

VILLAGE OF LAZY LAKE
REGULAR MEETING AGENDA
SUNSERVE BUILDING CONFERENCE ROOM
2312 WILTON DRIVE, WILTON MANORS, FLORIDA
WEDNESDAY, MARCH 15, 2023
6:30 P.M.

TO PARTICIPATE VIS TELEPHONE

Dial-In **1-443-489-6180**

Pin: **730 449 611#**

Persons wishing 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 Jeff Grenell
Council Member Robert Strusinski

1. **Roll Call**
2. **Public Comments** – (comments limited to three (3) minutes per person)
3. **Approval of Minutes**
 - a. November 16, 2022 Village Council Meeting Minutes - **Forthcoming**
4. **Consent Agenda**
 - a. Ratification of payments made for the following invoices:
 - Invoices pay electronically from November 16, 2023 – present day
5. **Resolutions**
 - a. **Resolution 2023-01**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY REGARDING RE-ESTABLISHING THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE COUNTY’S ADDITIONAL “THREE-CENT” LOCAL OPTION GAS TAX ON MOTOR FUEL AND ADDITIONAL “FIFTH-CENT” LOCAL GAS OPTION ON MOTOR FUEL FOR TRANSIT, ATTACHED HERETO AS EXHIBIT “A” AND

EXHIBIT "B," RESPECTIVELY, AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

b. Resolution 2023-02

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA. APPROVING AND AUTHORIZING THE MAYOR OR DESIGNEE TO RENEW THE PIGGYBACK AGREEMENT WITH TETRA TECH, INC., FOR DISASTER DEBRIS MONITERING SERVICES FOR A THREE-YEAR TERM ENDING JULY 12, 2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE THEREFOR.

6. Discussion Items

- a. Vacation Rental Ordinance Implementation
- b. Floodplain Ordinance Review
- c. Tree Leaves in the Right-of-Way
- d. Annual Ethics Training

7. Village Attorney Comments

8. Mayor and Council Comments

9. Adjournment

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

AGENDA AND SUPPORTING DOCUMENTATION POSTED AT

WWW.LAZYLAKEFL.US

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

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

Village of Lazy Lake Minutes
November 16, 2022

**VILLAGE OF LAZY LAKE
MEETING MINUTES**

2312 Wilton Drive, Wilton Manor, Fl. 33305
Tuesday, November 16, 2022
6:30pm

Village Council

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

Absent

Council Member Patrick Kaufman

In Attendance

Tedra Allen – Administrative Assistant

In Attendance by Phone

Attorney Pamala Ryan, Esq.

1. Roll Call

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

2. Approval of Minutes

2.1 September 15, 2022 Council Meeting Minutes

2.2 September 28, 2022 Council meeting Minutes

Motion made to by Council Member Grenell, seconded by Council Member Nyhuis, to approve the minutes of September 15, 2022 and September 28, 2022 Council Meeting minutes. In a voice vote, the motion passed unanimously 4-0.

3. Consent Agenda

3.1 Ratification of payments made electronically since 9/27/22 to present.

Motion made by Council Member Grenell, seconded by Council Member Strusinski, to approve all invoices paid electronically from September 27, 2022 to present. In a voice vote, the motion passed unanimously 4-0.

4. New Business

4.1 Approval of Final Financial Statements for FY2021-22

Motion made by Council Member Grenell, seconded by Council Member Kirby. In a voice vote, the motion passed unanimously 4-0.

4.2 Amend Budget for FY 2021-22 to reflect actual revenues and expenditures.

Motion made by Council Member Strusinski, seconded by Council Member Grenell. In a voice vote, the motion passed unanimously 4-0.

4.3 Extend agreement with DRC for storm remediation services (currently set to expire on December 2022).

Motion made by Council Member Grenell, seconded by Council Member Nyhuis. In a voice vote, the motion passed unanimously 4-0.

