



Mayor Ray Nyhuis
Council Member Arnie Aliff
Council Member Jeff Grenell
Council Member William Daugherty
Council Member Patrick Kaufman
Council Member Dana Merrill

COUNCIL MEETING
SUNSERVE BUILDING CONFERENCE ROOM
2312 Wilton Manors Dr., Wilton Manors, FL.
Thursday, May 21, 2026, 6:30 PM

TO PARTICIPATE VIA TELEPHONE:
Dial-in: 1-443-489-6180
Pin: 730 449 611#

**The Mayor will recognize people who wish to speak during
the open public comment portion of the meeting.**

AGENDA

1. ROLL CALL

2. CONSENT AGENDA ITEMS

- a. **Revised** - February 5, 2026, Village Council Meeting Minutes
- b. March 12, 2026, Village Council Meeting Minutes
- c. Ratification of payments made for the following invoices:
 - Invoices paid electronically from March 12, 2026 – Present Day

3. DISCUSSION ITEMS

- a. Suggestion letter to the State regarding the elimination of Property Taxes – (Councilmember Merrell)
- b. Comprehensive Plan – (Councilmember Merrell)
- c. Deferment of Surtax monies from FY26 – (Councilmember Aliff)
- d. List of upcoming ethics classes and reminder to file Form 1 – Statement of Financial Interest by July 1, 2026.
 - Florida League of Cities Quarterly Ethics Webinar – June 16, 2026, 2:00 pm – 3:00 pm
 - Florida League of Cities State Mandated Continuing Education Ethics Webinar – July 15, 2026, 10:00 am – 3:30 pm (Interactive)
 - Florida Institute of Government Online Training - <https://iog.fsu.edu/online-training> or email at elarning@iog.fsu.edu - \$79.00
 - The Florida Ethics Institute provided training – Individually or packages – Info@floridatrainingethics.org

4. FOLLOW-UP ITEMS

- a. Ordinance on trees/maintenance for the entirety of Lazy Lake – (Mayor Nyhuis/Councilmember Merrell)



Mayor Ray Nyhuis
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Council Member Dana Merrill

- b. Code Compliance on 40 NE 24 Street (final recommendation/assessment)
- c. Update on the grant/proposal for road pavement and new lights for Lazy Lake
- d. Update on acquiring an accountant

5. RESOLUTIONS

a. **Resolution 26-01**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE VILLAGE ASSISTANT TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL TO THE APPROPRIATE OFFICIALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

b. **Resolution 26-02**

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, ESTABLISHING A POLICY FOR ETHICS TRAINING AND FILLING OUT STATE AND COUNTY FORMS FOR ELECTED OFFICIALS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

6. ORDINANCE

a. **Ordinance 26-01**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, REQUIRING PROPERTY OWNERS TO REMOVE TREES, LIMBS, AND RELATED DEBRIS THAT FALL INTO VILLAGE LAKES FROM PRIVATE PROPERTY; PROVIDING FINDINGS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7. PUBLIC COMMENTS

8. ATTORNEY COMMENTS

9. COUNCIL COMMENTS

10. COUNCIL MEETING SCHEDULING

11. ADJOURNMENT

**VILLAGE OF LAZY LAKE
MEETING MINUTES
2312 WILTON MANORS, FL. 33305
Thursday, February 5, 2026
6:30 PM**

Council Present

Mayor Ray Nyhuis
Councilmember Arnold Aliff
Councilmember Jeff Grenell
Councilmember William Daugherty
Councilmember Dana Merrill

Absent

Councilmember Warren Nadeau

In Attendance

Tedra Allen, Village Clerk
Christian Waterval, Village Planner
Pamala Ryan, Village Attorney
Patrick Kaufman

ROLL CALL

The meeting was called to order at 6:30 p.m. quorum was determined.

1. CONSENT AGENDA ITEMS

a. November 6, 2025, Village Council Meeting Minutes – **deferred to March 12, 2026 Council meeting**

b. Ratification of payments made for the following invoices:

- Invoices paid electronically from November 6, 2025 – Present Day

Council discussed ratification of payments made for invoices included in the meeting packet. Clarification was made for:

- **The invoices represent checks that were issued and mailed.**
- **Detailed financial documentation had previously been emailed to Council members but is not included in the general meeting packet.**

Council Member Aliff made a motion to approve the consent agenda (invoices), seconded by Council Member Daugherty. The motion passed 4-0

Council discussed the status of development review work associated with the Village Planner Christian Waterval.

Key Points included:

- **Major expenses associated with a recent development review on 24th Street have largely concluded.**
- **If another developer submits an application, additional consultant review may be required**
- **The developer has been provided with the land development application package, but has not yet submitted the completed materials**

The Village Attorney explained that once an application is submitted, the consultant will review the site plan and related documents to ensure compliance with the Village and Broward County codes.

Village Planner Fee Structure

The Village Attorney clarified how the Planner review costs are handled:

- **Developers must pay a \$1,300 consultant fee in addition to the application fee**
- **The developers pay the Village as part of the application process**
- **The Village then pays the Planner for the review work**

This structure helps ensure the Village is not responsible for most of the Planner's costs associated with the development application. Council noted that any future consultant expenses would generally be tied to new development applications or projects.

4. DISCUSSION ITEM

- a. **Announcing the March 10th Special Election**

The Council was informed of the following:

- **No opposing candidates had filed for the available council positions**
- **As a result, a Special Election would no longer be necessary**

The Supervisor of Elections will not be notified that the following qualified candidates will assume the Council seats without the need for an election:

- **Ray Nyhuis – Mayor**
- **Jeff Grenell – Council Member**
- **Arnold Aliff – Council Member**
- **William Daugherty – Council Member**
- **Dana Merrill Jr. – Council Member**
- **Patrick Kaufman – Council Member**

- b. **Presentation from Byers Engineering, a MasTec Company, on behalf of T-Mobile regarding the installation of fiber within the public right-of-way.**

Representatives from Byers Engineering, on behalf of T-Mobile, presented a proposal to install fiber infrastructure within the public right-of-way.

Proposal Overview:

- **Installation of a fiber distribution cabinet within the public right-of-way.**
- **The cabinet would serve as a central distribution hub for fiber internet service.**
- **Construction would include:**
 - **Fiber conduits installed underground using directional boring**
 - **A cabinet mounted on a concrete pad**
 - **A handhole vault for fiber connections**
 - **Electrical connection for the equipment**

Location:

The proposed cabinet location would be along NE 24th Street, near Andrews Avenue, within the right-of-way.

The Council raised several concerns, including

- **Lack of advanced documentation and drawings in the meeting packet**
- **Safety concerns related to pedestrian traffic along 24th Street**
- **Potential visual impacts and aesthetics of the cabinet**
- **Whether residents would benefit from the fiber installation**
- **Potential impacts on adjacent property owners**

The T-Mobile representative explained:

- **The cabinet would support high-speed fiber internet distribution**
- **It would not emit radiation, noise, or signals**
- **The equipment footprint would be limited to a small area**

Due to the lack of detailed documentation and visual plans, the Council requested additional information.

Councilmember Grenell made a motion to defer the item until the applicant provides:

- **Engineering drawings**
- **Elevation renderings**
- **Visual representation of the cabinet installation**

Seconded by Councilmember Alff, motion passed 4-0

c. FPL Rate Increase

The Council discussed notification received regarding the approved Florida Power & Light (FPL) rate increase.

- **The Village will receive slightly increased franchise fee revenue as a result of the rate adjustment**
- **Residents will also see a modest increase in their electricity rates**

d. Ft. Lauderdale Fire/EMS services invoices

The Council discussed outstanding invoices from the City of Fort Lauderdale for Fire and EMS services.

Issues identified:

- **Several invoices dated back to 2022 appear unpaid**
- **Some invoices may have been mailed to incorrect addresses**
- **The Village believes some payments may have already been made**

Actions to be taken:

- **Mayor Nyhuis will obtain bank statements to verify payments**
- **Contact Fort Lauderdale to reconcile the outstanding balance**
- **Village will avoid paying duplicate invoices**

e. **Broward County Training and Ethics Certification**

The Council discussed mandatory ethics training requirements for elected officials.

Key Points:

- **Officials must complete required training annually**
- **The Broward County Office of the Inspector General is actively monitoring compliance**
- **Training must include interactive ethics instruction**

During the discussion, Councilmember Grenell addressed the Council regarding ethics compliance, stating that he had not completed his required ethics training for a period of two years due to various reasons. He acknowledged that those reasons did not excuse the failure to comply with the requirements.

Councilmember Grenell encouraged all Councilmembers to complete their ethics training in a timely manner and emphasized the importance of maintaining compliance with state and county requirements. He further advised that, based on his experience with recent state and county ethics violation matters, he intends to complete additional ethics training going forward.

Administration will:

- **Continue sending reminders regarding training opportunities**
- **Add ethics training reminders to Council agendas before due dates**
- **Maintain certification records on the Village websites**

Newly elected officials must complete the required training within the designated timeframe after taking office.

f. **Scanning Update**

Council received an update regarding the digitization of Village records

- **Administration is evaluating cloud-based document storage solutions**

- **A potential solution using Google Government cloud services is being considered**
- **Estimated cost: approximately \$350 per month**

The system would allow:

- **Document storage**
- **Keyword searching**
- **Records Indexing**
- **Public records retrieval**

Further details will be presented once the evaluation is complete.

g. **Update on Accounting Firms**

Councilmember Merrill provided an update regarding efforts to identify a new accounting firm for the Village.

Councilmember reported that:

- **Four accounting professionals were contacted, including a previously proposed firm.**
- **Three firms responded and provided similar proposals**
- **Each firm estimated between \$250 and \$300 per month, approximately \$100 more than the previous accounting firm.**

All three firms identified concerns that prevented them from accepting the engagement at this time.

Issues identified by Accounting Firms

The firms noted the following requirements:

1. **Limited Access to Financial Accounts**
 - **Firms required restricted access to accounting systems**
 - **Access would be limited to the accounting firm, the Village Attorney, and Village Clerk**
 - **The firms would not accept engagements where multiple individuals had financial system access**
2. **Unresolved Historical Accounting Issues**

Tedra Allen, MMC Date
Village Clerk

Ray Nyhuis Date
Mayor

VILLAGE OF LAZY LAKE COUNCIL MEETING
Sunsolve Building Conference Room
2312 Wilton Manors Dr., Wilton Manors, Fl.
March 12, 2026

VILLAGE COUNCIL MEETING MINUTES

1. Call to Order

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

2. Roll Call

Roll call was taken. The following were recorded as present:

- Mayor Nyhuis
- Councilmember Aliff
- Councilmember Grennell
- Councilmember Daugherty
- Councilmember Kaufman
- Councilmember Merrill

A quorum was declared present.

Also present: Village Clerk Tedra Allen and Village Attorney Pamela Ryan. Additional staff/consultants may have been present as reflected in the official record.

3. Consent Agenda

The Council considered the consent agenda, including the November 20, 2025, Village Council meeting minutes and invoices/financial items. The Clerk noted that financials from the prior meeting through the current meeting would be forwarded by email.

