



TOWN OF HILLSBORO BEACH Meeting Agenda

October 7, 2025

9:00 AM



MAYOR

Honorable Dawn Miller

VICE MAYOR

Honorable David A. Ravanesi

COMMISSIONERS

Honorable Vinnie Andreano

Honorable Jane Reiser

Honorable Heather Berman

TOWN MANAGER

Mac Serda, ICMA-CM

TOWN ATTORNEY

Donald J. Doody

TOWN CLERK

Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

954-427-4011

www.TownofHillsboroBeach.com



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

October 7, 2025 | 9:00 AM

REGULAR TOWN COMMISSION MEETING AGENDA

MAYOR DAWN MILLER
VICE MAYOR DAVID A. RAVANESI
COMMISSIONER VINNIE ANDREANO
COMMISSIONER JANE REISER
COMMISSIONER HEATHER BERMAN

TOWN MANAGER MAC SERDA, ICMA-CM
TOWN ATTORNEY DONALD J. DOODY, ESQ
TOWN CLERK SHERRY D. HENDERSON, CMC

Refer to the End of the Agenda for the Commission Meeting RULES OF DECORUM (Resolution No. 2023-36), adopted 9/12/2023
Commission Meetings are streamed live and recorded on the Town's Website.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

- A. September 3, 2025 FY 2026 Tentative Millage Rate & Budget Hearing
- B. September 9, 2025 Regular Commission Meeting
- C. September 15, 2025 FY 2026 Final Millage Rate & Budget Hearing

II. SITE PLAN REVIEW

- A. **PUBLIC HEARING** - 1079 Hillsboro Mile, Hillsboro Beach, FL 33062 Authorized Agent for Property Owner is seeking Site Plan Review

Owner: 1079 Hillsboro Mile LLC

Authorized Agent: Robert Mayer. | Bomar Builders, Inc

Staff: Graham Long, AICP, Senior Development Planner

III. ORDINANCES

- A. **Ordinance No. 2025-04 Water Rate Increase (Second Reading)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE WATER RATES CHARGED TO THE TOWN'S RESIDENTS; PROVIDING FOR AN AMENDMENT TO CHAPTER 10 OF THE CODE OF ORDINANCES ENTITLED "WATER" BY SPECIFICALLY AMENDING SECTION 10-1 ENTITLED "WATER RATES"; PROVIDING FOR AN INCREASE EFFECTIVE AS OF OCTOBER 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

IV. RESOLUTIONS & CONTRACTS

A. Resolution No. 2025-39

A Resolution of the Town Commission of Town of Hillsboro Beach, Florida adopting the 2026 Town Commission Meeting Schedule.

B. Resolution No. 2025-40

A Resolution of the Town Commission of Town of Hillsboro Beach, Florida to Accept the Recommendation of the Evaluation Committee for RFP 2025-07-01 Residential Solid Waste, Bulk Waste and Recycling Collection Services.

C. Resolution No. 2025-41

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute an Agreement Between Broward County and the Town of Hillsboro Beach for the Enhanced Marine Law Enforcement Grant (EMLEG) Program for Fiscal Year 2025-2026.

D. Resolution No. 2025-42

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Adopting the April 2025 Miami, Fort Lauderdale-West Palm Beach Consumer Price Index (CPI) of 2.2% to Ensure Sufficient Revenue is Collected in FY2026 to Cover Operating, Maintenance and Debt Service Requirements Associated with the Town's Water Plant System.

V. CONSENT

- A. **1. CG&A** Invoice # 2494998 Aug 2025 **\$34,345.93**
- 2. GCDE** Invoice # 73642 Sept 2025 **\$7,373.90**
- 3. GCDE** Invoice #73643 Sept 2025 **\$1,020.35**