4.4 Extend ILA with Broward County for Temporary Debris Management (currently set to expire on November 30, 2022).

Motion made by Council Member Grenell, seconded by Council Member Kirby. In a voice vote, the motion passed unanimously 4-0

4.5 Renew ILA with Broward County for building permit services (expired on September 30, 2022)

Motion made by Council Member Grenell, seconded by Council Member Kirby. In a voice vote, the motion passed unanimously 4-0

4.6 Renew ILA with Broward County for code enforcement services & amend to provide for the Village to recover administrative costs (expired on September 30, 2022)

Motion Made by Council Member Grenell, seconded by Council Member Kirby. In a voice vote, the motion passed unanimously 4-0

4.7 Meet with representative from new Lake Management Maintenance Company.

Discussion was had on Solitude Lake Maintenance and the need for aerators.

5. Mayor and Council Comments

* Council Member Nyhuis inquired about ways to remove the trees from the lake.

* Council Member Grenell inquired about the public access road to the lake. Further discussion was had on the public access gate.

* Council Member Nyhuis inquired about tree trimming. It was determined that the Mayor will have a discussion with Attorney Ryan regarding drafting an ordinance for Homeowners to maintain trees on their property.

* Council Member Grenell asked about the status of the Vacation Rentals

6. Public Comments – None

7. Adjournment – 7:13pm

Village of Lazy Lake Minutes
November 16, 2022

Tedra Allen, CMC Date

Mayor Richard Willard Date

Date Range

Specific date range Up To 24 months 

From **To**
 11/16/22 03/15/2023

Numeric date starting with the month

Filter By

All 

Showing 1 - 25 of 25 payments

Prev 1 Next

Description	Category	Amount	Deliver By ▼	Status
City of Fort Lauderdale Fire Rescue Svcs *Lake	Utilities	\$1,106.71 *4602	MAR 9	Processed Cfm # TQSYT-3CLG1
Solitude Lake Management *Lake		\$1,020.39 *4602	MAR 9	Processed Cfm # TQSZG-WM7CS
Tedra Allen Adminstrative Assistant	Miscellaneous	\$149.40 *4602	MAR 9	Processed Cfm # TQSY5-CYW6P
Waste Management *2004	Garbage & Recycle	\$443.95 *4602	MAR 2	Processed Cfm # TMMCQ-G5W1X
Tedra Allen Adminstrative Assistant	Miscellaneous	\$850.00 *4602	MAR 1	Processed Cfm # TM9XS-5DM9S
Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	MAR 1	Processed Cfm # TM9XS-5F1B3
Solitude Lake Management *Lake		\$197.85 *4602	FEB 14	Processed Cfm # TN56X-059QM
Tedra Allen Adminstrative Assistant	Miscellaneous	\$149.40 *4602	FEB 8	Processed Cfm # TML3S-XJ2RJ
FIC of Ft Lauderdale *1816		\$1,278.00 *4602	FEB 2	Processed Cfm # TLZ7R-LG3N8
Ottinot Law P.A		\$1,472.00 *4602	FEB 2	Processed Cfm # TLZ6Z-5RT19
Waste Management *2004	Garbage & Recycle	\$443.95 *4602	FEB 2	Processed Cfm # TJL3J-18W1C
Tedra Allen Adminstrative Assistant	Miscellaneous	\$850.00 *4602	FEB 1	Processed Cfm # TJGZH-5X8DH

Total \$19,932.95 *Pending, Processing, and Processed payments only, including any fees*

Description	Category	Amount	Deliver By	Status
Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	FEB 1	Processed Cfm # TJGZH-5XLG0
City of Fort Lauderdale Fire Rescue Svcs *Lake	Utilities	\$1,278.90 *4602	JAN 18	Processed Cfm # TKBWN-1ZFW4
Tedra Allen Adminstrative Assistant	Miscellaneous	\$126.00 *4602	JAN 10	Processed Cfm # TJMBH-55X3G
Keefe McCullough *Lake		\$2,335.00 *4602	12/30/22	Processed Cfm # THFBV-1WQXP
Sun Sentinel *5892	Newspaper/Books	\$789.50 *4602	12/30/22	Processed Cfm # THFBJ-YN1Z1
Tedra Allen Adminstrative Assistant	Miscellaneous	\$850.00 *4602	12/30/22	Processed Cfm # TFBRK-WZ32S
Waste Management *2004	Garbage & Recycle	\$443.95 *4602	12/30/22	Processed Cfm # TFFSW-4JTC6
Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	12/30/22	Processed Cfm # TFBRK-WZD3G
Tedra Allen Adminstrative Assistant	Miscellaneous	\$126.00 *4602	12/12/22	Processed Cfm # TFPTN-RQRKP
Waste Management *2004	Garbage & Recycle	\$443.95 *4602	12/2/22	Processed Cfm # TB69V-SCWXC
Tedra Allen Adminstrative Assistant	Miscellaneous	\$850.00 *4602	12/1/22	Processed Cfm # TB391-VFL3D
Wilton Executive Suites, LLC SunServe Building *hter		\$319.50 *4602	12/1/22	Processed Cfm # TB391-VFTJH
Ottinot Law P.A.		\$3,450.00 *4602	11/28/22	Processed Cfm # TD1SZ-TDLM1
		Total \$19,932.95	<i>Pending, Processing, and Processed payments only, including any fees</i>	

