



Mayor Ray Nyhuis
Council Member Arnie Aliff
Council Member William Daugherty
Council Member Patrick Kaufman
Council Member Mark DiPaolo

COUNCIL MEETING AGENDA
SUNSERVE BUILDING CONFERENCE ROOM
2312 Wilton Manors Dr., Wilton Manors, FL
Tuesday, September 15, 2026, 6:30 PM

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

**People who wish to speak will be recognized
by the Chair during the open public comment
portion of the meeting**

AGENDA

1. ROLL CALL

2. 1st Public Budget Hearing – Tentative Millage | Tentative Budget for 2026-2027 Fiscal Year

a. Resolution 26-05

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF TAXATION; PROVIDING FINDINGS; ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2026-2027 FISCAL YEAR (I.E., THE TENTATIVE MILLAGE RATE); ESTABLISHING THE TIME, DATE, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE FINAL MILLAGE RATE AND THE VILLAGE'S FINAL BUDGET FOR THE VILLAGE'S 2026-2027 FISCAL YEAR; PROVIDING DIRECTIONS TO THE VILLAGE ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

b. Resolution 26-06

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; PROVIDING FINDINGS; ADOPTING THE TENTATIVE BUDGET FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2026-2027 FISCAL YEAR; ESTABLISHING THE TIME, DATE, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE FINAL MILLAGE RATE AND THE VILLAGE'S FINAL BUDGET FOR THE VILLAGE'S 2026-2027 FISCAL YEAR; PROVIDING DIRECTIONS TO THE ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

3. PUBLIC COMMENT

4. ADJOURNMENT of 1st Public Budget Hearing

COMMENCEMENT OF REGULAR VILLAGE COUNCIL MEETING

5. CONSENT AGENDA ITEMS

- a.** August 20, 2026 Village Council Meeting Minutes
- b.** Ratification of payments made for the following invoices:



Mayor Ray Nyhuis
Council Member Arnie Aliff
Council Member William Daugherty
Council Member Patrick Kaufman
Council Member Mark DiPaolo

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- Invoices paid electronically from August 20, 2026 – present day

6. RESOLUTIONS

a. Resolution 26-04

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, APPROVING A NEW INTERLOCAL AGREEMENT FOR ZONING PLAN REVIEW, PERMIT INSPECTION, AND CODE ENFORCEMENT TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE DIVISION OF THE PUBLIC WORKS AND ENVIRONMENTAL SERVICES DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7. DISCUSSION ITEMS

- a. Conceptual Site Plan Application for 24 & 40 NE 24th Street

8. PUBLIC COMMENTS

9. VILLAGE ATTORNEY COMMENTS

10. MAYOR AND COUNCIL COMMENTS

11. ADJOURNMENT



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RESOLUTION NO. 2026-05

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WHEREAS, on July 31, 2026, the Village Council of the Village of Lazy Lake, Florida ("Village Council") approved to advise the Broward County Property Appraiser of: (a) the Village's proposed millage rate of **6.5000 mills**, (b) the Village's "rolled back rate" of **6.1292 mills**, and (c) that a public hearing will be held by the Village Council on September 15, 2026, to consider: (i) the Village's tentative millage rate and (ii) the Village's tentative budget for the Village's next ensuing Fiscal Year (which budget commences October 1, 2026 and continues through September 30, 2027 [herein, the "2026-2027 Fiscal Year"]); and

WHEREAS, the current year gross taxable value of real property within the Village of Lazy Lake for operating purposes which is not exempt from taxation has been certified by the Property Appraiser to be \$14,241,064; and

WHEREAS, the Village Council held a public hearing on September 15, 2026, as required by Section 200.065, Florida Statutes; and

WHEREAS, at the September 15, 2026 public hearing, the first substantive issue discussed was the percentage increase in millage over the rolled back rate necessary to fund the tentative budget, and the specific purposes for which ad valorem taxes are proposed to be increased; and

WHEREAS, the Village Council has reviewed a draft tentative budget for the Village of Lazy Lake's 2026-2027 Fiscal Year, at the public hearing of September 15, 2026, and has made adjustments to the draft tentative budget as it determined necessary; and

WHEREAS, the Village Council has computed a tentative millage rate which is necessary to fund the proposed tentative budget for the Village of Lazy Lake's 2026-2027

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

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

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

Section 2: There is hereby adopted a tentative millage rate for levying, imposition and collection of ad valorem taxes necessary to fund the Village of Lazy Lake's tentative 2026-2027 Fiscal Year Budget of **6.5000 mills**. Therefore, the levying of ad valorem taxes with such tentative millage rate is hereby also approved.