Item	Action/Motion	Moved/Seconded	Result
Consent Agenda	Motion to approve the consent agenda, including the November 20, 2025 meeting minutes and invoices/financial items.	Motion made; seconded.	Passed unanimously.

4. Discussion Items

A. Road Surtax Funding / Resurfacing Asphalt and Lighting Project

Council discussed the transportation surtax funding application and potential use of funds for Lazy Lane resurfacing and possible lighting improvements. Discussion included the application process, eligible transportation-related projects, need for quotes, potential project costs exceeding available surtax funding,

permitting/code compliance, and the need to determine whether the application or cost estimates should occur first.

The Village Attorney explained that the funds derive from Broward County transportation surtax proceeds and that the Village would need to proceed through the required application/project process before reimbursement or funding could be finalized.

Item	Action/Motion	Moved/Seconded	Result
Road Surtax Funding	Motion to authorize Councilmember Arnie Aliff to handle the road surtax funding resurfacing, asphalt, and lighting project.	Moved by Councilmember Aliff; seconded by Councilmember Grennell.	Passed with one opposition. Councilmember Grennell stated he wished to abstain from any involvement in the project.

B. Required Ethics Training and Reporting Compliance

The Village Attorney discussed strategies to ensure Councilmembers complete required ethics training and reporting obligations, including Form 1 financial disclosure requirements. The discussion followed communication with the Office of Inspector General regarding the Village demonstrating a good-faith, ongoing compliance process.

- The Village will work toward preparing an annual calendar or one-page reporting/training deadline document for posting on the Village website.
- The Clerk will confirm website functionality for posting a calendar or PDF of reporting dates.
- Councilmembers were reminded to forward certificates or confirmation emails for completed training to the Clerk for posting and recordkeeping.
- The Village Attorney will prepare a draft resolution outlining compliance procedures and may provide ethics training as a fallback option if necessary and approved by Council.
- Council discussed that individual Councilmembers remain responsible for completing required training and disclosures.

C. Oath of Office

The Clerk administered the oath of office to Councilmember Patrick Kaufmann. After clarification that the new election cycle required oaths for all members, the Clerk administered the oath of office to the remaining Councilmembers and the Mayor.

Item	Action/Motion	Moved/Seconded	Result
Amend Agenda - Oath of Office	Motion to amend the agenda to include the swearing in/oath of office for all newly elected or re-elected Councilmembers and the Mayor.	Motion made; seconded.	Passed unanimously.

D. Rachel Richardson Park

Mayor Nyhuis raised the possibility of the Village inquiring with the City of Wilton Manors regarding an acquisition or donation of Rachel Richardson Park, including the potential future use of the property as a Village office or public leisure area.

Item	Action/Motion	Moved/Seconded	Result
Rachel Richardson Park	Proposed motion to authorize the Mayor or Village Attorney to inquire with the City of Wilton Manors regarding the acquisition of Rachel Richardson Park.	No second.	Motion died for lack of a second.

E. Council Meeting Attendance

Council discussed attendance requirements, remote attendance, quorum, and circumstances under which an absence may or may not be excused. The Village Attorney explained that remote attendance generally requires extraordinary or exigent circumstances and that Florida law and Attorney General opinions generally favor in-person attendance by elected officials at public meetings.

- The Clerk noted that attendance provisions appear in the Charter and that she would review the Charter and available records for the specific Village requirements.
- The Village Attorney noted that any removal or vacancy issue may depend on the Charter, ordinances, meeting type, and factual circumstances.
- The Clerk advised that historical ordinances and records are being scanned and indexed.

5. Old Business

A. Trees and Debris Obstructing the Lake

Council discussed trees, limbs, and debris obstructing the lake, including whether property owners are responsible for trees or limbs falling into the lake, and what enforcement mechanism may be needed. Discussion included lake access, property boundaries, surveys, whether the Village may remove material from the lake, and whether a property owner should be notified and held responsible for removal.

Item	Action/Motion	Moved/Seconded	Result
Tree/Lake Obstruction Regulations	Motion directing the preparation of tree regulations, including an enforcement mechanism, addressing trees or limbs that fall into or obstruct the lake and require removal.	Motion made; seconded.	Passed unanimously by voice vote.

B. Banner Advertising / Village Revenue

Council discussed a potential banner advertising program on Village fencing as a possible revenue source. Discussion included potential loss of revenue from changes to homestead/property tax policy, potential banner rates, eligible advertisers, content restrictions, banner size, liability, maintenance, indemnification, and whether the Village or advertisers should install and maintain the banners.

- Council consensus was that any proposal should be brought back with more specific information, including potential advertisers, banner sizes, pricing, revenue projections, and sample agreement terms.
- The Village Attorney noted that agreements should address indemnification, termination, content approval, and advertiser responsibility for installation and maintenance.

- No formal vote was taken. The Mayor was directed to bring back proposals for further Council consideration.

6. Public Comments

No public comments were received.

7. Attorney Comments

No additional attorney comments were provided beyond the items discussed during the meeting.

8. Council Comments and Administrative Matters

A. Agenda Distribution and Website Posting

Council discussed agenda distribution to residents and Councilmembers. The Clerk stated that agendas are distributed to the email list provided to her and posted on the Village website. Council discussed adding website language inviting residents to submit their email addresses to be added to the distribution list.

- Councilmembers requested earlier distribution when possible to allow sufficient review time.
- The Clerk stated that agenda items requiring research or backup should be submitted early enough to allow preparation.

B. Development / Application Timing

Council discussed the possibility of a future development application and the process for staff review, completeness determinations, public notice, and scheduling. The Village Attorney explained generally that applicants cannot require immediate placement on an agenda and that staff must review submissions for completeness before Council consideration. The Attorney cautioned that any future land-use or development decision must be based on objective standards, applicable Village requirements, and competent grounds rather than personal preference.

C. Lake / Wildlife Concern

Council was advised that concerns had been raised about dead animals appearing near the lake. It was stated that Florida Fish and Wildlife or appropriate environmental personnel had been contacted and that a biologist was expected to inspect/test the water and evaluate possible causes.

D. Next Meeting

The next regular Council meeting was scheduled for May 21, 2026. Agenda items are due to the Clerk by May 8, 2026, to allow preparation and review.

9. Adjournment

There being no further business, the meeting was adjourned. The transcript did not clearly state the adjournment time.

Action Items / Follow-Up

Responsible Party	Follow-Up Item
Village Clerk	Forward financials from the prior meeting through the current meeting by email.
Councilmember Aliff	Continue handling the road surtax resurfacing, asphalt, and lighting project, including coordination on the application and quotes.
Village Attorney	Prepare draft resolution outlining ethics training/reporting compliance strategies for Council review and possible submission to the OIG.
Village Clerk	Review website options for posting a reporting/training calendar or PDF.
Village Clerk	Review Charter/records for attendance provisions and continue scanning/indexing historical ordinances and records.
Village Attorney	Prepare draft tree/lake obstruction ordinance or regulations with an enforcement mechanism.
Mayor Nyhuis	Bring back banner advertising proposals, potential pricing, eligible advertisers, sizes, and sample agreement terms.
Village Clerk	Add language to the website or notices regarding how residents may request to be added to the agenda email distribution list.



Date range

Feb 05, 2026 - May 21, 2026

Transaction details

18 transactions

Date	Status	From	To	Amount
05/18/2026	Processing	Checking 4602	Christian Waterval	\$1040.00
Frequency	Confirmation	Check number	Memo	
One-time	YLV93-XJC78	975676	Inv. 004	
Date	Status	From	To	Amount
05/18/2026	Processing	Checking 4602	Sun Sentinel (...5892)	\$213.97
Frequency	Confirmation	Check number	Memo	
One-time	YLV9P-XNBCN	975677	SSC1452300 SSC1453514 SFA16207	
Date	Status	From	To	Amount
05/01/2026	Completed	Checking 4602	Wilton Executive Suites, LLC (...hter)	\$347.19
Frequency	Confirmation	Check number		
\$347.19 on the 1st of every month	YGBW0-H6BJZ	975671		
Date	Status	From	To	Amount
04/30/2026	Completed	Checking 4602	Tedra Allen	\$873.40
Frequency	Confirmation	Check number	Memo	
\$873.40 on the 30th of every month	YG4K5-3RRH3	975669	Monthly Charge	
Date	Status	From	To	Amount
04/30/2026	Completed	Checking 4602	Coastal Waste & Recycling, Inc. (...5840)	\$450.00
Frequency	Confirmation	Check number		
\$450.00 on the 30th of every month	YG4K5-3RYNH	975670		

Date	Status	From	To	Amount
04/30/2026	Completed	Checking 4602	Solitude Lake Management (...Lake)	\$395.90
Frequency	Confirmation	Check number	Memo	
One-time	YK40S-WZP63	975672	PSI222059 PSI248436	
Date	Status	From	To	Amount
04/01/2026	Completed	Checking 4602	Wilton Executive Suites, LLC (...hter)	\$347.19
Frequency	Confirmation	Check number		
\$347.19 on the 1st of every month	YBX60-S05PL	975664		
Date	Status	From	To	Amount
03/30/2026	Completed	Checking 4602	Tedra Allen	\$873.40
Frequency	Confirmation	Check number	Memo	
\$873.40 on the 30th of every month	YBX60-RZWT6	975663	Monthly Charge	
Date	Status	From	To	Amount
03/30/2026	Completed	Checking 4602	Coastal Waste & Recycling, Inc. (... 5840)	\$450.00
Frequency	Confirmation	Check number		
\$450.00 on the 30th of every month	YBX60-S06LC	975665		
Date	Status	From	To	Amount
03/26/2026	Completed	Checking 4602	Ottinot Law P.A	\$2024.00
Frequency	Confirmation	Check number	Memo	
One-time	YFLCQ-BQ4Z1	975668	Inv. 1047	
Date	Status	From	To	Amount
03/16/2026	Completed	Checking 4602	Solid Waste Authority (...Lake)	\$37.25
Frequency	Confirmation	Check number	Memo	
One-time	YDKMT-K57XX	975667	Inv 1086	
Date	Status	From	To	Amount
03/12/2026	Completed	Checking 4602	Solitude Lake Management (...Lake)	\$197.95
Frequency	Confirmation	Check number	Memo	
One-time	YD5JY-M29CQ	975666	PSI241368	