Showing 1 - 25 of 25 payments

Prev 1 Next

RESOLUTION NO. 2023-01

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY REGARDING REESTABLISHING THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE COUNTY'S ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL AND ADDITIONAL "FIFTH-CENT" LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT, ATTACHED HERETO AS EXHIBIT "A" AND EXHIBIT "B," RESPECTIVELY, AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village entered into interlocal agreements with Broward County regarding the Three-cent Local Option Gas Tax on Motor Fuel, and the Fifth-cent Additional Local Option Gas Tax on Motor Fuel For Transit, which were levied for a period of thirty (30) years each, said interlocal agreements to expire on December 31, 2023, and December 31, 2031, respectively; and

WHEREAS, the Village desires to enter into new interlocal agreements reestablishing the distribution of the Three-cent Local Option Gas Tax on Motor Fuel, and the Fifth-cent Additional Local Option Gas Tax on Motor Fuel For Transit, said interlocal agreements to both expire on December 31, 2053.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2. That the 2023 Amendments to the Interlocal Agreements with Broward County for Division and Distribution of the proceeds from the County’s Additional Three-cent Local Option Gas Tax on Motor Fuel, and the Fifth-cent Additional Local Option Gas Tax on Motor Fuel For Transit, attached hereto as Exhibit “A” and Exhibit “B,” respectively, are hereby approved. That the appropriate city officials are hereby authorized and directed to execute the amendments and to take any and all action necessary to effectuate the intent of this resolution.

Section 3. Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This Resolution shall become effective upon its passage and adoption by the Village Council.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

RICHARD WILLARD
Mayor

ATTEST:

TEDRA ALLEN, CMC
Administration Assistant

ROLL CALL

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

APPROVED AS TO LEGAL FORM:

PAMALA RYAN, ESQ
Village Attorney

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION GAS TAX ON EVERY
GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish a three-cent (\$0.03) local option gas tax on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current three-cent (\$0.03) local option gas tax expiring December 31, 2023, be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the three-cent (\$0.03) local option gas tax to be used for transportation expenditures and to allocate the proceeds of the local option gas tax among the Parties as set forth herein.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the local option gas tax according to the following distribution formula: Forty-eight and Seventy-three One-

hundredths percent (48.73%) to the County, and Fifty-one and Twenty-seven One-hundredths percent (51.27%) to the Municipalities.

- 3.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
- 3.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
- 3.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
4. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the three-cent (\$0.03) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
5. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
6. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
7. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
8. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

9. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
11. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
12. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
13. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By _____
____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Three-Cent Local Option Gas Tax ILA.doc
#616378

INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION GAS TAX ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY

VILLAGE OF LAZY LAKE, through its Village Council, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 20____.

VILLAGE

ATTEST:

VILLAGE CLERK

VILLAGE OF LAZY LAKE, a municipal corporation

By: _____
VILLAGE MAYOR

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Village Attorney

Designated Address for Notices (include e-mail address(es):

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01) LOCAL OPTION GAS TAX
(FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD
COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish an additional one-cent (\$0.01) local option gas tax (commonly referred to as the “Fifth Cent”) on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional one-cent (\$0.01) local option gas tax expiring December 31, 2031, established by the Board of County Commissioners in Ordinance No. 2000-25 (“Prior Ordinance”), be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the additional one-cent (\$0.01) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.