Section 3: The tentative millage rate approved and levied in Section 2 of **6.5000 mills** is greater than the Village of Lazy Lake's rolled back rate of **6.1292 mills** by 6.05%.

Section 4: The Village of Lazy Lake has no voted debt service millage.

Section 5: A Public Hearing shall be held by the Village Council at 6:30 PM. on September 28, 2026, in the Conference Room of the Sunserve Building located at 2312 Wilton Drive, Wilton Manors, Broward County, Florida, to consider: (i) the Village's final millage rate which will be necessary to fund the Village's 2026-2027 Fiscal Year final budget and (ii), the Village's 2026-2027 Fiscal Year final budget.

Section 6: The Village Administrative Assistant is directed to send a copy of this Resolution to the Florida Department of Revenue, Broward County Property Appraiser's Office and the Broward County Tax Collector within three (3) days of its effective date. The Village Administrative Assistant is also directed to post this Resolution on the Village of Lazy Lake's website.

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

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

PASSED AND ADOPTED BY THE VILLAGE COUNCIL this 15th day of September, 2026.

<u>Council Member</u>	<u>Voice Vote</u>	<u>Absent</u>
Arnie Aliff	Aye ____ Nay ____	____
William Daugherty	Aye ____ Nay ____	____
Mark DiPaolo	Aye ____ Nay ____	____
Patrick Kaufman	Aye ____ Nay ____	____

SIGNED BY THE MAYOR this ____ day of _____, 2026.

Ray Nyhuis
Mayor

ATTEST:

APPROVED AS TO FORM:

Tedra Allen
Village Administrative Assistant

Pamala H. Ryan
Village Attorney

RESOLUTION NO. 2026-06

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; PROVIDING FINDINGS; ADOPTING THE TENTATIVE BUDGET FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2026-2027 FISCAL YEAR; ESTABLISHING THE TIME, DATE, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE FINAL MILLAGE RATE AND THE VILLAGE'S FINAL BUDGET FOR THE VILLAGE'S 2026-2027 FISCAL YEAR; PROVIDING DIRECTIONS TO THE ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 31, 2026, the Village Council of the Village of Lazy Lake, Florida ("Village Council") approved to advise the Broward County Property Appraiser of: (a) the Village's proposed millage rate of **6.500 mills**, (b) the Village's "rolled back rate" of **6.1292 mills**, and (c) that a public hearing will be held by the Village Council on September 15, 2026, to consider: (i) the Village's tentative millage rate and (ii) the Village's tentative budget for the Village's next ensuing Fiscal Year (which budget commences October 1, 2026 and continues through September 30, 2027 [herein, the "2026-2027 Fiscal Year"]); and

WHEREAS, the current year gross taxable value of real property within the Village of Lazy Lake for operating purposes which is not exempt from taxation has been certified by the Property Appraiser to be **\$14,241,064**; and

WHEREAS, in accordance with Section 166.241(3) (2026), Florida Statutes, the Village posted a Proposed Budget Summary on the Village Website at least two (2) days prior to the September 15, 2026 hearing (which Proposed Budget Summary is the same as the tentative budget considered at the September 15, 2026 hearing), a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the Village Council has reviewed a tentative budget for the Village of Lazy Lake's 2026-2027 Fiscal Year, and has made such adjustments to same as it determined necessary at the public hearing of September 15, 2026, and with such adjustments, such tentative budget shall be referenced herein as the "tentative budget"; and

WHEREAS, at the September 15, 2026 public hearing, the first substantive issue discussed was the percentage increase in millage necessary to fund the tentative budget, if any, and the specific purposes for which ad valorem taxes are proposed to be increased; and

WHEREAS, the tentative budget sets forth the total revenues, transfers, and balances (i.e., total appropriations and revenue estimate) for the Village's 2026-2027 Fiscal Year as being in the amount of \$201,963; and

WHEREAS, the Village Council has computed a tentative millage rate which is necessary to fund the proposed portion of the tentative budget for the Village of Lazy Lake's 2026-2027 Fiscal Year, and further has voted to approve such tentative millage rate.