Date	Status	From	To	Amount
02/27/2026	Completed	Checking 4602	Tedra Allen	\$873.40
Frequency	Confirmation	Check number	Memo	
\$873.40 on the 30th of every month	Y8267-7ZLJ1	975657	Monthly Charge	
Date	Status	From	To	Amount
02/27/2026	Completed	Checking 4602	Wilton Executive Suites, LLC (...hter)	\$347.19
Frequency	Confirmation	Check number		
\$347.19 on the 1st of every month	Y8267-7ZVFZ	975658		
Date	Status	From	To	Amount
02/27/2026	Completed	Checking 4602	Coastal Waste & Recycling, Inc. (...5840)	\$450.00
Frequency	Confirmation	Check number		
\$450.00 on the 30th of every month	Y8267-7ZYQT	975659		
Date	Status	From	To	Amount
02/24/2026	Completed	Checking 4602	Ottinot Law P.A	\$2300.00
Frequency	Confirmation	Check number	Memo	
One-time	YB7CR-WR9LY	975662	Inv. 1039	
Date	Status	From	To	Amount
02/17/2026	Completed	Checking 4602	Solitude Lake Management (...Lake)	\$197.95
Frequency	Confirmation	Check number	Memo	
One-time	Y9F34-9QGP4	975661	Inv. PSI234724	
Date	Status	From	To	Amount
02/09/2026	Completed	Checking 4602	Broward County Commissioners (...Lake)	\$162.00
Frequency	Confirmation	Check number	Memo	
One-time	Y8MV2-34NKB	975660	Inv. 35383	



INVOICE

Page: 1

Please Remit Payment to:

Solitude Lake Management, LLC
 *****ADDRESS CHANGED*****
 PO BOX 85529
 CHICAGO, IL 60689-5529
 Phone #: (888) 480-5253
 Fax #: (888) 358-0088

Invoice Number: PSI260835
 Invoice Date: 5/1/2026

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

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

Ship Via
 Ship Date 5/1/2026
 Due Date 5/31/2026
 Terms Net 30

Customer ID L2091
 P.O. Number
 P.O. Date 5/1/2026
 Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance May Billing 5/1/2026 - 5/31/2026 Village of Lazy Lake LAKE ALL Village of Lazy Lake AERATOR ALL		1	1	197.95	197.95

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

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



PO Box 8023
Willoughby, OH 44096-8023

ADVERTISING INVOICE & STATEMENT

RETURN SERVICE REQUESTED

Village of Lazy Lakes
2250 Lazy Lane
Fort Lauderdale, FL 33305

BILLING DATE	TOTAL AMOUNT DUE	ACCOUNT NUMBER
4/30/2026	213.97	107173

TERMS OF PAYMENT	STATEMENT NO.
Payment is due Net 30 from end of the Invoice Date month	73193

Prefer to pay online or by phone? We offer convenient options to fit your needs. See below for details.

Send Payment To:

Sun Sentinel
PO Box 8023
Willoughby, OH 44096-8023
UNITED STATES



FED. ID 36-3779720



Statement of Account

Send Payment To:

Sun Sentinel
PO Box 8023
Willoughby, OH 44096-8023
United States

PLEASE DETACH AND RETURN THE UPPER PORTION WITH YOUR PAYMENT
Contact us about online payment options ssccollections-fl@medianewsgroup.com. 844-348-2441.

BILLING DATE	TOTAL AMOUNT DUE	TERMS OF PAYMENT	STATEMENT NO.
4/30/2026	213.97	Payment is due Net 30 from end of the Invoice Date month	73193

ACCOUNT ID	ACCOUNT NAME
107173	Village of Lazy Lakes

CREDIT REPRESENTATIVE
<p>Customer Support: 844-348-2441 ssccollections-fl@medianewsgroup.com</p>

AGING SUMMARY

0 - 30	31 - 60	61 - 90	91 - 120	121+	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
0.00	0.00	73.09	0.00	140.88	0.00	213.97

OPEN & RECENTLY PAID INVOICES

Balance Forward Amount: \$ 213.97

Christian Waterval
 Planning Consultant
 2203 Wiley Court
 Hollywood, FL 33020
 Phone: 954-471-6112

INVOICE
 Invoice: 004
 Date: 5/1/2026

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

For:
 Planning Services

DESCRIPTION	HOURS	RATE	AMOUNT
Consultation services for February 5, 2026 - April 30, 2026			
Attended Village Council Meeting on 2/5/2026	2.00	\$65	\$130.00
Conduct 2 Inspections at 20 NE 24 Street	2.00	\$65	\$130.00
Conduct Research from Broward County Code and Lazy Lake Land Development Regulations; interacted with Village Attorney - Fence & Wall	3.00	\$65	\$195.00
Conduct Research from Broward DPEP for Annual Pre-Authorization Requirements for Debris Management Sites; interacted with Village Attorney	3.50	\$65	\$227.50
Conduct Research on Communications Service Cabinet & Small Wireless Cell Facility	3.50	\$65	\$227.50
Corresponded with Broward County Building Permitting regarding 20 NW 24 Street New SFR Buildout & Outdoor Kitchen and Covered Pergola; reviewed plans and other documents	2.00	\$65	\$130.00
TOTAL	16.00		\$1,040.00

Make all checks payable to Christian Waterval

RESOLUTION NO. 2026-__

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE VILLAGE ASSISTANT TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL TO THE APPROPRIATE OFFICIALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Lazy Lake has previously entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the “ILA”) among Broward County, Florida (the “County”) and twenty-eight municipalities in Broward County (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively with the County, the “Parties,” and each individually a “Party”) effective as of August 16, 2023 (“ILA Effective Date”), that created the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (the “Authority”);

WHEREAS, the residents, businesses and tourists in Broward County generate 5,000,000 tons of solid waste annually, or 20,000 pounds per minute, double the national average per person;

WHEREAS, commissioned studies project that the amount of future solid waste generation in Broward County will increase by almost 50 percent over the next 40 years;

WHEREAS, the single existing Class I landfill in Broward County currently available for disposal of solid waste is reaching capacity, and will stop accepting Class I waste for disposal at the end of this year;

WHEREAS, the single existing waste-to-energy plant located in Broward County is at capacity and is unable to accept any additional solid waste;

WHEREAS, the County and its municipalities face a solid waste crisis based upon projected increases in the generation of solid waste;

WHEREAS, since the 2013 dissolution of the Resource Recovery System (which had been governed by the Resource Recovery Board), the municipalities and the County have failed

to achieve the 75% statutory recycling goal, instead the County recycling rate is approximately 30%;

WHEREAS, even for those municipalities that are participating in recycling efforts, the contamination rates are far too high, resulting in less recycling and increased direct costs to the municipalities that are paid by their residents;

WHEREAS, following the dissolution of the Resource Recovery System and Resource Recovery Board, each of the 31 municipalities and the County (for the unincorporated area) were on their own to manage solid waste disposal and recycling, resulting in variability of costs and disposal services;

WHEREAS, the Solid Waste Working Group and subsequently the Authority have analyzed waste composition, waste generation, existing disposal capacity, and areas where significant improvements in solid waste management would yield economies of scale that are expected to result in lower processing and disposal costs, in order to achieve necessary goals of reduction, reuse and recycling to conserve needed disposal capacity;

WHEREAS, the Governing Board of the Authority, on April 17, 2026, adopted a Master Plan that will enable the Parties to work collaboratively, for at least the next 40 years, to implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to reduction, reuse, recycling, and disposal of solid waste generated in the County;

WHEREAS, the Master Plan outlines strategic actions across several key areas:

- Establishing a waste management system throughout the County that decreases dependency on landfill and waste-to-energy and reduces the risk of market-driven unpredictability of costs for ILA members.
- Ensuring all Parties benefit from streamlined operations, improved access to services, and meaningful participation in long-term decision-making.
- Promoting a circular economy that maximizes the diversion of solid waste from the waste stream into beneficial uses that support domestic supply chains and manufacturing while reducing the reliance on and extraction of virgin natural resources.
- Reducing waste generation through a robust education and outreach program, behavior change, and incentives for circular economy practices.
- Expanding recovery and recycling with construction and demolition (C&D) debris and mandatory commercial recycling ordinances, implementing curbside source-separated yard trash processing, and developing convenience recycling drop-off facilities to protect current and future disposal capacity and maximize value from recovered solid waste commodities for the benefit of ILA members.

- Optimizing the use of existing public and private infrastructure in the most economical and efficient manner, while identifying the potential for new facility needs for transfer, processing, and disposal over the long term so as to achieve the goals of financial transparency, predictability and savings.
- Improving governance and financial stability via flow control mechanisms, assessment models, and regional policy and service harmonization;

WHEREAS, in order for the Authority to continue in existence, the ILA requires the adoption of a “Facilities Amendment” within thirty-six months of the ILA Effective Date as part of the Formation Conditions of the Authority, all as defined in the ILA;

WHEREAS, as part of the Formation Conditions, each Municipal Party’s elected body has one hundred twenty days to adopt and deliver to the Authority a resolution approving the Facilities Amendment;

WHEREAS, if the Village fails to adopt and deliver to the Authority a resolution approving the Facilities Amendment within that one hundred twenty-day period, it will be deemed to constitute the Village’s withdrawal from the ILA;

WHEREAS, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) the County;

WHEREAS, on March 20, 2026, the Governing Board of the Authority voted to recommend the First Amendment to the ILA, which is attached hereto as **Exhibit “A”** to this Resolution (the “Facilities Amendment”); and

WHEREAS, the Village Council of the Village of Lazy Lake deems it to be in the best interest of the Village to support the Master Plan, to continue to be a Municipal Party of the Authority, and to approve the Facilities Amendment.

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

SECTION 1. The foregoing WHEREAS clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

SECTION 2. The Facilities Amendment attached hereto as **Exhibit “A”** is approved together with such non-substantive changes as may be acceptable to the Mayor and approved as to form and legality by the Village Attorney.

SECTION 3. The appropriate Village officials are authorized and directed to execute the Facilities Amendment and to send a copy of this Resolution and the executed Facilities Amendment to the Authority.

SECTION 4. The Mayor is further authorized to execute a revised version of the Facilities Amendment, if requested by the Authority, so long as the revised Facilities Amendment is substantively the same as **Exhibit “A”** and includes only non-substantive changes that are acceptable to the Mayor and approved as to form and legality by the Village Attorney, and to send such revised Facilities Amendment to the Authority.

SECTION 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. If any clause, section, or other part of this Resolution shall be considered unconstitutional, or invalid in part, such unconstitutional or invalid provision shall be considered ineffective and will in no way affect the validity of the other provisions of this Resolution.

SECTION 7. This Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED BY THE VILLAGE COUNCIL this ____ day of _____, 2026.

<u>Council Member</u>	<u>Voice Vote</u>	<u>Absent</u>
Arnie Aliff	Yea ___ Nay ___	___
Jeff Grenell	Yea ___ Nay ___	___
William Daugherty	Yea ___ Nay ___	___
Patrick Kaufman	Yea ___ Nay ___	___
Dana Merrill	Yea ___ Nay ___	___

SIGNED this _____ day of _____, 2026.

Ray Nyhuis
Mayor

ATTEST:

APPROVED AS TO FORM:

Tedra Allen
Village Administrative Assistant

Pamala H. Ryan
Village Attorney

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

This First Amendment (“Facilities Amendment”) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) is entered into by and among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA’s terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) to form an independent special district known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 (“ILA Effective Date”). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. This Facilities Amendment, as defined in Section 3.3 of the ILA, is adopted pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, the Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA.