3. **Termination of Prior Agreement:** The Interlocal Agreement between the County and the Municipalities for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel executed by the Parties in connection with the Prior Ordinance is terminated effective 11:59 p.m. on December 31, 2023.
4. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional one-cent (\$0.01) local option gas tax according to the following distribution formula: Seventy-four percent (74%) to the County, and Twenty-six percent (26%) to the Municipalities.
 - 4.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
 - 4.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 4.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
5. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional one-cent (\$0.01) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
6. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
7. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
8. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

9. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
10. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By _____
____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Kristin M. Carter (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Fifth Cent Local Option Gas Tax ILA.doc
#617186

INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01) LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY

VILLAGE OF LAZY LAKE, through its Village Council, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 20_____.

VILLAGE

ATTEST:

VILLAGE CLERK

VILLAGE OF LAZY LAKE, a municipal corporation

By: _____
VILLAGE MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Village Attorney

Designated Address for Notices (include e-mail address(es)):

RESOLUTION NO. 2023-02

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR DESIGNEE TO RENEW THE PIGGYBACK AGREEMENT WITH TETRA TECH, INC., FOR DISASTER DEBRIS MONITORING SERVICES FOR A THREE-YEAR TERM ENDING JULY 12, 2026; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Village of Lazy Lake (“Village”) entered into a Piggyback Agreement (“Agreement”) with Tetra Tech, Inc. (“Contractor”) on June 10, 2022, for disaster debris monitoring services after piggybacking off of an agreement between the City of Wilton Manors, FL and Contractor, said Agreement to expire on July 12, 2023; and

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

WHEREAS, the Village wishes to renew the Agreement for an additional three-year term, with an expiration date of July 12, 2026; and

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

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

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

Section 2. The Village Council hereby approves the renewal of the Agreement with Contractor and authorizes the Mayor or designee to send a letter of renewal (or other document) to Contractor, which will renew the Agreement for an additional three-year term, with an expiration date July 12, 2026.

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

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

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

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

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

Mayor Richard Willard

ATTEST:

APPROVED AS TO FORM:

Tedra Allen
Village Administrative Assistant

Pamala H. Ryan
Village Attorney

THIS PIGGYBACK AGREEMENT (“Piggyback Agreement”) is made and entered into on this 10th day of June, 2022 (“Effective Date”), by and between the Village of Lazy Lake, FL (“Village”) and Tetra Tech Inc. (“Contractor”) (collectively, the “Parties”).

WHEREAS, on July 11, 2017, The City of Wilton Manors, a Florida municipal corporation (“City”) and Contractor entered into a contract resulting from RFP #2017-03 for Contractor to Disaster Debris Monitoring services (“City Contract”), and renewed on June 29, 2020; and

WHEREAS, Mayor Richard Willard, an authorized representative of the Village of Lazy Lake, FL, has reviewed RFP #2017-03 for Disaster Debris Monitoring Services and Addendum No. 1 dated May 3, 2017 (hereinafter collectively “RFP”), Contractor’s Response to the RFP (“Proposal”), and the resulting City Contract in their entirety and, after review, has determined that it is in the best interests of the Village to enter into a similar agreement with Contractor for disaster debris monitoring services; and

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Village and Contractor agree as follows:

Piggyback Agreement Contents: The Piggyback Agreement consists of the following sections:

Exhibit A	RFP #2017-03 for Contractor to Disaster Debris Monitoring service
Exhibit B	RFP #2017-03 Addendum No. 1 dated May 3, 2017
Exhibit C	Tetra Tech’s Response to Proposal
Exhibit D	City of Wilton Manors, FL Contract
Exhibit E	June 29, 2020 City of Wilton Manors, FL Renewal Letter and Price Schedule