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

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

Section 2: There is hereby approved and adopted the Village of Lazy Lake's tentative budget for the 2026-2027 Fiscal Year. For reference, the tentative budget is attached hereto as **Exhibit "A."**

Section 3: A Public Hearing shall be held by the Village Council at 6:30 PM on September 28, 2026, in the Conference Room of the Sunserve Building located at 2312 Wilton Drive, Wilton Manors, Broward County, Florida, to consider: (i) the Village's final millage rate which will be necessary to fund the Village's 2026-2027 Fiscal Year final budget and (ii), the Village's 2026-2027 Fiscal Year final budget.

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

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

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

PASSED AND ADOPTED BY THE VILLAGE COUNCIL this 15th day of September, 2026.

<u>Council Member</u>	<u>Voice Vote</u>	<u>Absent</u>
Arnie Aliff	Aye ____ Nay ____	____
William Daugherty	Aye ____ Nay ____	____
Mark DiPaolo	Aye ____ Nay ____	____
Patrick Kaufman	Aye ____ Nay ____	____

SIGNED BY THE MAYOR this _____ day of _____, 2026.

Ray Nyhuis
Mayor

ATTEST:

APPROVED AS TO FORM:

Tedra Allen
Village Administrative Assistant

Pamala H. Ryan
Village Attorney

VILLAGE OF LAZY LAKE, FLORIDA
PROPOSED OPERATING BUDGET
FISCAL YEAR ENDING SEPTEMBER 30, 2027

	ACTUAL FY 2025	ADOPTED BUDGET FY 2026	Y-T-D ACTUAL JULY 31 FY 2026	PROPOSED BUDGET FY 2027
REVENUES				
Ad Valorem Taxes	\$ 69,340	\$ 71,431	\$ 69,340	\$ 87,948
Other taxes				
FPL Franchise	2,397	2,469	2,397	2,469
Intergovernmental	4,139	-	-	-
State Revenue Sharing	-	3,600	3,000	3,608
Half-Cent Sales Tax	-	2,715	2,263	2,269
Communication Service Tax	-	3,927	3,273	3,764
Local Option Fuel Tax 1-6 Cent	-	339	283	310
Local Option Fuel Tax 1-5 Cent	-	238	198	156
Other Miscellaneous				
Miscellaneous	751	716	3,787	2,165
TOTAL REVENUES	\$ 76,627	\$ 85,434	\$ 84,540	\$ 102,689
Transfers In	-	-	-	-
Fund Balances / Reserves	-	70,000	95,880	99,274
TOTAL REVENUES, TRANSFERS AND RESERVES	\$ 76,627	\$ 155,434	\$ 180,420	\$ 201,963
EXPENDITURES				
Village Attorney	\$ 12,636	\$ 24,500	\$ 22,703	\$ 24,973
Village Administrative Services	11,290	12,200	11,562	12,200
Accounting Services	2,500	5,000	594	4,500
Office Rent	3,339	4,700	3,472	4,166
Repair and Maintenance	5,060	6,500	2,701	4,500
Trash Collection Expenses	4,050	6,300	4,050	6,500
Advertising and Promotion	1,579	3,000	1,926	3,800
Electric	1,827	2,200	2,200	2,600
Insurance Costs	-	4,000	3,350	4,500
Fire Protection & EMS Services	9,002	8,534	3,350	4,380
Office Supplies	-	1,500	1,500	1,500
Code Enforcement	-	3,000	3,000	3,300
Solid Waste Recycling	-	2,000	2,570	2,700
Web Hosting Services	3,000	2,000	2,000	2,570
Professional Services- Planning	-	-	6,273	5,500
Contingency	-	-	-	15,000
Election Costs - State of Florida	-	-	-	-
TOTAL EXPENDITURES	\$ 54,283	\$ 85,434	\$ 71,250	\$ 102,689
Transfers Out	-	-	-	-
Fund Balances / Reserves	-	70,000	95,880	99,274
TOTAL APPROPRIATED EXPENDITURES	\$ 54,283	\$ 155,434	\$ 167,130	\$ 201,963
TRANSFES, RESERVES & BALANCES	\$ 54,283	\$ 155,434	\$ 167,130	\$ 201,963

Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

INTERLOCAL AGREEMENT FOR
ZONING PLAN REVIEW, PERMIT INSPECTION, AND CODE ENFORCEMENT
TO BE PERFORMED BY THE
BROWARD COUNTY BUILDING CODE DIVISION OF THE
PUBLIC WORKS AND ENVIRONMENTAL SERVICES DEPARTMENT

This is an Interlocal Agreement, made and entered into by and between:
Broward County, a political subdivision of the state of Florida, hereinafter referred to as
"County,"

and

Village of Lazy Lake, a municipal corporation existing under the laws of the state
of Florida, hereinafter referred to as "Village" (collectively referred to as the "Parties").