D. As further described in Section 3.3 of the ILA, the purpose of the Facilities Amendment is to: (i) provide long-term contingency plans for waste disposal; (ii) address the use and disposition of Authority facilities and assets in the event of a Wind Down; and (iii) ensure the orderly and efficient allocation of services during that process. The Facilities Amendment reflects lessons from the prior regional solid waste system established in 1986 (the Broward Solid Waste Disposal District governed by the Resource Recovery Board), which dissolved in 2013 and gave rise to asset disputes and litigation that was eventually resolved by settlement in 2015. Through the Facilities Amendment, the Parties seek to avoid similar conflicts by clearly defining procedures for the use and disposition of Authority assets.

E. Consistent with the purposes listed above, this Facilities Amendment is designed to protect public funds and preserve investments in public infrastructure. The Facilities Amendment defines the facilities the Authority may own and operate, establishes standards for open and accountable operation of the System, and includes safeguards intended to keep the Parties’ costs fair, predictable, and aligned

with the public interest. The Facilities Amendment also establishes a transparent, orderly Wind Down procedure in which the Authority's assets and liabilities are distributed to continue benefiting the public.

F. This Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, the ILA, as amended by this Facilities Amendment, may only be modified in compliance with Article 16 of the ILA.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Facilities Amendment shall retain the meaning ascribed to such terms in the ILA.

2. Article 2, entitled "**DEFINITIONS**" of the ILA, is hereby amended to add the following new defined terms:

2.0.1 Authority Fund(s) means all monies and financial instruments held by or for the benefit of the Authority, including, without limitation, funds derived from revenues, fees, charges, debt proceeds, investment earnings, and sale proceeds. Authority Funds do not include Authority-Owned Assets.

2.0.2 Authority-Owned Asset(s) means property owned by the Authority, including, without limitation, real property or tangible property, whether used or unused, and any reserve funds dedicated to such property. This term includes Authority-Owned Facilities but does not include Authority Funds.

2.0.3 Authority-Owned Facility(ies) means any System Facility owned by the Authority and operated as part of the System in relation to the management, collection, disposal, processing, recycling, storage, or transfer of System Waste.

2.0.4 System Facility means any site, facility, or equipment, whether or not owned by the Authority, that is operated for the management, collection, disposal, processing, recycling, storage, or transfer of System Waste. This term includes, without limitation, any permanent drop-off center, recycling facility, transfer station, or solid waste disposal facility that receives System Waste. This term does not include real property not directly used for solid waste management, recycling, or resource recovery purposes

3. The Parties agree that this document constitutes the Facilities Amendment as described in Section 3.3 of the ILA and includes the required provisions as stated therein, and therefore the requirements contained Section 3.3 of the ILA are no longer operative.

4. Section 8.1.8 of the ILA is hereby amended as follows (with such deletions set as ~~striketroughs~~ and such additions set as underlines):

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least ~~two-thirds (2/3)~~ eighty percent (80%) of the total population of the Municipal Parties, and (b) County.

5. A new Article 20 entitled "**AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS**" is hereby added to read as follows:

ARTICLE 20. AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS

20.1 **Purpose.** The Parties wish to provide a framework for the responsible stewardship of public infrastructure and to prioritize publicly owned transfer stations as critical assets that support the System's flexibility, address regional needs, and reduce costs for the public. The Parties also seek to establish a structured pathway to enable the potential expansion to more state-of-the-art public facilities in the future, if required and approved by the Parties pursuant to the terms of the ILA.

20.2 **Approved types of Authority-Owned Facilities.** Notwithstanding anything to the contrary in the ILA, the Authority has the power to own or operate the following without following the procedure set forth in Section 8.1.8 of the ILA:

20.2.1 "Transfer Stations," as defined in Section 403.703, Florida Statutes (2022);

20.2.2 "Permanent Drop-Off Centers," meaning any permanent collection site or facility primarily used for the lawful acceptance of System Waste from the public, that is not a "solid waste disposal facility" as defined in Section 403.703, Florida Statutes (2022); and

20.2.3 "Recycling Facilities," meaning any site, facility, or equipment primarily used for recycling or recovering materials, including, without limitation, the collection, transportation, separation, processing, or reuse of solid waste (or materials that would otherwise become solid waste) in the form of raw materials or intermediate or final products. This term is to be construed liberally to include, without limitation, any recovered materials processing facilities, material recovery facilities, yard waste or organics processing facilities, construction and demolition debris recovery facilities, pulverizers, compactors, shredding and baling plants, composting facilities, other volume reduction plants, biochar pyrolysis plants, organic anaerobic digesters, and other thermal, mechanical, or biological conversion facilities. This term does not include any landfill,

waste-to-energy facility, or other “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022).

Any Authority ownership or operation of any other type of “solid waste management facility,” as defined in Section 403.703, Florida Statutes (2022), outside the scope of this Article 20, and not approved through an amendment adopted pursuant to Section 8.1.8 of the ILA, constitutes a material breach subject to the provisions of Articles 15 and 17 of the ILA, including injunctive relief where appropriate.

20.3 Amendment related to other types of solid waste disposal facilities; requirements. If, in the future, the Authority is granted the power to own or operate a “solid waste disposal facility” pursuant to Section 8.1.8 of the ILA, the amendment granting that power must, in addition to the requirements of that Section 8.1.8, also establish the rules, procedures, and funding mechanisms for allocating amongst County, the Municipal Parties and any other municipalities the costs of any capital expansion of a County-owned facility that may be required for County to meet its statutory obligations in the event of a Wind Down if caused by the individual or collective action of the Municipal Parties. The allocation of costs may include County paying all costs, the Municipal Parties paying all costs, or a shared arrangement.

20.4 Other publicly owned System Facilities.

20.4.1 Nothing in this Facilities Amendment prohibits any individual Party from owning or operating any “solid waste management facility,” as defined in Section 403.703, Florida Statutes (2022), any Permanent Drop-Off Center, or any Recycling Facility.

20.4.2 The Authority may contract with any Party to receive services from, or obtain access to, any System Facility owned or operated by that Party. In return, the Authority may agree to a long-term commitment of System Waste to such System Facility or to any other terms mutually agreed upon by the parties. These agreements may include arrangements under which a Party constructs or acquires a System Facility for the Authority’s benefit. However, unless the relevant contract expressly states otherwise, any System Facility owned by an individual Party will not be considered an Authority-Owned Facility and will remain the property of that Party upon Wind Down.

20.5 Public-private partnerships. The Authority may enter into public-private partnerships as permitted by applicable law. Notwithstanding the foregoing, the Authority is prohibited from entering into any public-private partnership that results in the Authority owning, in whole or in part, any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), unless the ILA is amended pursuant to Section 8.1.8 of the ILA.

20.6 Protection of Authority-Owned Facilities. Authority-Owned Facilities are held by the Authority in trust for essential governmental and public purposes and are dedicated to the provision of public solid waste and recycling services for the benefit of the Parties, their residents or businesses. Except to the extent expressly pledged pursuant to a written agreement, or as otherwise required under applicable law, Authority-Owned Facilities will not constitute general

assets of the Authority, and all Authority obligations will be non-recourse to Authority-Owned Facilities and payable solely from Authority Funds. No other creditor or claimant may levy upon, attach, execute against, foreclose upon, encumber, or otherwise interfere with any Authority-Owned Facility, and any entity that is not a Party to the ILA that contracts with or asserts a claim against the Authority is deemed, to the fullest extent permitted by Florida law, to have waived any right to receivership or injunctive relief affecting Authority-Owned Facilities. In the event of Wind Down, the Authority’s outstanding obligations will be satisfied to the fullest extent possible with Authority Funds.

6. A new Article 21 entitled “**WIND DOWN OF AUTHORITY**” is hereby added to read as follows:

ARTICLE 21. WIND DOWN OF AUTHORITY

21.1 **Purpose.** The Parties desire to ensure that the System remains intact and that investments made in public infrastructure continue to serve public needs in the event of Wind Down. The Parties hereby designate the following rules for Wind Down of the Authority, the orderly transfer of services performed by the Authority, and the transfer of assets of the Authority to a successor entity (or to County if County chooses to perform those services upon Wind Down subject to the requirements set forth below) to benefit all Parties.

21.2 **Schedule.** The general schedule of Wind Down is illustrated in Table 1 below.

Table 1	
Days after Notice of Wind Down	Required Action
Day 0	Executive Director issues Notice of Wind Down.
Day 45	Executive Director issues Comprehensive Inventory and begins settling the Authority’s debts, liabilities, and obligations using Authority Funds.
Day 99	Deadline for County and Municipal Parties to agree on whether to transfer services to County or a successor entity to the Authority.
	Schedule below applies only to the standard procedure in Section 21.6.1
Day 100	Executive Director issues first Asset Offers to Parties.
Day 150	Applicable Parties’ deadline to accept or decline first Asset Offer.
Day 150	The obligation to provide services is transferred to each Party for its geographic jurisdiction, unless County or successor entity has assumed services.
Day 151	Executive Director issues second Asset Offers to Parties.
Day 201	Applicable Parties’ deadline to accept or decline second Asset Offer.
After Day 201	Authority sells any Authority-Owned Asset(s) declined by the Parties, uses the proceeds to pay remaining debts and liabilities, and distributes any remaining funds to the Parties.

	The following applies to the standard procedure and both alternate procedures.
No later than 365 days all transfers, debts, and liabilities resolved	Certification and dissolution of the Authority.

Pursuant to this Article 21, the Authority will first pay its debts and liabilities from Authority Funds. Next, once those debts and liabilities are paid, or such funds are exhausted, the Authority will transfer title of any Authority-Owned Assets to the Parties pursuant and subject to Section 21.7 and Article 22. If an Authority-Owned Asset is not transferred to a Party, the Authority will sell that asset. The Authority will use the sale proceeds to pay any remaining debts and liabilities. Finally, the Authority will distribute any surplus sale proceeds and any remaining Authority Funds among the Parties as provided below.

The running of any Wind Down deadline will not be tolled, suspended, delayed, or extended due to the existence of any dispute, request for clarification, or pending arbitration or litigation, except as expressly provided in this Section 21.2. Notwithstanding the foregoing, if the Executive Director or the Authority fails to meet any Wind Down deadline that is applicable to the Executive Director or the Authority, then any deadline applicable to the Parties that is expressly triggered by, or cannot reasonably be performed without, timely completion of such missed obligation will be automatically tolled for a period equal to the duration of such failure (measured from the missed due date until the obligation is satisfied), and the Parties will not be deemed in default for the resulting delay. The Wind Down schedule and all deadlines in this Article 21 are intended to promote fairness, limit dispute, and ensure the orderly and continuous transfer of services and Authority-Owned Assets during Wind Down, and are not intended to be punitive. Pending resolution of any dispute, the Authority and all Parties will continue to perform in good faith and proceed with Wind Down in compliance with this Facilities Amendment, and no tolling will apply except as expressly provided above. For the avoidance of doubt, the Authority will not be considered dissolved until certification pursuant to Section 21.8 below confirms that all Authority obligations have been fully performed and satisfied.