VI. STAFF UPDATES

A. Finance Report

Stephen Bloom, Finance Director, Inframark

- 1. June 2025 Finance Report
- 2. FY 2024 Audit Report

B. Police Department

Chief Rob O'Neill

C. Building Department

George Folles, Building Official

D. Code Enforcement

Bernard Pita, Code Compliance Supv

VII. TOWN MANAGER REPORT

A. Coffee With a Cop Thu, Oct. 16, 2025 (10 am)

Topic: Law Enforcement Accreditation

B. Music on the Green Concert Thu, Oct. 16, 2025 (7pm)

Featuring Patti & Jozay

C. Community Event FREE Shred & Electronic Recycling Sat. Oct. 25, 2025 (9am-12pm)

Blood Drive, Household Hazardous Waste Drop-off, Prescription Drug Take-Back

VIII. TOWN ATTORNEY REPORT

IX. TOWN COMMISSION COMMENTS/REPORTS

X. PUBLIC COMMENTS

XI. ADJOURNMENT

RULES OF DECORUM

- The goal of Commission Meetings and Public Hearings is to accomplish the public's business in an environment that encourages fair discussion and exchange of ideas.
- Everyone will have three (3) minutes when recognized for public comment, participants should step forward to the podium and state their name & address for the record.
- All comments shall be directed to the commission or board as a body, through its presiding officer. Comments shall not be addressed to a single member of the commission or board, or to Town staff including the attorney, the manager, or the clerk, unless a majority of the members present on the commission or board shall so agree.
- The public comment period is for receipt of public comments, not debate. It is not intended as a time for problem solving but rather for hearing the citizens for their input.
- Anger, rudeness, ridicule, personal attacks, profane language, and lack of respect for others is unacceptable behavior. Demonstrations to support or oppose a speaker or idea, such as clapping, cheering, booing, hissing, or the use of intimidating body language are not permitted.
- If a person refuses to abide by these rules of civility and decorum, a commissioner may request a motion to temporarily recess.
- Continued disruptions by any person may result in the request of the person to depart the meeting.

[Resolution No. 2023-36, adopted 9-12-2023](#)

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision made by the Town Commission, Special Master or any other Boards or Commissions of the Town with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The meeting/hearing may be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. **IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE.** Please contact Sherry D. Henderson, IIMC-CMC, Town Clerk (954) 427-4011 Town Hall - 1210 Hillsboro Mile, Hillsboro Beach, Florida 33062.



MINUTES
TOWN OF HILLSBORO BEACH
FY26 TENTATIVE MILLAGE RATE & BUDGET HEARING

WEDNESDAY

SEPTEMBER 3, 2025

5:01 P.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Dawn Miller called the meeting to order at 5:01 p.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Dawn Miller

Commissioner Jane Reiser

Vice Mayor David A. Ravanesi

Commissioner Heather Berman

Commissioner Vinnie Andreano

Town Staff:

Town Manager William "Mac" Serda, ICMA-CM

Donald J. Doody, Town Attorney, Esq.

Town Clerk Sherry D. Henderson, CMC

Police Chief Rob O'Neil

I. PUBLIC HEARING

A. Resolution No. 2025-28 Consideration to Approve and Adopt the Tentative Millage Rate for General Operations for Fiscal Year 2025-2026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH ADOPTING A TENTATIVE MILLAGE RATE OF 3.50 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2025-2026; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO FORMALLY ADOPT THE FISCAL YEAR 2025-2026 MILLAGE RATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Stephen Bloom, Finance Director, provided an overview of the Fiscal Year 2026 (FY26) budget process and gave a brief *PowerPoint* presentation outlining the proposed FY26 Millage Rate. He stated the total FY26 budget as proposed was unchanged since the budget discussed at the July 31st Special Commission Meeting. He reviewed high level assumptions, including:

- The tentative millage rate is **3.50 mills**, which is **5.13%** higher than the rollback rate of **3.3291**.
- The FY 2026 Budget was developed using FY 2025 service levels as a baseline.
- **General Fund** budget increased by **\$1,970,730**; **Water Fund** operations budget increased by **\$201,220**.
- A **2.2% water rate adjustment** is included to support operations, debt service, and capital projects.
- **Use of reserves:** \$1,815,041 (General Fund) for Beach Loan payments; \$255,000 (General Fund) for capital projects; \$177,525 (Water Fund) for capital projects.
- **Debt service:** A **\$1,275,000 loan** will be required for the water storage reservoir project.
- **Compensation & benefits:** Net increase of **\$421,128**, including COLA, step increases, and higher insurance/retirement contributions.
- **Capital projects** include:
 - \$2,000,000 Underground Utility Project
 - \$190,000 FDEP Vulnerability Study
 - \$80,000 Police Vehicle
 - \$20,000 Commission Chamber Modifications
 - \$285,000 Beach Management Expenses
 - \$2,175,000 Water Storage Reservoir
 - \$30,000 Perimeter Fence Rehabilitation
 - \$40,000 Maintenance Building Roof
 - \$100,000 Truck Purchase
 - \$65,000 Repairs & Maintenance Projects

Mayor Miller opened a public hearing on the item.

There were no public comments.

Mayor Miller closed the public hearing.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Andreano, to adopt a Tentative Millage Rate of 3.50. In a roll call vote, the **motion** passed unanimously. (5-0)

Mr. Doody read the Resolution by title only. He stated the rate of 3.50 was 5.13 percent higher than the roll back rate of 3.3291 mills.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Reiser, to adopt Resolution 2025-28. In a roll call vote, the **motion** passed unanimously. (5-0)

Town Attorney Doddy announced September 15, 2025, at 5:01 p.m. as the time and date of the public hearing to set the final Millage Rate.

B. Resolution No. 2025-29 Consideration to Approve and Adopt the Tentative Budget for Fiscal Year 2025-2026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE TOWN FOR THE ENSUING YEAR; DETERMINING THE AMOUNT OF APPLICABLE FUNDS ON HAND; ESTIMATING RECEIPTS AND EXPENDITURES FOR ALL FUNDS, EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Miller opened a public hearing on the item, however there being none to speak, she closed the public hearing.

