LLC  
A Florida Corporation  
As Managing Member

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By: \_\_\_\_\_  
Angela Bronzatti, Property Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Witnesses (as to Landlord):

Witnesses (as to Tenant):

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

## TERMS AND CONDITIONS

1. **GRANT AND TERM AND RENEWAL OF LEASE.** For and in consideration of the Rent and the mutual covenants and agreements contained herein, Landlord leases to Tenant and Tenant leases from Landlord for the Term the Premises. The Premises shall be used for general office use and for no other purpose, subject to the other restrictions specified herein. The space in the Building which Landlord is leasing from the Prime Landlord pursuant to the terms of the Prime Lease is hereafter known as the "Master Space". Tenant acknowledges that Landlord is leasing the Premises and other space in the Building from the owner of the Building (herein, "Prime Landlord") and that this transaction is a sublease of a portion of the Master Space. The lease for the Master Space is referred to herein as the "Prime Lease". Tenant acknowledges that this Lease is subject and subordinate to all of the terms and conditions of the Prime Lease. At all times hereunder, Tenant shall abide by the Rules and Regulations adopted or promulgated by Landlord and Prime Landlord as amended from time to time. Tenant's occupancy of the Premises includes the nonexclusive right to use the common areas of the Building together with the other occupants of the Building. Landlord reserves the right to relocate Tenant to other office space in the Building from time to time upon ten (10) days notice to Tenant; such office will be of equal or larger size and configuration; and Landlord will pay for the reasonable costs to relocate Tenant. Tenant acknowledges that the Term hereof shall not extend beyond the term of the Prime Lease; accordingly, if the term of the Prime Lease expires or terminates, the Term hereof shall expire or terminate concurrently therewith. At the expiration of the Term, Tenant shall immediately surrender possession and vacate the Premises. In the event that Tenant or any party claiming by, through or under Tenant holds over, then Tenant shall be deemed a tenant at sufferance and Landlord may exercise any and all remedies available to it at law or in equity. In addition, Tenant shall pay double the rate of Rent payable by Tenant hereunder immediately prior to the holdover period. Tenant shall indemnify and hold Landlord harmless from and against any and all damages, losses, claims, demands, costs and expenses (including, without limitation, attorney's fees and court costs) arising out of or resulting from such holdover. Unless this Lease is terminated earlier in accordance with the terms herein or unless either party gives written notice to the other at least forty-five (45) days prior to the end of the Initial Term or any extension thereof that the party will not extend the Term, then the Term shall be automatically extended for a period of time equal to that of the Initial Term (but no less than sixty days) on the same terms as set forth herein (herein an "extension term"), except that the office component of the monthly Basic Rent shall increase at the beginning of each extension term by an amount that would yield an annual rent increase of six percent (6%) or .5% per month. For example, if the Initial Term were six months, the office component of the Basic Rent shall increase by three percent (3%) at the beginning of the first extension period. The reference to the "Term" shall include the Initial term together with all renewals and extensions thereof.

2. **OCCUPANCY.** In the event that the Premises is not available for occupancy on the above date, the Term shall begin on the date of such availability (without any liability of Landlord to Tenant relating to such delay) and Rent for that month and any other portion of the Term which is less than a month shall be prorated based upon the number of days in such month. Tenant acknowledges that Tenant has had full opportunity to inspect and examine the Premises and all improvements, equipment and furniture therein prior to Tenant's execution of this Lease and that neither Landlord nor any representative of Landlord has made any representation or warranty as to the condition of the Premises or the suitability thereof for the conduct of Tenant's business. Tenant accepts and shall take the Premises and all improvements, equipment and furniture in their absolutely AS IS CONDITION, SUBJECT TO ALL FAULTS AND WITHOUT REPRESENTATION EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF HABITABILITY AND MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Tenant shall comply with all applicable laws, ordinances and governmental regulations now or hereafter existing relating to Tenant's specific use of the Premises (provided, however that Tenant shall not perform any alterations required for such compliance without securing Landlord's consent thereto). Tenant shall not cause or permit any nuisance, unreasonable noise, loitering or disruption to Landlord's other tenants or to other occupants in the Building or anything which would violate or cause a violation of the Prime Lease or anything that would injure the reputation of Landlord and/or the Building.