21.3 Wind Down operations. During the Wind Down period, the Authority will continue to operate solely for the limited purposes of concluding its affairs, preserving continuity of services, and maintaining assets until such responsibilities are assumed by other entities. The Authority may not accelerate or expand any contracts or enter into new contracts for goods or services that are not required to perform the actions necessary for Wind Down. All actions related to the Wind Down of the Authority will be overseen by the Executive Director and must be completed no later than the applicable deadline specified in this Article 21, including the following:

21.3.1 Providing all Parties a final, comprehensive inventory of all Authority activities, actions, assets, debts, and liabilities;

21.3.2 Liquidating, assigning, or otherwise lawfully disposing of Authority assets, debts, and liabilities;

21.3.3 Assigning all contracts necessary to ensure continuity of services being performed by the Authority and concluding all contracts not necessary for such purpose; and

21.3.4 Transferring operational responsibility for System Waste management services, recycling programs, and other services to the applicable Party(ies).

21.4 Executive Director’s Notice of Wind Down; inventory of assets. The Executive Director will promptly begin the process of winding down the Authority’s operations, upon the occurrence of any of the following events: the Parties fail to extend the ILA pursuant to Section 4.2.1 thereof; the Authority is dissolved by court order; a petition for insolvency or assignment for the benefit of creditors is filed, or any other action that requires or results in the dissolution of the Authority; or the ILA expires or is terminated.

Upon beginning such process, the Executive Director will promptly issue a written “Notice of Wind Down” to all Parties in compliance with the Notices section of the ILA. Within forty-five (45) days after issuing the Notice of Wind Down, the Executive Director will provide all Parties a comprehensive inventory of all Authority activities, actions, assets (including, without limitation, any Authority-Owned Facilities and service contracts), physical address of such assets, reserve funds, debts, and liabilities (“Comprehensive Inventory”).

21.5 Authority debt and liability. Pursuant to Article 12 of the ILA and Section 163.01(7)(b), Florida Statutes, the Authority’s debts, liabilities, and obligations do not constitute the debts, liabilities, and obligations of the Parties. Accordingly, the Authority will use the following process to settle its own debts, liabilities, and obligations.

21.5.1 Use of Authority Funds to satisfy debt, liabilities, and obligations. Upon issuing the Comprehensive Inventory to the Parties, the Executive Director will begin overseeing the payment of the Authority’s debts, liabilities, and obligations. Subject to Section 6.9 of the ILA, all outstanding debts, liabilities, and obligations of the Authority, including, without limitation, accounts payable, contractual obligations, retirement liabilities, and any other claims, will be satisfied using all available Authority Funds before any Authority-Owned Assets are sold for that purpose. Regardless of the status of the payment of such debts, liabilities, and obligations, the Authority will begin the Authority-Owned Asset distribution process pursuant to Section 21.7 below. Only after asset distribution as described in Section 21.7 is completed may the Authority satisfy any remaining debts, liabilities, and obligations by selling Authority-Owned Assets that are not transferred to any Party and using the proceeds as described in Section 21.7.1.6 below.

21.5.2 Bond-related debts. The Authority will resolve bond-related debts in accordance with the applicable bond documents.

21.6 Transfer of services. The orderly transfer of services in the event of Wind Down is of paramount concern to the Parties. Accordingly, the Parties hereby designate three (3) options for transferring System Waste management services, recycling programs, and other services previously administered by the Authority, each with its own method for dividing obligations and

the manner by which the transfer or sale of Authority-Owned Assets occurs: (a) the standard procedure where each Party provides services or contracts with third parties for the provision of services within each Party's geographic jurisdiction; (b) if County and sufficient Municipal Parties agree, these services would be provided by County; or (c) if County and sufficient Municipal Parties agree, these services would be provided by a successor entity.

The service transitions described in this section may proceed through interim operational agreements, licensing arrangements, and assignment of contracted services, notwithstanding that title transfer of Authority-Owned Assets may occur later pursuant to Section 21.7 below.

21.6.1 Standard procedure; transfer to Parties individually. No later than one hundred fifty (150) days after the Notice of Wind Down is issued, each Party will become responsible for the management of solid waste generated within that Party's geographic jurisdiction (for County, the unincorporated areas) and for determining how recycling and other services previously administered by the Authority will be managed and provided, including by establishing, maintaining, modifying, or discontinuing any programs or contracts it deems appropriate. The Authority will cooperate with each Party, as the applicable Party may agree, to:

21.6.1.1 Assign, amend, or novate relevant service agreements;

21.6.1.2 Transfer records, equipment, and other operational resources;

21.6.1.3 Provide support to facilitate continuity of service during the transition;
and

21.6.1.4 Provide each Party with a full accounting of the Authority's customers, service zones, and applicable infrastructure within each such Party's geographic jurisdiction (for County, the unincorporated area).

Each Party will be individually responsible for ensuring uninterrupted service to its geographic jurisdiction (for County, the unincorporated area), and for securing or entering into appropriate service agreements, upon the transition of services from the Authority. All Authority-Owned Assets will be distributed pursuant to Section 21.7.1 of this Facilities Amendment.

21.6.2 Alternate procedure; transfer to County. As an alternative to the standard procedure described in Section 21.6.1 above, County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County may agree, within 99 days after issuance of the Notice of Wind Down, that County will assume operational responsibility for all of the System Waste management services, recycling programs, and other services previously administered by the Authority (the "SWA Services") as follows:

21.6.2.1 Within 60 days of after the Notice of Wind Down is issued, County may issue a non-binding letter to the Municipal Parties indicating its interest to provide the SWA Services (“Service Offer”);

21.6.2.2 If County issues a Service Offer, each Municipal Party may respond in writing to indicate its non-binding acceptance or rejection of County’s Service Offer; however, any Municipal Party that does not respond before the Board of County Commissioners votes, as referenced in subsection (c) below, will be deemed to have rejected County’s Service Offer;

21.6.2.3 The commencement date for County operational responsibility or the SWA Services will be provided for in the agreement between County and each of the applicable Municipal Parties; however, the commencement date may be extended by written notice from the Executive Director should that date interfere with other elements of Wind Down of the Authority; and

Upon receipt of County’s written notice that it will provide the services and documentation of the relevant Municipal Parties’ agreement, (a) the Authority will coordinate with County to transfer all operational functions, service contracts, Authority-Owned Assets, other equipment, customer data, and financial resources necessary to ensure an uninterrupted transition of the services to those Municipal Parties; (b) the Authority will retain interim custody and continue operations of those services until the transfer is effectuated; and (c) the Authority-Owned Assets associated with the performance of such services will be transferred to County pursuant to Section 21.7.2 below as part of the transition described above.

21.6.3 Alternate procedure; transfer to successor entity. As an alternative to the standard procedure in 21.6.1 above, if, within 99 days after the issuance of the Notice of Wind Down, both the Board of County Commissioners and municipal governing bodies representing at least fifty-one percent (51%) of the total population of the Municipal Parties and at least fifty-five percent (55%) of the total tonnage of Broward County, establish or designate a successor entity to provide the SWA Services, the Authority will cooperate with the successor entity to ensure continuity of operations, including, without limitation, the transfer of the applicable contracts, assets, and liabilities to that successor entity. The Authority will not transfer any such contracts, assets, or liabilities to a successor entity unless such transfer has received formal approval by both the Board of County Commissioners and the elected bodies of the requisite Municipal Parties. If the approvals described above are obtained, the transfer of any Authority-Owned Assets to the successor entity will proceed pursuant to Section 21.7.2 hereof.

21.7 Disposition of Authority-Owned Assets. During Wind Down, all Authority-Owned Assets (including, without limitation, any Authority-Owned Facilities and reserve funds) will be distributed as provided in this section and in a manner that ensures continued public benefit,

honors the source and purpose of such funds and assets, and recognizes operational control and jurisdictional authority over the related services.

Regardless of whether all available Authority Funds have been expended pursuant to Section 21.5.1 above, the Authority will work cooperatively with each recipient Party to undertake due diligence and execute all necessary deeds, bills of sale, assignments, and other instruments to lawfully effectuate the transfers described below, including, without limitation, provision for maintenance, insurance, and replacement planning.

21.7.1 Standard procedure; transfer to Parties individually. Notwithstanding anything to the contrary in in the ILA, if operational responsibility for the provision of System Waste management services, recycling programs, and other services previously administered by the Authority is not transferred to either County as provided in Section 21.6.2 above or a successor entity as provided in Section 21.6.3 above, this Section 21.7.1 will govern the disposition of Authority-Owned Assets and reserve funds.

21.7.1.1 *Proposed asset offers.* At any time after the issuance of the Comprehensive Inventory, any Party may submit to the Executive Director a written proposal identifying the Authority-Owned Asset(s) the Party asserts a right to acquire, together with the factual and legal basis for that assertion under this Facilities Amendment.

21.7.1.2 *Asset offer process.* On the one hundredth (100th) day after the Notice of Wind Down is issued, and not earlier, the Executive Director will send each Party a written offer listing the Authority-Owned Assets that the Party may take ownership of (“Asset Offer”) pursuant to Section 21.7.1.4, below, subject to the following procedures:

21.7.1.2.1 Each Party will review the Authority-Owned Assets and give written notice of its decision to accept or decline ownership within fifty (50) days after issuance of the Asset Offer. This deadline applies only to the election to accept or decline. It does not apply to completing the legal transfer. If a Party does not give written acceptance within fifty (50) days, the Party is deemed to have declined the transfer.

21.7.1.2.2 After that fifty (50) day period ends, the Executive Director will send County a second Asset Offer for all Authority-Owned Assets not accepted by any Municipal Party. County has fifty (50) days after receipt to accept or decline in writing.

21.7.1.3 *Asset Offer; required contents.* The Executive Director will include the following information in each Asset Offer: (a) the location of the Authority-Owned Asset; (b) the type of asset; (c) if applicable, the most recent System Facility Report (defined below); (d) if applicable, the most recent permitting, licensing, or other regulatory documents; (e) a statement of the operational and environmental

condition of the Authority-Owned Asset; (f) any known liabilities associated with the Authority-Owned Asset; (g) if applicable, a statement of the specific reserve balances associated with the Authority-Owned Asset; (h) if known, an estimate of the costs of any necessary repairs; and (i) any other documents in the Authority's possession related to the maintenance and status of the Authority-Owned Asset. If any applicable, required content of an Asset Offer is omitted, the applicable Party's deadline to provide written notice of its decision to accept or decline ownership will be tolled until the Authority provides such missing content.

21.7.1.4 *Regional Assets.* Notwithstanding anything else stated in this Facilities Amendment, each Authority-Owned Asset listed below (each a "Regional Asset") will first be offered, subject to the provisions of Article 22, to County and then, if not accepted by County, to Municipal Parties following the procedure stated in Section 21.7.1.5 for non-Regional Assets:

21.7.1.4.1 any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022) including, without limitation, any plant, material property, or equipment associated with such facility;

21.7.1.4.2 any "transfer station," as defined in Section 403.703, Florida Statutes (2022), materials recovery facility, or property that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes;

21.7.1.4.3 any Authority-Owned Facility used for the management, collection, disposal, processing, recycling, storage, or transfer of storm debris that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes; and

21.7.1.4.4 any non-monetary Authority-Owned Asset the ownership of which was transferred from County.