- 1. City Contract.** The City Contract is incorporated into this Piggyback Agreement and made a part hereof by reference, except as otherwise set forth herein.
- 2. Agreement Components.** The Piggyback Agreement components are (a) this document and (b) the County Contract, including all its Exhibits; (c) RFP #2017-03 for Contractor to Disaster Debris Monitoring services and Addendum No. 1 dated May 3, 2017; (d) June 20, 2020 Renewal Letter and Price Schedule; and (e) Contractor’s Response to Proposal. In the event of an inconsistency or conflict between or among these documents, the following order of precedence shall govern: (i) this document, (ii) the City Contract; (c) RFP #2017-03 for Contractor to Disaster Debris Monitoring services and Addendum No. 1 dated May 3, 2017; (d) June 29, 2020 Renewal Letter and Price Schedule; and (e) Contractor’s Response to Proposal.
- 3. Changes to the City Contract:** The City and Contractor hereby agree that, for the purposes of this Piggyback Agreement, the following terms and conditions of the Contract shall be modified as follows:
 - a.** All references to “The City of Wilton Manors” and “CITY” will be interpreted as a reference to the Village of Lazy Lake (“Village”).
 - b.** All references to “Tetra Tech Inc” and “Contractor” will be interpreted as a reference to Tetra Tech Inc.
 - c.** All references to a “party” or the “parties” will be interpreted as a reference to the Village, the Contractor, or both, depending on the context.

d. If the meaning of any other term in the City Contract would be inconsistent with the purpose of this Piggyback Agreement, that term will be given a meaning that is consistent with the purpose of this Piggyback Agreement.

e. Article 3, Term, of the City Contract is hereby modified to read as follows:

The Initial term of this Piggyback Agreement shall commence on the date written above and continue until July 12, 2023, unless terminated earlier in accordance with the provisions of this Piggyback Agreement ("Initial Term"). The Village may, in its sole and absolute discretion, extend the Initial Term of this Piggyback Agreement for one (1) additional term of (3) three years ("Renewal Term"). Unit prices will remain firm for the Initial Term and may be adjusted according to the change in the annual Consumer Price Index (CPI) (as defined in the RFP) for each Renewal Term. However, the Initial Term or Renewal Term of this Piggyback Agreement shall not extend beyond the Initial or Renewal Term of the City Contract.

f. The reference in Article 5, Miscellaneous, Section 5.7. Notice of the City Contract to the "City Manager" and "City Attorney" is hereby deleted and replaced with "an authorized representative of the Village of Lazy Lake" as follows:

Mayor Richard Willard
Village of Lazy Lake
Address: 2250 Lazy Lane, Lazy Lake FL 33305
(571) 296-4483
rwillard@lazylakefl.us

IN WITNESS WHEREOF, the parties have caused this Piggyback Agreement to be executed by their duly authorized representatives on the day and date first above written.

TETRA TECH INC.:

By: 

Print: Jonathan Burgiel

Title: Business Unit President

VILLAGE OF LAZY LAKE, FLORIDA:

By: 

Print: Richard Willard

Title: Mayor

EXHIBIT E
City of Wilton Manors

2020 Wilton Drive • Wilton Manors, Florida 33305 • (954) 390-2120 • FAX (954) 390-2199



Life's Just Better Here

Tom Green

Vice Mayor

Julie A. Carson

Commissioner

Gary Resnick

Commissioner

Paul Rolli

Commissioner

Leigh Ann Henderson

City Manager

Kerry Ezrol

City Attorney

June 29, 2020

Via Email to: betty.kamara@tetrattech.com

Ms. Betty Kamara, Contracts Administrator
Tetra Tech, Inc.
2301 Lucien Way
Suite 120
Maitland, FL 32751

Dear Ms. Kamara:

I want to take this opportunity to thank you and your staff at Tetra Tech for our continued partnership. You provide a very much appreciated service to the residents of our City.

Pursuant to Article 3 – Term, of our agreement for Disaster Debris Monitoring Services dated July 11, 2017, I want to formally notify you that the City is hereby exercising its option to extend the Initial Term of our agreement for the first of two allowable three-year Renewal Terms and approve the CPI pricing increase of 1.5% per the attached 'Updated Rate Schedule'. The Renewal Term will commence July 12, 2020 and end July 12, 2023. We look forward to continuing our relationship with your company over the coming years.