3. **RENT.** Tenant shall pay monthly, in advance, on or before the first (1st) day of every month during the Term, the Basic Rent specified in Section 1 E. of the Basic Lease Provisions (together with all applicable sales use or excise tax levied thereon), and without notice, demand, set off, abatement or reduction whatsoever. Any other sums due and payable pursuant to the terms hereof (including without limitation, the fees due and payable for the services specified in the Administrative Services Guide) shall be referred to herein as "Additional Rent" and shall be payable on the dates provided herein. The rates and charges referenced in the Administrative Services Guide shall be subject to change by Landlord from time to time without notice to Tenant. Unless otherwise specified in the Basic Lease Provisions, the charge for parking is not included in Basic Rent. Basic Rent and Additional Rent shall be collectively referred to herein as "Rent" and shall be paid in lawful, immediately available funds and shall be remitted to the Landlord at the address specified in Section 1B. of the Basic Lease Provisions or such other address as provided to Tenant by Landlord. All Basic Rent not received by Landlord on the first (1st) of each month and all Additional Rent not paid to Landlord when due shall be subject to a service charge of eighteen percent (18%) per annum. Such service charge shall not be deemed a consent by Landlord to late payments, a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled as a result of late payment of Rent. In addition to the foregoing, if a check tendered by Tenant is dishonored by a financial institution for any reason, Tenant shall be subject to a Twenty Five Dollar (\$25.00) service charge relating thereto.

4. **SECURITY DEPOSIT.** Tenant has deposited the Security Deposit with Landlord on the understanding that: (a) the Security Deposit or any portion thereof not previously applied may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied; (b) should the Landlord's interest in the Prime Lease be assigned, the Security Deposit (or any portion not previously applied) may be turned over to Landlord's assignee and Tenant hereby releases Landlord from any and all liability with respect to the same to the extent remitted to Landlord's assignee; (c) the Security Deposit is not required to be held in a separate fund and may be commingled with the other funds of Landlord (or Landlord's assignee, if applicable); (d) if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Lease, the Security Deposit (or the portion not previously applied) shall be returned to

Tenant, without interest, no later than sixty (60) days after the expiration of the Term, provided Tenant has vacated the Premises and surrendered possession to Landlord as provided herein; (e) in the event this Lease or Tenant's possessory rights in and to the Premises are terminated, Landlord may apply the Security Deposit against damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default; (f) in the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be applied first to the payment of Rent due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial liquidation of Landlord's damages; and (g) Landlord reserves the right to collect additional Security Deposit up to an amount equal to two (2) month's rent.

**5. SERVICES/LIMITATION OF LIABILITY.** Neither Landlord nor Prime Landlord nor any of their respective officers, directors, employees, shareholders, partners, agents or representatives shall be responsible for damages, direct or consequential, that may result from the failure of Landlord or Prime Landlord to furnish any service, including, but not limited to the service of conveying messages, communications and other utilities or services. Tenant's sole remedy and Landlord's sole obligation for any failure to render any service, any error or omission, or any delay or interruption of any service is limited to an adjustment to Tenant's bill in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues. WITH THE SOLE EXCEPTION OF THE FOREGOING REMEDY, TENANT EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE, AND AGREES NOT TO PURSUE OR MAKE ANY CLAIM FOR DAMAGES, DIRECT OR CONSEQUENTIAL, INCLUDING LOST PROFITS OR OPPORTUNITY ARISING OUT OF ANY FAILURE TO FURNISH ANY SERVICE, ANY ERROR OR OMISSION WITH RESPECT THERETO OR ANY DELAY OR INTERRUPTION OF SERVICES.