Any election made by County pursuant to this section will automatically be presumed valid if County provides a proposed asset offer pursuant to Section 21.7.1.1. above, subject to the dispute resolution process of section 17.1 of the ILA.

21.7.1.5 *Authority-Owned Assets other than Regional Assets.* For all non-monetary Authority-Owned Assets that are not Regional Assets (and for Regional Assets that County chooses not to exercise its first option pursuant to Section 21.7.1.2), that are, as of the date the Notice of Wind Down is issued, located within the geographic jurisdiction of a Party (for County, the unincorporated areas), such asset will be offered, subject to Article 22, to that Party. If such Authority-Owned Asset is physically located within the geographic jurisdiction of more than one Party (e.g., two (2) Municipal Parties or a Municipal Party and unincorporated Broward County), such property will be first offered, subject to Article 22, to the multiple

Parties for joint ownership by the applicable Parties; and if any such Party declines the transfer, the asset will be offered, subject to Article 22 to the other Party (or Parties) with geographical jurisdiction over the property. If all Parties to which an asset is offered decline to accept the asset, the asset will then be offered, subject to Article 22 to County and then to the other Municipal Parties.

21.7.1.6 *Tangible Personal Property of the Authority.* For such Authority-Owned Assets that constitute tangible personal property (i.e., not real property or Authority Funds), such as hauler vehicles or railcars, ownership will be allocated among the Parties in a proportionate and equitable manner based on the aggregate fair market value of such assets, taking into account both the number and condition of the assets.

21.7.1.7 Notwithstanding the foregoing, any non-monetary Authority-Owned Asset whose ownership was transferred to the Authority by a Municipal Party or County will be returned to the originating Party at no cost.

21.7.1.8 The foregoing requirements will also apply to any Authority-Owned Asset in which the Authority has an interest through a joint venture, public-private partnership, or other joint ownership model.

21.7.1.9 If any Authority-Owned Asset may not be distributed to any of the Parties in compliance with the procedures in this section due to requirements contained in applicable bond or other secured debt instruments, the Executive Director will provide the Parties with written notice as early as possible.

21.7.1.10 Any System Facility, or other element of the System, that is owned in fee simple by a Municipal Party or by County will not be considered an Authority-Owned Asset and will be retained by such Party.

21.7.1.11 *Sale of Authority-Owned Asset(s) declined by the Parties; application of sale proceeds.* After the Authority-Owned Asset distribution process is completed, any Authority-Owned Assets not transferred to a Party will be sold by the Authority on commercially reasonable terms following a commercially reasonable process. Nothing in this Facilities Amendment prohibits any Party from participating in this process the same as any non-Party, and any acquisition pursuant this process will not be subject to Article 22. The sale will be conducted through a competitive process determined by the Executive Committee, unless the Executive Committee, by a two-third (2/3) vote which must include County's representative, determines that an alternative process is appropriate, commercially reasonable, and in the public interest. The Authority will apply the net proceeds of any such sale first to satisfy any outstanding debts, liabilities, or other obligations of the Authority associated with the sold asset and any remaining unpaid debts, liabilities, and obligations of the Authority.

21.7.1.12 *Reserve funds; surplus Authority Funds and sale proceeds.* Reserve funds that are expressly designated for maintenance, repair, rehabilitation, replacement, or closure of a specific Authority-Owned Asset, and that are not expended pursuant to Section 21.5 above, will be transferred with the associated asset if, and solely to the extent that, such asset is transferred to one or more of the Parties. Such reserve funds will not transfer in connection with the sale of an Authority-Owned Asset to any third party.

Any surplus proceeds and any remaining Authority Funds not expended to satisfy the outstanding debts, liabilities, or other obligations of the Authority will be distributed among the Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the Governing Board, subject to Section 6.9 of the ILA.

21.7.2 Alternate procedure if Authority operations are transferred to County or successor entity. Notwithstanding anything to the contrary in herein, if all of the SWA Services are transferred to County or to a successor entity pursuant to Section 21.6.2 or 21.6.3 above, the applicable Authority-Owned Assets (including, without limitation, Authority-Owned Facilities) and reserve funds associated with the assumed services, assets, and facilities will be transferred to the successor entity or to County, as applicable, and will not be subject to Article 22 below.

21.8 **Other distributions and transfers; certification of dissolution.** During Wind Down, the Executive Committee will act as a transition committee to oversee the final disposition of any assets and other details of Wind Down not expressly addressed by this Facilities Amendment or the ILA (including, without limitation, Section 6.9 thereof). Final disposition of any Authority-Owned Asset or other unaddressed detail will require the affirmative vote of: (a) a majority of the Municipal Parties’ representatives on the Executive Committee; and (b) County’s representative. Resolutions of disputes will follow the procedures described in Article 17 of the ILA. Upon the satisfactory completion of all Wind Down activities in compliance with the above and all applicable law, the Executive Director, the Chair, and the Vice-Chair of the Executive Committee, and the Chair and the Vice-Chair of the Governing Board, will certify in writing that all obligations have been resolved. Upon execution of such certification, the Authority will be deemed dissolved and all legal authority and operational responsibilities of the Authority will terminate.

7. A new Article 22 entitled “**OBLIGATIONS OF THE PARTIES AFTER WIND DOWN**” is hereby added to read as follows:

ARTICLE 22. OBLIGATIONS OF THE PARTIES AFTER WIND DOWN

22.1 **Purpose.** The Parties wish to ensure that any Authority-Owned Asset distributed due to the Authority’s Wind Down continues to serve a regional benefit after Wind Down. Accordingly, the Authority will ensure that the obligations set forth in this Article 22 are incorporated into deed

restrictions recorded at the time such property is transferred, and that such deed restrictions clearly identify the Parties and any other entities that may enforce them.

22.2 Obligation to continue operations. To ensure that Authority-Owned Assets transferred to a Party continue to serve a public purpose after Wind Down, each Party that exercises its right to accept the transfer of an Authority-Owned Asset pursuant to Section 21.7.1.4 or 21.7.1.5 (“New Owner”), accepts such asset subject to the beneficial ownership and rights of the Parties set forth herein. Except as expressly provided for in this Article, the New Owner must operate each transferred asset for its then-existing purpose, or a related purpose that the Authority was authorized to perform or contract, for five years (“Transition Period”). If the transferred asset is an Authority-Owned Facility, it must be operated for its then-existing purpose or a related solid waste purpose during the Transition Period. The New Owner must operate or contract for the operation of the asset responsibly and in a commercially reasonable manner during the Transition Period. Nothing in this section prohibits the New Owner from expanding, improving, upgrading, or modernizing the asset, or from adding compatible uses, provided that such actions do not materially impair the asset’s ability to serve its existing purpose during the Transition Period. If, at any time during the Transition Period, the New Owner elects to cease operating the asset for its prior purpose or for a related solid waste purpose that the Authority was authorized to perform or contract for, and instead elects to use it for a purpose unrelated to solid waste, the Transition Period as to that asset will terminate and the New Owner must pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. The New Owner may at any time end the Transition Period as to any asset that was transferred to it and pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. All Parties agree that any such election will not be grounds for any claim of a fraudulent or improper transfer to the New Owner.

Except as expressly provided for in this Article, the New Owner will not sell, lease, or otherwise transfer the asset during the Transition Period. For avoidance of doubt, this restriction does not prohibit contracts for operation, maintenance, or management that do not convey any ownership interest. Subject to the obligations in Section 22.3. below, and notwithstanding anything to the contrary in any other provision of this Facilities Amendment, the New Owner will have final authority to establish and modify rates, fees, and charges for services provided using the asset.

22.3 Obligation to provide fair fees to contributing Parties. To ensure that the Parties and their residents and businesses receive a fair financial benefit from assets their residents or businesses helped fund, the following applies to any New Owner that acquires an Authority-Owned Asset and uses that asset to provide fee-based solid waste services:

22.3.1 If the Authority previously operated the asset in a manner that provides lower fees to the Parties as compared to other users, the acquiring Party must continue a substantially similar fee arrangement during the Transition Period to benefit the Parties.

22.3.2 If the Authority did not operate the asset to provide lower fees to the Parties as compared to other users, but the Authority-Owned Asset was purchased or constructed using funds directly contributed by the Parties or collected through special assessment or

fees paid by the Parties or their residents or businesses, users receiving services for solid waste generated within a Party's jurisdiction will receive a credit against the fees charged for use of the asset during the Transition Period. The amount of the credit will be determined by the Authority's independent auditor, on a pro rata basis based on each Party's documented capital contributions relative to the asset's total capital cost, subject to approval by the Executive Committee pursuant to Section 21.8 above. The credit may be in the form of: (a) a uniform per-ton (or per-load) fee discount; (b) an annual service credit applied to invoices; or (c) if (a) or (b) are not practical, such other benefit as approved by the Executive Committee pursuant to Section 21.8 above that is consistent with the findings of the Authority's independent auditor. The credit will be applied to the fees otherwise payable for use of the asset. Notwithstanding the foregoing, the annual aggregate credit amount may not equal or exceed the acquiring Party's annual cost to operate the asset. In addition, no credit is required if the Authority's independent auditor determines that the aggregate annual benefit to all Parties and their residents or businesses would be less than one percent (1%) of the aggregate annual fees otherwise payable for services using the asset. If the New Owner fails to comply with subsection 22.3.1 or 22.3.2 above, the New Owner will have fifteen (15) days after written notice to cure such noncompliance. Any cure will include retroactive refunds or credits, as applicable, sufficient to place affected Contributing Parties and their residents or businesses in the same financial position they would have been in had the required fees or credits been properly applied when due. If the New Owner fails to cure within the fifteen (15) day period, then the Parties may bring a dispute pursuant to Section 17.1 of the ILA.

22.4 Obligation to Pay For Or Sell Asset Upon Expiration of Transition Period. At any time during the Transition Period, but no later than the expiration or earlier termination of the Transition Period, the New Owner will: (a) within 90 days after such election or expiration or earlier termination, as applicable, pay to the other Parties the then-current fair market value of the Authority-Owned Asset, taking into account the value of any reserve funds transferred by the in connection with the Authority-Owned Asset, as determined by an MAI appraiser or another appraiser with appropriate credentials and experience; or (b) promptly use its best efforts to sell the asset through a commercially reasonable, competitive sales process consistent with the New Owner's then-existing regulations for the disposition of that Party's property and in accordance with applicable Florida law. The appraised value (if the New Owner elected to continue ownership) or net sales proceeds (if the New Owner elected to sell the property), will be paid by the New Owner to all Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the New Owner. Net sale proceeds will be the gross proceeds of the sale, less costs of sale and adjustments for any credits or prorations at the closing.