Mr. Doody read the Resolution by title only.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Reiser, to adopt Resolution 2025-29. In a roll call vote, the **motion** passed unanimously. (5-0)

II. ANNOUNCE FINAL BUDGET PUBLIC HEARING

Mr. Serda highlighted the progress represented in the budget toward providing solutions for the Town. He thanked staff for their tremendous work and the Commission for their leadership. The Mayor and Commissioners recognized Mr. Serda and his team for their efforts.

Mayor Miller announced that the second and final budget public hearing was scheduled for Monday, September 15, 2025, at 5:01 p.m.

III. ADJOURNMENT

Motion made by Commissioner Andreano, seconded by Commissioner Berman, to adjourn the meeting at 5:43 p.m. In a roll call vote, the **motion** passed unanimously. (5-0)

ADOPTED THIS _____ DAY OF _____, 2025

By: _____
Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk

DRAFT



MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING
TUESDAY **SEPTEMBER 9, 2025**

9:00 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Dawn Miller called the meeting to order at 9:00 A.M. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Dawn Miller	Vice Mayor David A. Ravanese
Commissioner Vinnie Andreano	Commissioner Heather Berman
Commissioner Jane Reiser	

Town Staff:

Town Manager William "Mac" Serda, ICMA-CM
 Donald J. Doody, Town Attorney, Esq.
 Town Clerk Sherry D. Henderson, CMC

APPROVAL OF AGENDA

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

I. APPROVAL OF MINUTES

- A. July 1, 2025 Regular Commission Meeting**
- B. July 31, 2025 Board of Zoning Appeals**
- C. July 31, 2025 Special Commission Meeting**

Motion made by Vice Mayor Ravanese, seconded by Commissioner Reiser, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

II. SITE PLAN REVIEW

- A. Site Plan Review for Property Located at 927 Hillsboro Mile, Hillsboro Beach, FL 33062**

Property Owner: Lewis Swezy

Request: The Authorized Agent is seeking site plan approval

Staff: Graham Long, Development Planner, CG&A

Consultant Planner Graham Long, CG&A, explained that the request is for Site Plan approval for a single-family home in the RS-2 zoning district. The lot is 2.9 acres in size. The Applicant proposes several modifications for the site, including:

- Landscaping reconfiguration on both the east and west sides of A1A
- Addition of a second driveway entrance with a gate
- Addition of an athletic play area
- Addition of a new swimming pool and renovation of the existing pool
- Repaving the driveway and parking area

No modifications are planned for the existing house structure except the addition of an outdoor kitchen area. All proposed improvements are compliant with zoning requirements.

Mr. Long explained that because the existing home is not new development, it is being reviewed as a Site Plan amendment, although there is no active Site Plan for the current structure.

Mayor Miller asked if a rendering of the updated site was available. Mr. Long replied that there are no elevation renderings, although the Applicant submitted a landscape plan which shows that area in more detail. All buffer and setback requirements are met by landscaping. Only the additional driveway entrance would be visible from the street. Mayor Miller requested that in the future, applicants be encouraged to provide renderings of any changes that would be visible from the street.

Saige Robb, permit technician representing the Applicant, explained that the intent is to elevate the existing property to maintain and enhance its value. She emphasized that the Applicant is open to working with Town Staff to ensure the property meets the Town's standards.

Mayor Miller asked if any renderings of the property from the street were available. Ms. Robb replied that these could be prepared and submitted at a later date but were not available at this time. She explained that the service gate is intended to be concealed.

Commissioner Reiser requested confirmation that the property's seawall is up to Code standards. Ms. Robb advised that no work is required on the seawall, as the changes proposed for the subject property do not affect more than 50% of the site.

Motion made by Commissioner Andreano, seconded by Vice Mayor Ravanese, to approve the Site Plan. In a roll call vote, the **motion** passed unanimously (5-0).

III. ORDINANCES

A. Ordinance No. 2025-04 Water Rate Increase

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE WATER RATES CHARGED TO THE TOWN'S RESIDENTS; PROVIDING FOR AN AMENDMENT TO CHAPTER 10 OF THE CODE OF ORDINANCES ENTITLED "WATER" BY SPECIFICALLY AMENDING SECTION 10-1 ENTITLED "WATER RATES"; PROVIDING FOR AN INCREASE EFFECTIVE AS OF OCTOBER 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Miller explained that the Town had requested and received a cost analysis for the improvement, replacement, and upgrade of the Town's existing water distribution system. To ensure the Town will have the funds necessary to maintain that system, the Town Manager has recommended an annual increase in water rates based on the Consumer Price Index (CPI).

Town Manager Mac Serda advised that the proposed rates will reflect the CPI determined for Fort Lauderdale in order to accurately reflect the cost of chemicals, Florida Power and Light (FPL) rates, payroll, and other expenses. If the Ordinance is passed, it will be followed by a Resolution specifying the increase.

Mr. Serda further clarified that the CPI used going forward would be from March 2025, which would be a 2.2% increase. Future Commissions may change rates by Resolution, as the Ordinance provides a path for the future raising of rates but does not change them itself.