**6. REPAIRS AND MAINTENANCE AND ALTERATIONS.** Tenant shall keep the interior of the Premises in good order, condition and repair and shall promptly repair (and/or replace to the extent required and with the identical items), all glass, furniture and improvements damaged or broken therein during the Term; such activities shall at all times comply with all applicable codes, regulations and ordinances. Landlord shall, after request of Tenant, seek to enforce the provisions of the Prime Lease relating to repairs and maintenance required of the Prime Landlord pursuant to the provisions of the Prime Lease provided that Landlord shall have no liability if Prime Landlord fails to comply with the Prime Lease. Tenant shall not modify or alter the Premises in any manner whatsoever during the Term, without securing Landlord's consent in each and every instance (which Landlord may withhold in its sole and absolute discretion). Any modification or alteration approved by Landlord shall be removed by Tenant upon the expiration or earlier termination of this Lease. At the expiration of the Term, the Premises shall be surrendered to Landlord in its original condition, normal wear and tear excepted (subject to damage due to casualty). Landlord shall have the right to inspect the Premises during business hours to ensure that Tenant is maintaining same pursuant to the provisions hereof and to perform or allow Landlord or the Prime Landlord to perform any repairs or maintenance thereto.

**7. NO CONVEYANCE/ENCUMBERING TITLE.** Tenant shall not assign, sublease, transfer, convey or mortgage its interest in this Lease or allow any transfer thereof or any lien upon Tenant's interest by operation of law or permit the occupancy of the Premises or any part thereof by anyone other than Tenant during the Term hereof. Tenant shall not do any act which shall in any way encumber the title of Prime Landlord in and to the Building, nor subject the interest or estate of Prime Landlord or Landlord to any claim by way of lien or encumbrance. Any claim to, or lien upon the Premises or the Building arising from any act or omission of Tenant shall accrue only against the sublease hold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the Building and the interest of Landlord in the Master Space. To the extent that any lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the Building, the Premises, Landlord's leasehold estate or the sublease hold estate created hereby as a result of any action or inaction by or at the direction of Tenant, Tenant will discharge same of record within ten (10) days after the filing thereof, failing which Tenant will be in default under this Lease.

**8. DAMAGES/INSURANCE/WAIVER OF LIABILITY.** In the event of a fire or other casualty affecting the Premises, or of a taking of all or part of the Premises under the power of eminent domain, the Lease shall terminate or Rent shall abate to the extent rent is abated pursuant to the terms of the Prime Lease.

During the Term, Tenant shall maintain all risk/special perils (or its subsequent equivalent) property insurance insuring property owned, leased or possessed by Tenant for one hundred percent (100%) of their insurable value and commercial general liability insurance for the Premises listing Landlord as a certificate holder and additional insured thereon with limits of not less than \$1,000,000 per occurrence. Each policy shall waive the right of recovery against Landlord, Prime Landlord and each of their respective officers, directors, agents, employees, shareholders, members and partners relating to any damage, loss or injury. Tenant's insurance relating thereto shall be primary to any insurance maintained by Landlord or Prime Landlord. Tenant assumes all risk of theft, loss or damage to property or injury to persons in or about the Premises from theft or any other cause whatsoever and Tenant hereby waives all claims, demands, causes of action with respect thereto against Landlord, Prime Landlord and each of their respective officers, directors, partners, shareholders, agents and assigns.

**9. DEFAULT.** If Tenant shall fail to remit any payment of Rent when due and such default shall continue for five (5) days after written notice thereof to Tenant or Tenant shall fail to comply with any other obligation or term hereof and such default shall continue for ten (10) days after written notice thereof to Tenant, then Landlord shall have all rights and remedies available, at law or in equity, pursuant to the laws of the State of Florida, including, without limitation, the right to accelerate and declare all Rent for the balance of the Term immediately due. In addition, in the event of a default by Tenant, Landlord may cease to provide any and all services immediately, without resort to legal process. In the event that Landlord elects to perform any obligations of Tenant hereunder, Tenant agrees to reimburse Landlord for any expenses which Landlord incurred, plus interest accruing thereon at the lesser of the highest rate permitted by law or eighteen percent (18%) per annum. Landlord's rights relating to a default by Tenant shall be cumulative and not mutually exclusive.

No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default. No act or conduct of Landlord, including the acceptance of keys to the Premises shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only written acknowledgment from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment of Rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

10. **LANDLORD'S EMPLOYEES.** Tenant acknowledges that Landlord expends substantial amounts of money to hire, train and retain qualified employees for the services provided to Tenant. In consideration thereof, Tenant agrees that it nor any company affiliated with Tenant will not, during the Term or within one (1) year thereafter, hire any person who has been an employee of Landlord at any time during the Term hereof without the written consent of Landlord. If Tenant violates the provisions hereof, Tenant will be liable to Landlord for liquidated damages in an amount equal to six (6) months salary (wages plus benefits) of the employee hired by Tenant or any company affiliated with Tenant, at the rate last paid that employee by Tenant.