Sincerely,

Leigh Ann Henderson
City Manager

ACCEPTANCE OF AGREEMENT

Execution of this by Tetra Tech, Inc. signifies agreement with all the terms and conditions of its Agreement with the City of Wilton Manors and serves as a notice to proceed.

BY: 
Tetra Tech, Inc.

DATE: June 29, 2020

CITY OF WILTON MANORS, FLORIDA
Disaster Debris Monitoring Services
RFP 2017-03

TETRA TECH, INC.
UPDATED RATE SCHEDULE

The hourly rates include all cost, all applicable overhead and profit (excluding lodging, meals, and transportation).

Positions	Initial Hourly Rate 07/12/2017-07/12/2020	CPI 1.5% Increase	Hourly Rate w/ 1.5% CPI 07/13/2020-07/12/2023
Debris Monitoring Services			
Field Supervisor	\$45.00	0.68	\$45.68
Debris Site / Tower Monitors	\$33.50	0.50	\$34.00
Field Coordinators (Crew Monitors)	\$33.50	0.50	\$34.00
Project Manager	\$79.00	1.19	\$80.19
Operations Manager	\$64.00	0.96	\$64.96
FEMA Coordinator	\$95.00	1.43	\$96.43
Scheduler / Expeditors	\$36.00	0.54	\$36.54
GIA Analyst	\$49.00	0.74	\$49.74
Environmental Specialist	\$65.00	0.98	\$65.98
Project Inspector (Citizen Site Monitors)	\$30.00	0.45	\$30.45
Load Ticket Data Entry Clerks (QA /QC)	\$0.00	0.00	\$0.00
Billing / Invoice Analysts	\$45.00	0.68	\$45.68
Administrative Assistants	\$32.00	0.48	\$32.48
Data Manager	\$55.00	0.83	\$55.83
Emergency Management Planning & Training Services			
Administrative Specialist I	\$44.00	0.66	\$44.66
Administrative Specialist II	\$48.00	0.72	\$48.72
Research Assistant	\$51.00	0.77	\$51.77
Administrative Specialist III	\$60.00	0.90	\$60.90
Research Assistant II	\$66.00	0.99	\$66.99
Analytical Aide	\$75.00	1.13	\$76.13
Planning Aide	\$80.00	1.20	\$81.20
Consulting Aide	\$90.00	1.35	\$91.35
Program Analyst	\$95.00	1.43	\$96.43
Consultant/Planner/ Analyst I	\$110.00	1.65	\$111.65
Consultant/Planner/ Analyst II	\$125.00	1.88	\$126.88
Consultant/Planner/ Analyst III	\$135.00	2.03	\$137.03
Senior Consultant/Planner/ Analyst	\$150.00	2.25	\$152.25
Supervising Consultant/ Planner/Analyst	\$158.00	2.37	\$160.37
Project/Program Manager	\$175.00	2.63	\$177.63
Principal in Charge	\$190.00	2.85	\$192.85
Principal Consultant/ Planner/Analyst	\$210.00	3.15	\$213.15
Executive Consultant/ Planner/Analyst	\$225.00	3.38	\$228.38
Subject Matter Expert	\$240.00	3.60	\$243.60

Ordinance No. 2022 - 1

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

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

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

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

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

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

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

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

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

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

3. Registration.

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

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

(1) The residential property has an effective and valid license as a vacation rental classification of public lodging establishment issued by the Florida Department of Business and Professional Regulations prior to July 1, 2022; and,

(2) The residential property is not in violation of any section of the Code of Ordinances of the Village; and,

(3) An application for registration of the residential property as a vacation rental has been filed and all applicable fees have been paid; and

(4) That said occupancy was scheduled prior to July 1, 2022 as evidenced by a written and validly executed rental agreement or contract provided to the Village no later than October 1, 2022.

(5) Each registration is valid for 24 months from the date of issuance.