A. This Agreement is entered into pursuant to Section 163.01, Florida
Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. County maintains a Public Works and Environmental Services Department
that includes a Building Code Division ("BCD"), which conducts plan review and permit
inspections relating to zoning approval and code enforcement of zoning-related
violations.

C. Village is desirous of procuring the services of County for the performance
of plan review and permit inspection services relating to zoning approval and code
enforcement of the Village's Zoning Code within the municipal boundaries of Village
("Services").

D. County, through BCD, is willing to perform such Services pursuant to the
terms and conditions hereafter set forth.

Now, therefore, in consideration of the mutual covenants, promises, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1 Village authorizes County to perform zoning and landscaping plan review and permit inspection services relating to zoning approval pursuant to the Village Zoning Code.

1.2 Village authorizes County to perform code enforcement functions, including inspections and administrative support for preparation of case files for presentation to County's Hearing Officer/Special Master for enforcement cases. Code enforcement functions, however, shall be performed by County solely on a referral basis from Village. County shall not be responsible for proactively patrolling Village or initiating code enforcement violations.

1.3 County will perform the Services through its BCD, or any successor division as may be designated by the County Administrator.

1.4 Additional services may be provided to Village upon written notice to the Director of BCD, subject to the availability of inspectors to perform such services. Village shall compensate County for such additional services in accordance with Section 3, Compensation.

1.5 The Parties agree that "code enforcement," as defined herein, includes inspections, plan review, permit review, zoning approval inspections, issuance of citations, notices of violations, and notices of hearings. Citations and hearings shall be brought before County's Hearing Officer/Special Master pursuant to delegated authority.

1.6 The Parties agree that any lien arising from a fine imposed or corrective action performed as a result of an order of the County Hearing Officer/Special Master for enforcement cases shall run in favor of County, and that County may execute a satisfaction or release of the lien entered. However, any portion of the fine that is meant to cover all costs incurred in enforcing the applicable code(s) (administrative costs) shall run in favor of Village, and County agrees to recommend to the Hearing Officer/Special Master that the applicable administrative costs be imposed in the order. Administrative costs shall not include the cost of remediation or corrective action. Moreover, the Parties agree that County shall be entitled to collect all costs incurred in recording and satisfying a valid lien and shall remit any administrative costs collected to Village.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

2.1 It is specifically understood and agreed that all rights and powers as may be vested in Village pursuant to Chapter 166, Florida Statutes, or any other law or

ordinance or Charter provision of Village not specifically addressed by this Agreement will be retained by Village. It is further understood and agreed that this Agreement is not intended to address any of the functions listed below:

Engineering
Water Management
Drainage Districts
Traffic Engineering
Natural Resource Protection
Health Department
Fire Protection

2.2 In the event Village desires to have County provide any of the above additional services, a separate agreement will be required between Village and County.

ARTICLE 3 - COMPENSATION

3.1 For Services requested in Schedule A, County will provide Services at the rate of One Hundred One and 30/100 Dollars (\$101.30) per hour for a Building/Zoning Official, One Hundred One and 28/100 Dollars (\$101.28) per hour for a Chief Building Code Inspector, One Hundred One and 27/100 Dollars (\$101.27) per hour for a Plans Examiner, One Hundred One and 17/100 Dollars (\$101.17) per hour for a Code Enforcement/Building Code Inspector, and Thirty-nine and 60/100 Dollars (\$39.60) per hour for clerical support. Overtime, when pre-approved in writing by Village, will be at one and one half (1½) times the normal hourly rate. All hourly charges will be billed in increments of thirty (30) minutes.

3.2 All costs must be properly documented and such documentation provided to Village with the monthly invoices. County will invoice Village on a monthly basis for the Services performed the preceding month. Village shall reimburse County within thirty (30) calendar days after the date of the invoice. Any sums paid to County are nonrefundable to Village.

3.3 The amounts set forth above may be adjusted annually, in an amount not to exceed ten percent (10%) each year, to address increases or decreases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding ten percent (10%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1st of each year, County will provide Village with written notice of anticipated increases or decreases, if any. Unless the Village Manager provides written objection, any changes will take effect on October 1st following the May 1st notification. If an objection is received from Village, this Agreement shall terminate on September 30th, following the May 1st notification.