Mr. Serda continued that the Town's debt service for its two loans for the utility requires the Town to maintain a certain amount of operating revenue. If the Town proceeds with its two proposed major capital projects, the Lighthouse Point water main relocation and the clear well replacement, it is likely that the rates will need further adjustment to service those two loans in the future.

Commissioner Reiser asked whether or not the Town took action to reduce its water usage could help minimize the rate increase. Mr. Serda replied this was not likely to be the case, as utilities have large fixed costs and operate similarly to a business, with rates

intended to cover expenses. The rates will not be raised to provide more money for the Town, but to cover the costs of operations.

Town Attorney Donald J. Doody read the Ordinance by title only.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

IV. DISCUSSION & POSSIBLE ACTION

A. Review & Selection of Town Hall Parking Design Options

Mayor Miller advised that no bids have been received for this project at this time, as the Town has not yet approved a design. Mr. Serda further clarified that construction estimates have been received by engineers.

Mayor Miller asked if there would be any space between Town Hall and the adjacent northern property for landscaping. Mr. Serda replied that there is only sufficient space for hedges at that location. He estimated that there is no more than roughly 6 ft. from the northern parking spaces to the boundary. Mayor Miller stated that hedges will be needed in that area to separate the properties, pointing out that with no landscaping, lights from vehicles will intrude onto neighboring properties. No turning issues are anticipated with the site's combination of diagonal and perpendicular spaces. The scope of work will include demolition of the existing scale and sale of its materials for scrap.

Mayor Miller requested clarification of the difference in preliminary cost estimates. Mr. Serda replied that there are three options for the project:

- 17 spaces, including 10 in the northwest corner, two on the southern boundary, and five additional spaces
- 19 spaces with the addition of two spaces near the generator building or planned bocce court; the cost of the two spaces would be nearly \$25,000 due to additional concrete work and increased drainage/exfiltration
- Consideration of installing electric vehicle (EV) charging stations for either configuration

The proposal would provide another 17 to 19 spaces in addition to the existing parking slots at Town Hall.

Commissioner Berman asked how the use of the proposed charging stations would be managed, including whether there would be costs associated with the two spaces or the Town would absorb those costs. Commissioner Reiser also expressed concern that the

inclusion of EV charging stations would place undue pressure on the management of Town Hall.

There was additional discussion of charging stations, with acknowledgement that the new bocce court could contribute to more traffic at the subject site. It was also noted that the issue is not space, but supply and demand. Mr. Serda confirmed that the Commission may choose to add a charging station or stations later.

Mayor Miller stated that she was not in favor of introducing EV infrastructure into the proposed lot at this time and reiterated her concern for an adequate buffer to ensure light from cars is screened from neighboring properties without compromising outdoor views.

There was Commission consensus to move forward with plans for 17 parking spaces at a cost of approximately less than \$70,000, with no EV charging stations. Mr. Serda advised that the next step will be to put the project out for bid and bring the proposed prices back to the Commission for consideration.

V. RESOLUTIONS & CONTRACTS

A. Resolution 2025-30

Consideration of the Town of Hillsboro Beach Town Commission to Review Code Fine Mitigation Request for Property Owner of 1050 Hillsboro Mile, #707W, Hillsboro Beach, FL 33062 (Code Case No. 23050001).

Code Compliance Supervisor Bernard Pita explained that on April 12, 2023, Code Compliance received a complaint related to possible work without a permit at the subject address. The (former) Building Official visited the location and issued a Stop Work order under Ordinance 4-65A for work without a permit. The work involved asbestos removal and interior renovation.

A Special Magistrate hearing was scheduled for June 15, 2023. The Special Magistrate granted two continuances in this case: the owner and contractor were both in contact with the Building Official and were in the process of obtaining the required Broward County permit as well as a Town permit. The property failed to reach compliance after the continuance, and the Building Official requested that fines be imposed on August 15, 2023.

The case came into compliance on January 14, 2024. The property is not homesteaded, and total fines imposed by the Special Magistrate came to \$40,100. The property value as recorded by the Broward County Property Appraiser's Office is \$500,180. The mitigation application did not identify a hardship and requested 70% mitigation.

Mayor Miller noted that when the Town received the complaint from the property manager, it was noted that the property owner had applied for a new floor, painting, and new molding, which was approved by his condominium association. The Building Official also testified that there were kitchen and bathroom work as well. The fine continued to accrue until compliance was reached.

Luan Sela, 1050 Hillsboro Mile, Unit #707, explained that he had filled out an application with his condominium association for work on his unit, but had not secured permits for the work. He stated that the Building Official had explained to him that the work would require permitting if he wished to continue. The process of obtaining the permit was lengthy and he had not received notice of the Special Magistrate process, as mail was not forwarded to his out-of-state residence.

Mayor Miller asked if Mr. Sela had been in communication with the Building Official between April and August 2023. Mr. Sela replied that he had only spoken with the Building Official in early April after the complaint was received. He began the permit application process in November 2023 when he returned to the subject property on vacation.