4. Application and fees for registration.

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

(1) The legal description of the property offered for rental (i.e., address, lot, folio number, block and subdivision name);

(2) Name, address, email address, and phone number of owner of said property;

(3) Name, address, and emergency contact phone number of responsible party for said property, which shall be a twenty-four (24) hour, seven (7) days a week contact number;

(4) That the phone number for the responsible party will be answered twenty-four (24) hours a day, seven (7) days a week by the responsible party;

(5) The website address for any and all websites which the property owner advertises the residential property for rent as a vacation rental;

(6) The legal description of all other property owned by the property owner of the vacation rental located within the Village (i.e., address, lot, folio number, block and subdivision name);

(7) Acknowledgements by owner of the following:

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

(8) Proof of owner's current ownership of the property;

(9) Proof of registration with the Florida Department of Business and Professional Regulation of transient public lodging establishment and Broward County Business Tax Receipt; and

(10) Proof of compliance with the "Responsible Party" section of this ordinance.

B. Submission of an incomplete registration application form shall result in rejection of the application.

C. The fee for registration shall be set by the Village Council by resolution.

D. Registration is not transferable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Inspections and Compliance.

(A) An inspection of the dwelling unit for compliance with this section may be required prior to issuance of an initial vacation rental certificate of compliance or at any time subsequent thereto.

(B) Once issued, a vacation rental unit must be properly maintained in accordance with the vacation rental standards required herein.

(C) If the Village schedules an inspection and the responsible party fails to admit the inspector at the scheduled time, the owner shall be charged a "no show" fee in an amount to be determined by resolution of the Council to cover the inspection expense incurred.

(D) If the inspector(s) is denied admittance by the vacation rental responsible party or if the inspector fails in at least three (3) attempts to complete an inspection of the rental unit, the inspector(s) shall provide notice of failure of inspection to the owner to the address shown on the vacation rental registration application.

9. **Complaints.** Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may file a written complaint with the Village.

10. **Revocation.** Any certificate of compliance issued pursuant to this article may be denied, revoked, or suspended by the Village upon a showing of a violation of any municipal, state or federal law. Such denial, revocation or suspension is in addition to any other penalty provided herein. A vacation rental may not provide transient occupancy during any period of suspension of a vacation rental certificate of compliance.

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

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

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

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

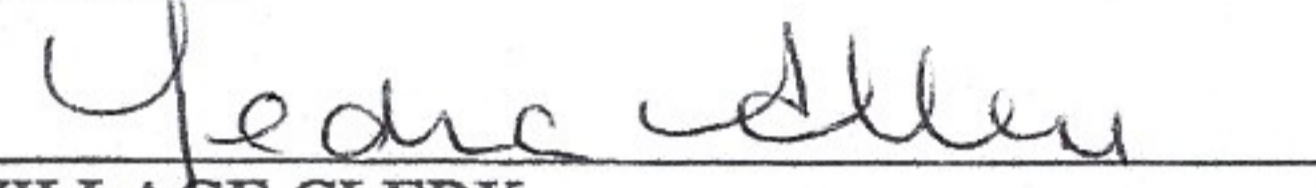
Council Member	Voice Vote		Absent
Ray Nyhuis	Yay X	Nay ___	___
Jeff Grenell	Yay X	Nay ___	___
Carlton Kirby	Yay ___	Nay X	___
Patrick Kaufman	Yay X	Nay ___	___
Robert Strusinski	Yay X	Nay ___	___

SIGNED BY THE MAYOR this 31st day of May, 2022.



RICHARD WILLARD, Mayor

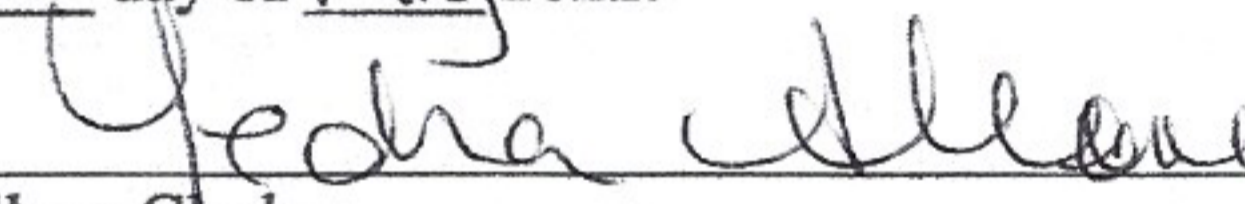
ATTEST:



VILLAGE CLERK


RECORD ENTRY:

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



Village Clerk

ATTY. OK:



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

ORDINANCE NO. 2014-01

AN ORDINANCE BY THE VILLAGE COUNCIL AMENDING THE VILLAGE OF LAZY LAKE'S CODE OF ORDINANCES, TO REPEAL ANY AND ALL VILLAGE DOCUMENTS TO THE CONTRARY; TO ADOPT A NEW ORDINANCE, TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in **Chapter 166 – Municipalities**, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of **the Village of Lazy Lake** and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the **Village of Lazy Lake** was accepted for participation in the National Flood Insurance Program on **August 18, 1992** and the **Village Council** desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the **Village Council** has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

NOW, THEREFORE, BE IT ORDAINED by the **Village Council** of the **Village of Lazy Lake** that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This ordinance specifically repeals and replaces any and all Village of Lazy Lake ordinances, citations, resolutions and other decrees or documents in opposition of this ordinance

CHAPTER 1 ADMINISTRATION

SECTION 101 GENERAL

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

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

101.3 Intent. The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

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

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

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

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

SECTION 102 APPLICABILITY

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

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

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

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

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

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

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

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

- (1) Considered as minimum requirements;

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

SECTION 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

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

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

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

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

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

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

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

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

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

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

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

- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the Village are modified.

103.9 Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at **2250 Lazy Ln Lazy Lake, FL 33305-1034**.

SECTION 104 PERMITS

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

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

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

- (1) Railroad\$ and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

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

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

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

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

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

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

- (1) The South Florida Water Management District; section 373.036, F.S.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (5) Federal permits and approvals.

SECTION 105 SITE PLANS AND CONSTRUCTION DOCUMENTS

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

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

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

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

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

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

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

certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 105.4 of this ordinance.

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

SECTION 106 INSPECTIONS

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

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

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

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

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

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

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

SECTION 107 VARIANCES AND APPEALS

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

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

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

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

107.4 Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building, Chapter 11 Historic Buildings*, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

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

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

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;

- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

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

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

SECTION 108 VIOLATIONS

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

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

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

CHAPTER 2 DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

201.2 Terms defined in the *Florida Building Code*. Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

201.3 Terms not defined. Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

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

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

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

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

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

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]

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

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

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before **August 18, 1992** [Also defined in FBC, B, Section 1612.2.]

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

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

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

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

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

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

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

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

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]

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

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

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and

ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

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

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings.

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

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

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

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

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation

when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

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

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

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

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

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

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

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

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMS as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

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

Permanent construction does not include land preparation (such as clearing, grading, or

filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

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

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

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

CHAPTER 3 FLOOD RESISTANT DEVELOPMENT

SECTION 301 BUILDINGS AND STRUCTURES

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

SECTION 302 SUBDIVISIONS

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

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

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

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

SECTION 303 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

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

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

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

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

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

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

SECTION 304 MANUFACTURED HOMES

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

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

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

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

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

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

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

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

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

SECTION 305 RECREATIONAL VEHICLES AND PARK TRAILERS

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

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

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

SECTION 306 TANKS

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

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

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

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

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

SECTION 307 OTHER DEVELOPMENT

307.1 General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in

this ordinance or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 303.4 of this ordinance if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

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

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

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

SECTION 3. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in **the Village of Lazy Lake**. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after **effective date of this ordinance**

SECTION 4. REPEALER.

Any and all ordinances and regulations in conflict herewith are hereby repealed to the extent of any conflict. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s):

SECTION 5. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the **Village Council** that the provisions of this ordinance shall become and be made a part of the **Village of Lazy Lake's** Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 6. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 7. EFFECTIVE DATE.

This ordinance shall take effect on **upon adoption.**

PASSED on first reading **April 8, 2014**

PASSED and ADOPTED in regular session, with a quorum present and voting, by the **Village Council**, upon second and final reading this **May 13, 2014**

Village Council



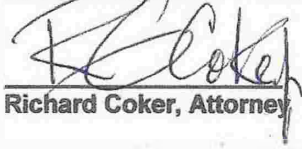
Mayor Caroline White

ATTEST:



Joe Fodera, Village Clerk

APPROVED AS TO FORM:



Richard Coker, Attorney