ARTICLE 4 - TERM OF AGREEMENT

4.1 This Agreement will commence on the later of October 1, 2026, or the date it is fully executed by the Parties and recorded in the Official Records of Broward County pursuant to Section 163.01(11), Florida Statutes ("Effective Date"). Unless terminated pursuant to Section 3.3 or Article 7, Termination, this Agreement will continue in full force and effect until 11:59 p.m., September 30, 2031. This Agreement may be renewed for an additional five (5) year period upon written request of Village and approval of the County Administrator.

4.2 This Agreement will remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by County or Village is provided pursuant to Article 8, Notices.

ARTICLE 5 - GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent by either party to be sued by a third party in any matter arising out of this Agreement. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

ARTICLE 6 - INSURANCE

County is self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party of such termination pursuant to Article 8, Notices.

ARTICLE 8 - NOTICES

Any and all notices given or required under this Agreement must be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

To County:
Director, Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

With copy to:
County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

To Village:

Mayor
Village of Lazy Lake
2020 Wilton Drive
Lazy Lake, Florida 33305
Email: admin@lazylakefl.us

With copy to:
Pamala H. Ryan, Village Attorney
5944 Coral Ridge Drive, PM #201
Coral Springs, Florida 33076
Email: pamala@ottinotlawpa.com

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 ASSIGNMENT: Neither party will have the right to assign, transfer, or subcontract this Agreement nor any right or interest in it.

9.2 WAIVER: The failure of either party to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement will not be deemed a waiver of any subsequent breach.

9.3 SEVERABILITY: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

9.4 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof will be predicated upon any prior representations or agreements, whether oral or written.

9.5 INDEPENDENT CONTRACTOR: County is an independent contractor under this Agreement. Services provided by County pursuant to this Agreement will be under the supervision and control of County. In providing Services, neither County nor its agents will act as officers, employees, or agents of City/Town. This Agreement will not constitute or make the Parties a partnership or joint venture.

9.6 MODIFICATION: It is further agreed that no modifications, amendments, or alterations in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments adding or deleting services to the scope of Services in Schedule A may be approved by the County Administrator.

9.7 LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.8 PUBLIC RECORDS: The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, SHERYL PAGE, AT (954) 765-4400 EXT. 9807, (_SPAGE@BROWARD.ORG), 2307 WEST BROWARD BLVD., SUITE 300, FORT LAUDERDALE, FLORIDA 33312; OR THE VILLAGE CUSTODIAN OF PUBLIC RECORDS: TEDRA ALLEN BY E-MAIL TO ADMIN@LAZYLAKESFL.US, OR MAIL TO 2020 WILTON DRIVE, LAZY LAKE, FLORIDA 33305.

9.9 DRAFTING: This Agreement has been negotiated and drafted by the Parties hereto and will not be more strictly construed against any party because of such party's preparation of this Agreement.

9.10 COUNTERPARTS AND MULTIPLE ORIGINALS: This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

9.11 RECORDING: This Agreement will be recorded in the Official Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

9.12 RECITALS: The truth and accuracy of each Recital set forth herein is acknowledged by the Parties as being true and correct and forms a material part of this Agreement upon which the Parties have relied.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement between County and Village for Services to be performed by the Broward County Building Code Division of the Public Works and Environmental Services Department on the respective dates under each signature: Broward County, signing by and through its County Administrator or designee, authorized to execute same by Section 31.123 of the Broward County Administrative Code, and Village, signing by and through its duly authorized representative.

County

Witnesses:

Broward County, through its
County Administrator or designee

Signature

By _____

Print/Type Name

____ day of _____ 20____.

Signature

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

Print/Type Name

By _____
Maite Azcoitia
Deputy County Attorney

INTERLOCAL AGREEMENT FOR ZONING PLAN REVIEW, PERMIT INSPECTION,
AND CODE ENFORCEMENT TO BE PERFORMED BY THE BROWARD COUNTY
BUILDING CODE DIVISION OF THE PUBLIC WORKS AND ENVIRONMENTAL
SERVICES DEPARTMENT

Village

Village of Lazy Lake

Attest:

By _____
Ray Nyhuis, Mayor

Tedra Allen
Village Administrator

____ day of _____, 20____

Approved as to form:

By _____
Pamala H. Ryan
Village Attorney