Mayor Miller requested information on any hardships that contributed to the case. Mr. Sela replied that he had not expected the expense and was not able to cover it. He had also incurred expenses related to contracting and engineering.

Commissioner Andreano asked if the original permit included work in the kitchen, or if that work was added later and required a second permit. Mr. Serda explained that the Applicant's application to the condominium association requested new flooring, painting, and installation of new molding, which were approved; however, the property manager who submitted the complaint observed that the kitchen and bathrooms were also being renovated, although that work was not cited in the application. The property manager indicated that they believed the owner planned to do the additional work without the required permits and requested an inspection by the Town.

Mr. Sela stated that the unit was in poor condition when he purchased it, and his intent was to clear it out and determine what work needed to be done.

Mayor Miller noted that Mr. Pita's recommendation was to mitigate the fine by 70%, lowering the payment to approximately \$12,000. The Commission is asked to determine whether they wish to reduce the fine.

Mr. Sela stated that he had paid a double fee for permits and requested that the fine be lowered as much as possible. Mr. Serda clarified that Florida Statutes require double permit fees for work without a permit.

Vice Mayor Ravanese asked if reducing the fine would establish an unwanted precedent. Town Attorney Doody clarified that no precedent would be set, as each case comes before the Commission on its own merits. The Commission is not required to accept Staff's recommendation regarding the mitigation.

Mr. Pita clarified that he took several items into consideration when making his recommendation, including the importance of compliance and the Applicant's actions to rectify the situation once he became involved. He had arrived at 70% mitigation based on his experience.

Commissioner Andreano requested clarification of the owner's intention when he had applied to the condominium board to have the work done on his property. Mr. Sela replied that the unit was in poor condition when he purchased it. The application listed the minimum work planned for the unit.

Mr. Serda advised that the Town sends notice to the mailing address listed by the Property Appraiser's Office. Mr. Pita noted that it is not unusual for owners not to update these addresses when purchasing properties.

Motion made by Commissioner Andreano to reduce the fine to \$12,000. The **motion** died for lack of second.

Motion made by Commissioner Reiser, seconded by Commissioner Andreano, to lower the fine to \$8,000. In a roll call vote, the **motion** passed 4-1 (Vice Mayor Ravanese dissenting).

Town Attorney Doody read the Resolution by title only.

Town Attorney Doody advised that the Applicant receive a release of the lien after the mitigated amount is paid to the Town.

Commissioner Reiser recommended that Mr. Sela contact the Property Appraiser's Office to update his home address.

B. Resolution 2025-31

Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Authorizing the Appropriate Town Officials to Execute the Third Amendment to

the Interlocal Agreement Between Broward County and the Town of Hillsboro Beach for Community Shuttle Service.

Town Attorney Doody read the Resolution by title only.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

C. Resolution 2025-32

Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Authorizing a Cost-of-Living Adjustment (COLA) to Stipend Provided to the Mayor and Town Commission.

Mayor Miller advised that the proposed Cost of Living Adjustment (COLA) would be 4%, which is consistent with the COLA applied in non-collective bargaining efforts.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Andreano, to approve.

Town Attorney Doody read the Resolution by title only.

In a roll call vote, the **motion** passed unanimously (5-0).

D. Resolution 2025-33

Consideration to Approve and Authorize the Use of Federal Forfeiture Funds for the Police Department, use of \$390,915.00 Federal Forfeiture Funds to Purchase Eighteen (18) new Axon Body-Worn Cameras, five (5) In-car Camera Systems and Fourteen (14) Tasers to Modernize the Police Department and Improve Transparency and Efficiency, Piggybacking the Terms of the University of Nebraska National Cooperative Contract for RFP 3544-21-4615.

Mayor Miller explained that this Resolution would allow the Police Department to use \$390,915 in forfeiture funds toward the purchase of new body-worn cameras and tasers. The Town had an existing contract with body-worn camera provider Axon which terminated in August 2025.

Mr. Serda further clarified that the purchase would replace existing tasers, body-worn cameras, and in-car cameras with new and improved devices. The current camera equipment is no longer supported by Axon. The Town has approximately \$1.4 million in forfeiture funds and would retain roughly \$1 million after this proposed expense.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Andreano, to approve.

Town Attorney Doody read the Resolution by title only.

In a roll call vote, the **motion** passed unanimously (5-0).

E. Resolution 2025-34

Consideration to Approve and Authorize the Joint Filing of Local Government Funding Request (LGFR) with the City of Deerfield Beach for Beach Management Funding Assistance for Fiscal Year 2026/2027 with the Florida Department of Environmental Protection.

Mayor Miller noted that the Town has a settlement agreement with the city of Deerfield Beach for a joint beach nourishment project that requires an application for funds. The municipalities request \$275,000 from the state of Florida, with a local match, for purposes of post-construction monitoring and permitting in preparation for the nourishment project planned for fiscal year (FY) 2027-2028.