8. A new Article 23 entitled "**SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**" is hereby added to read as follows:

**ARTICLE 23. SYSTEM FACILITIES:
INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**

23.1 **Purpose.** The Parties recognize that solid waste and recycling services are essential public functions that depend on many System Facilities, each of which takes years to plan and construct and decades to fund, maintain, and operate through sustained collaboration. For that reason, the Parties hereby establish the following framework to maintain a safe, resilient, and compliant System that meets current and future needs, while reinforcing a strong, accountable, and enduring collaboration among the Parties.

23.2 **Inspection rights.** Upon any Party's written request to inspect any Authority-Owned Facility, the Authority will provide such Party, and Party's contractor(s), with access to the applicable Authority-Owned Facility within a reasonable time after receiving such request, provided that such access will not be unreasonably withheld, conditioned, or delayed. The Authority may condition such access on the requesting Party and its contractor(s) executing a reasonable release or indemnification agreement in favor of the Authority. The purpose of such inspection is to evaluate the operation and condition of the Authority-Owned Facility, including any equipment or infrastructure onsite. In addition, upon reasonable prior notice to the Authority, any Party may observe, monitor, and verify compliance with Flow Control Ordinances and other flow control obligations contained in the Master Plan or Article 11 of the ILA by tracking or following Hauler vehicles while transporting System Waste to System Facilities, provided that such observation will be conducted in a lawful manner, without interfering with Hauler operations, and in coordination with any reasonable safety or security protocols established by the Authority or the applicable System Facility operator. The Authority will cooperate in good faith with such verification efforts and will, upon request, provide available routing, delivery, or scale data reasonably necessary to confirm adherence to flow control requirements. The results of any inspection or verification constitute a public record, subject to any applicable legal exemptions or confidentiality restrictions.

23.3 **System facility report.** The Authority will ensure that the System can reliably manage all System Waste it is obligated to handle, and can maintain continuity of service, by evaluating the System Facilities' and the System's overall capacity and operational resiliency (each, a "System Facility Report"). A System Facility Report may be conducted at any time. However, the Authority must complete a System Facility Report within eighteen (18) months prior to the end of any Term of the ILA and, to the extent practicable, within eighteen (18) months prior to the initiation of Wind Down, in compliance with the following:

23.3.1 At a minimum, each System Facility Report will include:

23.3.1.1 System Facility capacity versus projected tonnage. A comparison of constructed and permitted System Facilities' capacity to projected System Waste tonnage over a reasonable planning horizon. The System Facility Report will identify any capacity shortfalls or constraints.

23.3.1.2 Authority-Owned Facility conditions. For each Authority-Owned Facility (whether or not operated by the Authority), an evaluation of its operational condition and environmental status, including, at a minimum, structural conditions; mechanical, electrical, and operational systems conditions; preventive and corrective maintenance status; remaining useful life of major systems and of each facility as a whole; and identification of any deferred maintenance or capital-repair needs. The System Facility Report will also include an analysis of the Authority's operation of each Authority-Owned Facility, identifying any level of throughput, collection, disposal, processing, recycling, storage, or transfer, as applicable, that is below commercially reasonable levels when compared to such facility's design capacity, the capacity authorized by applicable permits and licenses, or applicable industry standards.

23.3.1.3 Contracted facility capacity. Confirmation of the quantity, term, and enforceability of all firm contracted capacity available through the System. The System Facility Report will include a determination of whether such contracted System Facility capacity satisfies projected System Waste needs.

23.3.1.4 Contingency services. An assessment of contingency System Waste management services available to the Parties. The System Facility Report will include alternative facilities, redundancy, emergency arrangements, and surge capability for disaster debris or other extraordinary events.

23.3.2 Any System Facility Report used for Wind Down must contain information that is no more than eighteen (18) months old at the time Wind Down begins. In addition, no later than thirty-six (36) months before the end of any Term of the ILA, the Authority shall begin the process of preparing the System Facility Report, including deciding whether it will be prepared by Authority staff or a consultant and initiating any required procurement process.

23.3.3 The Authority must ensure that the System Facility Report final document includes concise findings and recommendations that are easily understood by a lay audience.

23.3.4 Within ten (10) days after completion, the Authority will provide each completed System Facility Report to all Parties and publish it on the Authority's public website.

The results of each System Facility Report will be used to supplement any Asset Offer issued during Wind Down and may be used to inform, support, or evaluate any proposed amendment to the Master Plan (including any amendment relating to System Facilities, contracted services, flow control, or rate and fee structures).

23.4 County's right to technical review of matters relating to its statutory obligation to provide access to solid waste disposal capacity. To ensure County's ability to meet its statutory obligation to provide access to solid waste disposal capacity throughout the incorporated and unincorporated areas of Broward County is not being impeded, County may, in County's sole

discretion and at County's expense, retain an expert to conduct audits, inspections, interviews, or evaluations related to System performance, capacity, compliance, planning, and future needs (each, a "County Technical Review"), as set forth below.

23.4.1 Scope of review. A County Technical Review may only address: (a) Authority operations at any Authority-Owned Facility; (b) the sufficiency of Authority plans, forecasts, and assumptions to meet projected solid waste management needs over a reasonable planning horizon; (c) vendor performance, the Authority's contract administration, and cost controls affecting the System; and/or (d) matters that have, or may in the future have, a material impact on County's statutory obligation to provide access to solid waste disposal capacity.

23.4.2 Authority cooperation. The Authority will cooperate fully with any County Technical Review. The Authority will provide County and County's expert reasonable access, during normal business hours and upon reasonable notice, to all relevant records, data, contracts, reports, and other documents. The Authority will also provide reasonable access to Authority-Owned Facilities and other locations under the Authority's control used for System purposes. The Authority will make Authority personnel available for interviews and reasonable information requests.

23.4.3 Recommendations; Governing Board presentation. County may present the results of a County Technical Review and any recommended corrective actions or other measures ("County Recommendations") to the Governing Board. If County elects to present County Recommendations, the Governing Board will hear the presentation within sixty (60) days after County's request to present, subject to the following procedures:

23.4.3.1 The Governing Board will vote to approve, approve with modifications, or reject County Recommendations no later than thirty (30) days after the presentation.

23.4.3.2 If the Governing Board approves County Recommendations, or approves them with modifications, the Authority will implement them within the time stated.

23.4.3.3 If the Governing Board does not approve any County Recommendation that relates to County's ability to meet its statutory obligations contained in Section 403.706(1),F.S. (or does not hear such County Recommendations or vote within the time required above), County may invoke the informal dispute resolution process under Section 17.1 of the ILA and, if not resolved, through that procedure, County may submit the dispute to binding arbitration.

23.4.4 Arbitration; standard of review. The standard of review in arbitration is whether, based on the totality of circumstances, the Authority has reasonably fulfilled its obligations for the services it has undertaken or agreed to provide by satisfying the following criteria

in a manner that does not materially impair County's ability to meet any of its statutory solid waste management obligations:

23.4.4.1 All standards and required levels of service stated in the Master Plan, as may be amended in accordance with the terms of the ILA; and

23.4.4.2 For any service the Authority has agreed or is obligated to perform, a level of service sufficient to:

23.4.4.2.1 Meet the Parties' current and reasonably projected needs for System Waste management in full compliance with all applicable laws, permits, industry standards; and

23.4.4.2.2 Ensure the continuous management of all System Waste and any other solid waste lawfully accepted into the System, including its transfer, processing, recycling, and disposal, and to secure prompt substitute services in the event of an emergency, disaster, or facility shutdown consistent with reasonable contingency planning practices.

23.4.4.2.3 Temporary interruptions resulting from prudent repair and maintenance activities, or as a result of force majeure (i.e., an event beyond the Authority's reasonable control) will not be deemed a failure to meet this standard. Notwithstanding the foregoing, a material interruption caused by inadequate planning, staffing, resourcing, contracting, preventive maintenance, other operational oversight, willful or negligent action or omission, or lack of reasonable diligence will constitute a failure to meet the standard.

23.4.4.3 Each of the foregoing requirements constitutes an enforceable contractual obligation of the Authority. The arbitrator(s) will have full authority to order and direct the Authority to perform such obligations and to award any relief authorized by law or equity in connection with the dispute, including, without limitation, relief available under Articles 15 and 17, including Section 17.5, of the ILA; provided, however, that the arbitrator(s) may not impose on the Authority any new obligations not otherwise imposed by applicable law, require the Authority to undertake the performance of any services not part of the Master Plan (as may have been amended pursuant to the provisions of the ILA), or to require the planning, financing, or construction of new Authority-Owned Facilities.

23.4.5 Selection of arbitrators. County and the Authority will mutually agree on an arbitrator. If County and the Authority are unable to agree to a single arbitrator, County and Authority will each select an arbitrator, and the two arbitrators will select a third arbitrator. Costs of arbitration will be shared on an equal basis between County and the Authority.

23.4.6 Reservation of rights. County's exercise of its rights under this Section 23.4, or County's decision not to exercise such rights in any instance, will not be deemed a waiver of any right or remedy of County under the ILA or applicable law. No waiver will be deemed effective unless in writing and signed by County.

9. A new Article 24 entitled "**MAXIMUM SERVICE CHARGES**" is added to the ILA to read as follows:

ARTICLE 24. MAXIMUM SERVICE CHARGES

24.1 Purpose. The Parties agree that cost control and transparency are essential to the long-term success of the System, and that no Party should face material rate increases without clear notice and broad consensus. Accordingly, the Parties hereby establish the following procedures to protect affordability, prevent sudden cost increases, and provide the Parties additional resources to manage System-related costs.

24.2 Limitation on service charges; Master Plan amendments impacting costs.

24.2.1 Maximum service charges. In no event will the amounts paid by any Party, or by any Party's residents or businesses, for initial services identified in the Master Plan that are provided by, or through, the Authority exceed the maximum amounts set forth in the Master Plan (the "Maximum Service Charges"). The Maximum Service Charges for those services may be increased only in accordance with the index or other adjustment mechanism stated in the Master Plan or established by the Governing Board upon adoption of the Master Plan, which index or adjustment mechanism must merely address customary annual cost adjustments for provided services as well as adjustments occasioned by emergencies or circumstances outside the control of the Authority (the "Adjustment Index").

24.2.2 Master Plan amendments increasing costs. Any amendment to the Master Plan or adoption of a replacement Master Plan is a "Cost Increase Amendment" if it would: (a) increase costs to the Parties or their residents or businesses above the Maximum Service Charges for the initial services, as modified by the Adjustment Index; (b) change, replace, or modify the Adjustment Index; or (c) provide for new service or technology that would increase the cost paid by any Party or that Party's residents or businesses above the Maximum Service Charges (as modified by the Adjustment Index).

24.2.3 Cost Increase Amendment procedures. A Cost Increase Amendment is effective only if approved in compliance with the following process. First, the Executive Committee must recommend approval of the Cost Increase Amendment by majority vote, including the affirmative vote of County's representative. Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by: (a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and (b) County's representative to the Governing Board.