11. **RADON DISCLOSURE.** In accordance with the requirements of Florida Statutes Section 404.056(8), the following notice is hereby given to Tenant: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

12. **OFFICE DELIVERIES.** Will be the responsibility of the tenant.

13. **TENANT NOT TO PROVIDE CERTAIN SERVICES.** Landlord receives revenue on account of certain of those services, and such revenue is an important element in the establishment of the amount of the Monthly Basic Rent. Therefore, during the Term Tenant shall not provide nor permit its employees or agents to provide, on the Premises, services to any other tenant in the Master Space. Further, with respect to internet services, if, or for any reason, there should be a suspension or interruption of the service mentioned above, Landlord shall not be liable to Tenant for such suspension or interruption and Landlord shall have a reasonable time within which to restore such service.

14. **MISCELLANEOUS.**

A. Landlord's liability hereunder is limited to the Rent payable hereunder and neither Landlord nor any member, partner, director or shareholder of Landlord shall have any personal liability for any consequences or damages arising hereunder. Except as otherwise set forth in Section 7 of the Terms and Conditions hereof, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns. This Lease has been prepared by Landlord and its professional advisors and reviewed by Tenant and its professional advisors. Landlord, Tenant and their separate advisors believe that this Lease is the product of their joint efforts, that it expresses their agreement and that it should not be interpreted in favor of Landlord or Tenant or against either Landlord or Tenant merely because of their efforts in its preparation.

B. In the event of any proceeding or dispute arising out of this Lease, jurisdiction and venue shall lie exclusively in the Circuit Court located in Broward County, Florida. Each party waives any defense or objection in such court based upon lack of personal jurisdiction, improper venue and forum non conveniens. The prevailing party in any dispute shall be entitled to recover all court costs, expenses and reasonable attorney's fees incurred on account of such action or proceeding. This Lease is governed by the laws of the State of Florida.

LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER, UPON ALL MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES OR IN ANY CLAIM OF INJURY OR DAMAGE.

C. All notices hereunder shall be in writing and either be delivered personally, by certified or registered mail, postage prepaid or by recognized overnight courier service when sent to the addresses specified in the Basic Lease Provisions or such other address specified in writing by such party (provided, however that such address shall contain a street address, city, state and zip code or that party's address shall be the last proper address). Notice shall be deemed given when received or refused by the addressee or its agent.

D. Tenant represents and warrants that it has the authority to enter into this Lease.

E. This Lease, and the Addendum constitute all covenants, promises, agreements, warranties or representations, conditions and understanding between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions or understandings, either verbal or written between them, other than as are set forth herein. No modification of the terms hereof shall be effective and binding upon Landlord unless such modification is in writing and is signed by an authorized representative of Landlord. Time is of the essence with respect to each and every provision hereof.

F. Neither this Lease nor any memorandum thereof will be recorded by Tenant. Submission of this Lease to Tenant does not constitute an offer and this Lease becomes effective only upon execution and delivery by both Landlord and Tenant.

G. Tenant represents and warrants to Landlord that no broker or agent has been employed by Tenant with respect to this Lease and Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold Landlord harmless from any claims by any broker or agent claiming compensation with respect to this Lease.

H. Landlord shall not be construed or held to be a partner or associate of Tenant, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain that of landlord and tenant. If any term or provision of this Lease shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

I. Tenant shall not cause or permit any hazardous material or substance defined or listed in any applicable federal, state or local law, rules, regulation or ordinance to be brought or remain upon, kept, used, discharged, leaked or emitted in or about the Premises. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold Landlord harmless from any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes or action and losses of any and every kind and nature as a result of Tenant's breach of the foregoing provision; Tenant's liability hereunder shall survive the expiration of the Term hereof.

J. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, boycott, governmental restrictions, riot, insurrection, war, catastrophe or act of the public enemy, the period for the completion of such obligation shall be extended by one (1) day for each day of delay caused by the above conditions. Nothing in this Section shall excuse or delay Tenant's obligation to pay Rent.

K. Landlord shall not be responsible for any delay or failure in any services or failure in other performance under this Lease caused by fire, lightning, strikes or labor disputes, embargo, explosion, power surge or failure or blackout, pest damage, hurricane, earthquake, volcanic actions, flood, war, civil disturbance, governmental requirement, acts of civil or military authorities or the public enemy, acts of God, inability to secure raw materials, inability to secure products of manufacturers or outside vendors, delay or failure of carriers or contractors, delay or failure of the Prime Landlord under the Prime Lease, or any other cause beyond Landlord's reasonable control, whether or not similar to be the foregoing.

L. Office hours for the Master Space shall be a minimum of 9:00 A.M. to 5:00 P.M. weekdays. The Master Space shall be closed on Saturday and Sunday and on the following holidays: New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas.

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## ADDENDUM TO LEASE

### Available Services

This Addendum (“Addendum”) is hereby incorporated into and made a part of that certain Lease attached hereto by and between the Landlord, as referenced therein, and the Tenant, as referenced therein.

1. Furniture: Tenant may use any available office pieces at no additional charge.
2. Other Services and Conditions:
  - A. Included Services. With regard to the Premises and for Tenant, the following services are made available to Tenant at no additional charge:

COMMON USE OF MASTER SPACE RECEPTION AREA;  
A SECURE MAILBOX FOR EVERYDAY INCOMING MAIL  
DAILY (5 DAYS) JANITORIAL SERVICE  
ALL UTILITIES EXCEPT TELEPHONE AND INTERNET SERVICE  
PRIVATE, CARPETED OFFICE (FURNISHINGS, IF ANY, DESCRIBED IN THIS ADDENDUM)

- B. Internet Services. Charges for Internet Service are a component of the Monthly Basic Rent amount, and any increase in the scope or amount of Internet Services for Tenant which may hereafter be agreed to by Landlord and Tenant will result in an increase in the Internet Services component of the Monthly Basic Rent, thereby increasing the Monthly Basic Rent total amount.

Internet Services are not transferable. Each user who has access to the service must have their own account. If Tenant has multiple users, each must have a separate account in order to access the network. Use of “proxy” servers or other network sharing technologies for purposes of evading per user license fee is prohibited. Landlord exercises no control over the content of the information passing through the Internet Service which may only be used for lawful purposes. Transmission or storage of any information, data, or material in violation of any Federal or State regulation or law is prohibited. This includes, but is not limited to unauthorized use or copying of copyrighted material or material claimed as a trade secret, or use of the Telecommunications Services or Internet Services to disseminate or receive threatening or obscene material.

If Tenant accesses other networks through the use of the Internet Service, Tenant shall comply with the rules for that network, including paying all charges connected therewith. Use of any information obtained via the Internet Service is at Tenant’s risk, and Landlord disclaims any responsibility for the accuracy or quality of information obtained through the Internet Service. Landlord may, in addition to any other remedy to Landlord, suspend Internet Services to Tenant or any user if Landlord, in its reasonable and sole discretion, believes that Tenant or any user is violating the terms and conditions of the Lease or is using the Internet Services in any illegal or improper manner or in a manner that inhibits the reasonable commercial use of the Internet or any service by other Tenants or any other user of the Internet. Landlord shall have no responsibility for Tenant’s personal files residing on the Internet Service or any other server connected therewith, and may delete all data, files, or other information that is stored for Tenant’s account if the Tenant’s account is terminated for any reason by Tenant, Landlord, or any Internet Service Provider or web site.

Landlord makes no warranty of any kind, whether express or implied, including any warranty of merchantability or fitness for a particular purpose and for the Internet Service. Landlord shall have no liability to Tenant for any loss, cost or expense arising out of or resulting from loss of data resulting from delays, non-deliveries, service interruptions, or release or disclosure of data sent to Tenant, however caused. Tenant shall and hereby does indemnify and hold Landlord harmless from and against any loss, cost or damage to Tenant or any third party arising out of or resulting from Tenant’s use or misuse of the Internet Service.