Mr. Serda explained that the settlement with Deerfield Beach allows the Town to apply for state funding, as they would not otherwise be entitled to the funds for beaches that do not offer public access. The Resolution shows the Town's participation on the application for Local Government Funding Request (LGFR) resources. The funds will cover half the costs associated with bird and sea turtle monitoring, tiling, and engineering in relation to the next nourishment project.

Town Attorney Doody read the Resolution by title only.

Commissioner Andreano recognized the previous Town Commission's work in making this partnership possible.

Motion made by Commissioner Andreano, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

F. Resolution 2025-35

Consideration to Approve Calvin Giordano & Associates, Inc. (CG&A) Proposal No. 21-4197.6 for Professional Services to Conduct Water Supply Plan Update for the Town, Not to Exceed \$9,504.00 in Accordance with the Terms and Conditions of the Executed Agreement per RFQ 2021-01 Continuing Professional Architectural and Engineering Services.

Mr. Serda explained that every 10 years, water utilities must undertake a Water Supply Study which considers the Town's water capacity for its properties and uses. In the past, the Town has combined this study with its Comprehensive Plan; however, it was determined that these two documents would be separated.

Mr. Serda continued that he had secured quotes for the study, and the recommended provider, CG&A, was the lowest responsible bidder.

Mayor Miller further clarified that the Town is required to conform to the water supply provided by the South Florida Water Management District as well as the Town's own needs. CG&A will draft the required document, which will come before the Commission for review.

Town Attorney Doody read the Resolution by title only.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Reiser, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

G. Resolution No. 2025-36

Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Ratifying the Collective Bargaining Agreement Between the Town of Hillsboro Beach and Broward County Police Benevolent Association.

Mayor Miller recognized Mr. Serda's work toward this agreement, which has involved months of ongoing negotiations. She also recognized the efforts of the Town's Police Officers.

Highlights of the agreement include:

- COLA increases of 3% for the first year, 4% for the second year, and 3.5% for the third year
- Off-duty raise for Officers from \$50/hour to \$75/hour
- Additional step increases for 11 and 12 years of service, which result in a 3.5% increase for both years
- Shift differential: \$50/day per pay period for Officers working the afternoon and evening shifts, as these shifts are considered less desirable
- Payment of 100% of base salary after the first two weeks of leave for up to six months for employees who are injured on the job; if possible, a light duty position will be made available to them

Mr. Serda recognized the Commission as well as the Town's negotiating team for their work toward the agreement. Town Attorney Doody advised that both sides are pleased with the contract.

Town Attorney Doody read the Resolution by title only.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

VI. CONSENT

A. INVOICES FOR APPROVAL

1.	CG&A	#2140264	June 2025	\$57,335.66
2.	CG&A	#2332597	July 2025	\$33,829.87
3.	GCDE	#72764	July 2025	\$10,534.10 (General Matters)
4.	GCDE	#72765	July 2025	\$2,397.05 (RCrusco & CDoherty ORD 12-269)
5.	CG&A	#845473	October 2024	\$12,635.00
6.	GCDE	#72995	August 2025	\$3,691.75 (General Matters)
7.	GCDE	#72996	August 2025	\$2,135.60 (RCrusco & CDoherty ORD 2024-06)

Motion made by Vice Mayor Ravanese, seconded by Commissioner Andreano, to collectively approve Items 1 through 7. In a roll call vote, the **motion** passed unanimously (5-0).

VII. STAFF UPDATES

A. Police Department

Rob O'Neill, Chief of Police

Police Chief Rob O'Neill thanked all involved in the contract negotiation process for their support. He also recognized the Commission's Resolution to provide new equipment for the Police Department.

Chief O'Neill continued that the Department has hired a new Communications Resource Officer, and a recent cadet has now become an Officer in field training. The full training period is roughly 12 weeks. Another cadet is currently being processed, and a former part-time Marine Unit Officer has returned to the Town.

Several criminal investigations are ongoing at this time.

B. Building Department

George Folles, Building Official, CG&A

Building Official George Folles reported that most construction activity is focused on parcels A and B of the Rosewood project. Inspections on both parcels are up to date.

C. Code Compliance

Bernard Pita, Code Compliance Supv, CG&A

Mr. Pita stated that no cases have changed status since the report of July 2025. He continues to conduct turtle patrols, and there have been no complaints associated with turtle-safe lighting. He added that Mr. Folles includes him on emails regarding the Rosewood project.

VIII. TOWN MANAGER REPORT

A. Broward County Property Appraiser's Office Thu, Sept 11, 2025 (1pm-3pm) Community Room Assist Residents Apply for Homestead Exemption & Sign Up for FREE Owner Alert Notification

Mr. Serda encouraged residents with property issues or questions to attend this outreach, and to sign up for title search owner alert notification and apply for homestead exemptions. Commissioner Berman also emphasized the importance of homeowner education and safety.

B. Second & Final FY26 Budget Hearing Mon, Sept 15, 2025 (5:01pm)

Mayor Miller noted that the Town's final budget will be approved at this meeting.