24.3 Facility and service price review. As an exhibit or appendix to the Master Plan, the Authority will provide a required process by which the Authority periodically retains a qualified expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a rate and fee competitiveness study. The results of such study may be used to inform, support, or evaluate any proposed amendment to the Master Plan or service agreement, including any adjustment to rates, fees, Maximum Service Charges, or other pricing provisions.

10. Section 6.2.4. entitled “Approvals” is hereby amended to include new language (as provided by underlines) as follows:

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage of those members that are present and eligible to vote. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

11. Section 6.5.1. entitled “Quorum” is hereby amended to include new language (as provided by underlines) as follows:

6.5.1. Quorum. A quorum of the Governing Board will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. With respect to the Executive Committee, a quorum will be a majority of the total members voting members, provided that the members comprising the quorum must represent at least one-half of the Broward Tonnage of those Municipal Parties that are members of the Executive Committee. A quorum of the TAC will be a majority of the total voting members of TAC. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

12. The reference to Section 6.2.3, in Section 7.1.2.2 entitled “Adoption of Other Amendments to Master Plan,” is hereby corrected to read “Section 6.2.4.”

13. All other provisions of the ILA remain in full force and effect.

14. **Facilities Amendment Effective Date; Counterparts and Multiple Originals.** This Facilities Amendment will be deemed effective on the first business day after it has been executed by: (i) Municipal Parties representing eighty percent (80%) of the population of the Municipal Parties to the ILA; and (ii) County (“Facilities Amendment Effective Date”). The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Notwithstanding the foregoing, this Facilities Amendment shall not become effective unless the Governing Board has first adopted a Master Plan in full compliance with the ILA. The Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, may only

be modified in compliance with Article 16 of the ILA. The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Facilities Amendment on the respective dates under each signature on behalf of each Party to this Facilities Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

MUNICIPAL PARTY

MUNICIPALITY: _____

ATTEST:

By: _____
MUNICIPAL MAYOR

MUNICIPAL CLERK

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:

Municipal Attorney

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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

By _____
Attorney's Name (Date)
Senior Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

JOINER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Facilities Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2026-__

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, ESTABLISHING A POLICY FOR ETHICS TRAINING AND FILLING OUT STATE AND COUNTY FORMS FOR ELECTED OFFICIALS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward's county and municipal elected officials are governed by the Constitution of the State of Florida, the State of Florida Code of Ethics, the Broward Code of Ethics for Elected Officials, and any applicable, more restrictive municipal code of ethics as it relates to, among other things, each elected official's duty to act in a manner that promotes public trust and confidence in government with complete transparency and honesty in their services; and

WHEREAS, Broward County elected officials are expected to abide by ethics laws relating to Conflicts of Interest, Financial Disclosures, Gift Acceptance and Reporting, Honest Services, Lobbying and Lobbyists and Nepotism; and

WHEREAS, Florida law requires constitutional officers including county commissioners and all elected municipal officers to complete four hours of ethics training each calendar year "...which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws and this requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation if the required subjects are covered." *Fla. Stat. Sec. 112.3142(2)(a) and (2)(b)*; and

WHEREAS, Broward's Code of Ethics requires elected officials to complete four hours of training, including two that are "interactive," on the topics of the "sunshine Law, public records, and public service ethics" within 120 days of taking office and it requires incumbent elected officials to complete four hours of training each calendar year; and

WHEREAS, the Florida Commission on Ethics, the Florida Attorney General, the Florida League of Cities, the Broward County Commission on Ethics and the Broward County Office of Inspector General, among others, offer training throughout the calendar year, and such training can include conflicts of interest, financial disclosures, gifts and voting conflicts, and other ethics areas; and

WHEREAS, in addition to training, Broward County elected officials must timely fill out forms, including training certification forms, financial disclosure forms (form 1 or 6, as applicable), an outside/ concurrent employment form, gift disclosure forms and others, while serving in office; and

WHEREAS, the Mayor and Village Council of the Village of Lazy Lake take their ethical responsibilities very seriously and as such have determined that it is in the best interest of the Village to set forth efforts the Village will make to ensure that all elected officials (new and incumbent) are aware of ethics training opportunities and requirements for timely filling out forms and attending training.

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

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

Section 2. It shall be the Policy of the Village of Lazy Lake to take the following measures each calendar year to ensure that all elected officials (new and incumbent) are aware of ethics training opportunities and requirements for timely filling out forms and attending training.

I. **Forms.** The Administrative Assistant or Village Attorney shall, at the first meeting after an election, provide copies of and/or instructions for the following forms to all elected officials:

- a. Certification of Meeting Annual Training Requirement - Broward
- b. Certification of Meeting Annual Training Requirement for Newly Elected Official (if relevant) – Broward County
- c. Outside/Concurrent Employment Disclosure Form for Municipal Elected Officials – Broward County
- d. Statement of Financial Interests - Form 1 – State of Florida
- e. Memorandum of Voting Conflict – Form 8B– State of Florida
- f. Quarterly Gift Disclosure – Form 9 – State of Florida

II. **Training Opportunities.**

- a. The Administrative Assistant or Village Attorney shall, in the first quarter of every calendar year, present the Village Council with a list of training opportunities being sponsored by local and state agencies either is aware of, including the Florida Commission on Ethics, the Florida Attorney General, the Florida League of Cities, the Broward County Commission on Ethics and/or the Broward County Office of Inspector General.
- b. The list of training opportunities will be placed on the Village’s website and updated periodically throughout the year. The list will also be included with each Village Council regular agenda.

- c. In lieu of attending training as set forth in subsection a., above, the Village Council, by majority vote, may elect to have the Village Attorney provide training before the end of the calendar year.

III. **Filings.** Elected officials shall be responsible for signing up for training opportunities and ensuring that training certifications are filled out timely and given to the Administrative Assistant for appropriate filing, which may include placing certifications on the Village’s website.

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 upon signature of the Mayor.

PASSED AND APPROVED BY THE VILLAGE COUNCIL this ____ day of _____, 2026.

<u>Council Member</u>	<u>Voice Vote</u>	<u>Absent</u>
Arnie Aliff	Yea ___ Nay ___	___
Jeff Grenell	Yea ___ Nay ___	___
William Daugherty	Yea ___ Nay ___	___
Patrick Kaufman	Yea ___ Nay ___	___
Dana Merrill	Yea ___ Nay ___	___

SIGNED this _____ day of _____, 2026.

Ray Nyhuis
Mayor

ATTEST:

APPROVED AS TO FORM:

Tedra Allen
Village Administrative Assistant

Pamala H. Ryan
Village Attorney

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, REQUIRING PROPERTY OWNERS TO REMOVE TREES, LIMBS, AND RELATED DEBRIS THAT FALL INTO VILLAGE LAKES FROM PRIVATE PROPERTY; PROVIDING FINDINGS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Lazy Lake finds that trees, limbs, and related debris falling into Village lakes may obstruct waterways, create safety hazards, negatively impact water quality, and interfere with the health and maintenance of the lakes; and

WHEREAS, the Village Council further finds that prompt removal of such trees, limbs, and debris is necessary to protect the public health, safety, and welfare of Village residents; and

WHEREAS, the Village Council desires to establish regulations requiring property owners to remove trees, limbs, and related debris originating from their property that fall into Village lakes.

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

SECTION 1. Ordinance Created. An ordinance regulating the removal of trees, limbs, and related debris from Village lakes is hereby created as follows:

1. Purpose. The Village Council of the Village of Lazy Lake (the “Village”) finds that trees, limbs, and related debris falling into Village lakes from private property create hazards to residents, obstruct maintenance of waterways, and adversely affect the health and safety of the lakes and surrounding community. Therefore, it is necessary and in the interest of the public health, safety, and welfare to require property owners to promptly remove such debris from Village lakes.
2. Definitions. For the purpose of this ordinance, 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.

Debris shall mean any tree, branch, limb, trunk, brush, vegetation, or other organic material originating from a tree or landscaping located on private property.

Lake shall mean any body of water owned, maintained, controlled, or regulated by the Village, including storm water retention areas, canals, and connected waterways within the Village boundaries.

Property Owner shall mean any person, corporation, partnership, trust, association, or other legal entity holding legal or equitable title to real property within the Village.

Remove or *Removal* shall mean the complete extraction, cleanup, hauling away, and lawful disposal of any tree, limb, or debris from a Village lake and any affected adjacent area.

Tree shall mean any living or dead woody perennial plant, including any trunk, branches, limbs, roots, or portions thereof.

County shall mean Broward County, Florida.

Village shall mean the Village of Lazy Lake, Florida.

3. Responsibility of Property Owners.

(A) Any property owner whose tree, tree limbs, or related debris falls or is deposited into a Village lake from the owner's property shall be responsible for the removal and lawful disposal of such tree, limbs, or debris.

(B) The property owner shall remove the tree, limbs, or debris:

- (1) Within five (5) days from the date the tree, limbs, or debris falls into the Village lake or from the date notice is provided by the Village, whichever occurs first, or
- (2) Within five (5) days from the date notice is provided by the Village if a tree, limb or debris had fallen into a Village lake before the effective date of the Ordinance.

(C) Removal shall be performed in a manner that does not further damage the lake, adjoining properties, or Village infrastructure.

4. Enforcement.

(A) Failure to comply with the requirements of this Ordinance shall constitute a violation of the Village Code and shall subject the property owner to the following:

- (1) Code enforcement proceedings through Broward County's code enforcement process; and/or

- (2) An action for injunctive relief, civil penalties, or a combination thereof, through a court of competent jurisdiction.
- (3) All remedies and penalties provided for in this section shall be cumulative and independently available to the Village and the Village shall be authorized to pursue any and all remedies set forth in this section to the fullest extent allowed by the law.
- (B) In addition to any other remedies available under the law, the Village may cause the removal of the tree, limbs, or debris if the property owner fails to comply within the required timeframe.
- (C) Any costs incurred by the Village for removal, administrative fees, and enforcement costs may be assessed against the property owner and shall constitute a lien against the subject property until paid in full.

SECTION 2. **Conflicts.** All ordinances or parts of ordinances or resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

SECTION 4. **Effective Date.** This Ordinance shall take effect upon its final adoption.

PASSED on first reading this _____ day of _____, 2026.

PASSED AND ADOPTED on second reading this ___ day of _____, 2026.

SIGNATURES ON FOLLOWING PAGE

VILLAGE OF LAZY LAKE, FLORIDA

By: _____
Ray Nyhuis, Mayor

ATTEST:

By: _____
Tedra Allen, MMC
Administrative Assistant

**FIRST READING
ROLL CALL**

Councilman Aliff _____
Councilman Daugherty _____
Councilman Grenell _____
Councilman Kaufman _____
Councilman Merrill _____

**SECOND READING
ROLL CALL**

Councilman Aliff _____
Councilman Daugherty _____
Councilman Grenell _____
Councilman Kaufman _____
Councilman Merrill _____

APPROVED AS TO FORM AND LEGALITY

Pamala H. Ryan, Esq.
Village Attorney