C. Coffee with a Cop Thu, Sept 18, 2025 (2pm)

The next Coffee with a Cop session will address the Police Department's 15 most frequently asked questions.

D. Music on the Green Concert Thu, Oct 16, 2025 Featuring Patti & Jozay

E. Community FREE Shred Event & Electronic Recycling Sat, Oct 25, 2025 (9am-12pm) Blood Drive, Household Hazardous Waste Drop-Off, Prescription Drug Take-Back

F. Christmas Tree & Menorah Lighting Holiday Program Tue, Dec 2, 2025

G. Update on Bocce Court Construction Project

The bocce court and pavers have been installed, and players have installed a scoreboard. The players also assisted with the assembly of benches. Remaining items

include landscaping and anchoring of benches. A grand opening will be scheduled once this work is complete.

IX. TOWN ATTORNEY REPORT

Town Attorney Doody reported that there has been some activity regarding pending litigation related to property rights amendments and the Rosewood project. He will provide the Commissioners with copies of pleadings and a memorandum.

X. TOWN COMMISSION COMMENTS/REPORTS

Mayor Miller stated that she and Mr. Serda plan to attend the upcoming Florida Shore and Beach Preservation Association (SBPA) conference, which addresses beach nourishment education and issues. The conference is scheduled from Wednesday, September 16 through Friday, September 19, 2025.

Commissioner Reiser reported that the condominium forum is scheduled for Wednesday, September 16 and will feature Farid Abuchaibe, Regional Manager for WastePro, as our guest speaker.

XI PUBLIC COMMENTS

Mayor Miller opened the public hearing, which she closed upon receiving no input.

XII. ADJOURNMENT

Motion made by Vice Mayor Ravanesi, seconded by Commissioner Andreano, to adjourn. In a roll call vote, the **motion** passed unanimously (5-0).

The meeting was adjourned at 10:59 a.m.

ADOPTED THIS _____ DAY OF _____, 2025.

By: _____
Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



**MINUTES
TOWN OF HILLSBORO BEACH
BUDGET PUBLIC HEARING
ADOPTING THE FINAL MILLAGE RATE &
FINAL BUDGET FOR THE FISCAL YEAR 2026**

MONDAY

SEPTEMBER 15, 2025

5:01 P.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Dawn Miller called the meeting to order at 5:01 P.M. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Dawn Miller

Vice Mayor David A. Ravanese

Commissioner Vinnie Andreano

Commissioner Heather Berman

Commissioner Jane Reiser

Town Staff:

Town Manager William "Mac" Serda, ICMA-CM

Donald J. Doody, Town Attorney, Esq.

Town Clerk Sherry D. Henderson, CMC

The Pledge of Allegiance was recited.

I. ADOPTION OF FISCAL YEAR 2026 FINAL MILLAGE RATE

Motion made by Vice Mayor Ravanese, seconded by Commissioner Andreano, to adopt the tentative millage rate of 3.5. In a roll call vote, the **motion** passed unanimously (5-0).

A. Resolution No. 2025-37 Consideration to Approve and Adopt the Final Millage for General Operations for Fiscal Year 2025-2026

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH ADOPTING A FINAL MILLAGE RATE OF 3.5 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2025-2026; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO FORMALLY ADOPT THE FISCAL YEAR 2025-2026 MILLAGE RATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Stephen Bloom gave a presentation on the Town's proposed millage rate and budget for fiscal year (FY) 2025-2026. There have been no changes to the millage rate, which remains 3.50 mills. This is 5.13% higher than the rolled back rate of 3.3291 mills.

The Town's total taxable value is just over \$2 billion, which is 6.22% higher than FY 2024-2025. Most of this increase comes from growth in market value.

There have been no changes to the proposed budget since the first public budget hearing. All funding comes to just over \$20.3 million. There is a 4.5% increase in revenue over the previous year. Proposed spending is \$20.3 million, with costs covered from the Town's General Fund. Debt service will cover the bridge loan for the previous beach project.

The Town has almost \$2.8 million in capital projects from both the General Fund and the Water Fund. The Water Fund includes just under \$1.2 million in terms of spending, which is a 2% increase. This is the same percentage by which the Town will increase its water rates. The Town plans \$2.4 million in water projects.

Mr. Bloom reviewed non-operating capital projects, which include:

- Underground utility project, which is funded through a contribution received in FY 2024-2025
- Vulnerability assessment, which is fully paid through grant funds
- One Police vehicle
- Town Hall Chamber modifications

The primary expense from the Water Fund is the storage tank, which is just under \$2.2 million. A loan will be required for this expense, as well as grant funding. Some funds for repair and renewal are also included in the Water Fund.

At this time Mayor Miller opened the public hearing, which she closed upon receiving no input.

Mayor Miller recognized the efforts of Town Staff in preparing the FY 2025-2026 budget.

Town Manager Mac Serda advised that the Town is audited annually and consistently receives a clean audit opinion. The Police Department will also undergo accreditation in FY 2025-2026, which will be the fifth such process over 10 years. The Department expects to achieve Excelsior accreditation status, which is the highest level a Police Department may achieve. Mr. Serda emphasized that this is not a required process.

Mr. Serda continued that the Water Department is also audited every two years, typically with clean opinions. He emphasized that all Town operations undergo mandatory or voluntary outside reviews to ensure actions are done properly. The results of these procedures will be presented at future Town Commission meetings.

Mayor Miller noted that the beach nourishment project was completed in FY 2024-2025, which is a major accomplishment. The Town also received state funding for water projects and the pending vulnerability assessment. Portions of Chapter 12 of the Town's Land Development Code have been updated, and several Town programs remain in place. She concluded that the Town is in good shape going into the next fiscal year.

Town Attorney Donald J. Doody read the Resolution by title only.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Andreano, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

II. ADOPTION OF FISCAL YEAR 2026 FINAL BUDGET

A. Resolution No. 2025-38 Consideration to Approve and Adopt the Final Budget for Fiscal Year 2025-2026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE TOWN FOR THE ENSUING YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Doody read the Resolution by title only.

At this time Mayor Miller opened the public hearing, which she closed upon receiving no input.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Andreano, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

III. PUBLIC COMMENTS

At this time Mayor Miller opened the public hearing, which she closed upon receiving no

input.

IV. ADJOURNMENT

Motion made by Commissioner Reiser, seconded by Commissioner Berman, to adjourn. In a roll call vote, the **motion** passed unanimously (5-0).

The meeting was adjourned at 5:18 p.m.

ADOPTED THIS _____ DAY OF _____, 2025.

By: _____
Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



TOWN OF HILLSBORO BEACH
 1210 HILLSBORO MILE
 HILLSBORO BEACH, FL 33062
RECEIVED

TOWN OF HILLSBORO BEACH
 1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
 PHONE (954) 427-4011 • FAX (954) 427-4834
www.townofhillsborobeach.com

SEP 02 2025
 [Handwritten signature]

DEVELOPMENT APPLICATION

Submittal Date: 09-02-25

Zoning Board Meeting Date: _____

Property Control # 4843 17 00 0160

Town Commission Meeting Date: _____

PROPERTY OWNER(S)		AUTHORIZED AGENT	
NAME: 1079 HILLSBORO MILE LLC		NAME: Bomar Builders, Inc.	
ADDRESS: 1079 Hillsboro Mile, Hillsboro Beach, FL 33062		ADDRESS: 230 S.W. Natura Avenue, Deerfield Beach, FL 33441	
PHONE:	CELL:	PHONE: 954-428-2522	CELL: 954-650-4682
E-MAIL eric@bhg-inc.com	FAX:	E-MAIL jamesw@bomarbuilders.com	FAX: 954-425-0024

APPLICANT'S CERTIFICATION

(I) Robert Mayer (owner), (architect) or (authorized agent) affirm and certify that I understand and will comply with all provisions and regulations of the Town of Hillsboro Beach Florida. I certify that all drawings and specifications for buildings or structures costing \$5,000 or over for commercial buildings or \$10,000 for residential building must be drawn or verified by a state registered architect or engineer and his seal of office imprinted thereon. Additionally, I certify that the drawings that the drawings and specifications show full compliance and do fully comply with the Zoning Code. I understand that if any drawings or specifications are not in full compliance, the application will be rejected. If approved by the Town, the aforementioned real property described herein will be considered, in every respect, to be a part of the Town of Hillsboro Beach and will be subjected to all applicable laws, regulations, taxes and police powers of the Town including the Comprehensive Plan and Zoning Code. I further certify that all statements and diagrams submitted herewith are true and accurate to the best of my knowledge and belief. Further, I understand that this Application and attachments become part of the Official Records of the Town of Hillsboro Beach, Florida, and are not returnable.

[Signature]
 Signature

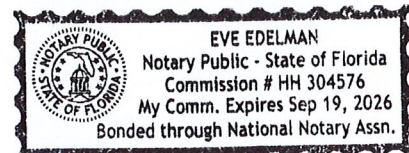
Robert Mayer
 Print Name

STATE OF FLORIDA, COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 02 day of September 20 25, by Robert Mayer as President for Bomar Builders, Inc.

Personally know or has produced identification _____. Type of Identification _____

[Signature]
 Notary Signature
 Eve Edelman
 Print Notary Name



CHECK BELOW WHERE APPLICABLE

	FINAL PLAT - \$1,000.00		REZONING - \$3,500.00
	LAND USE PLAN AMENDMENT - \$3,500.00	X	SITE PLAN REVIEW - \$2,000.00
	PRELIMINARY PLAT - \$1,000.00		VARIANCE - \$1,050.00

Hillsboro Beach Town Code Sec. 12.1.3d provides for the collection of service charges or fees, consultant review fees, etc. for the administrative processing and review of applications for development permits submitted to the Town for review and approval. The owner, architect or other authorized agents are urged to attend the Zoning Board of Appeals and Town Commission meetings. Each applicant must familiarize himself with the criteria and procedures. **If all required information is not presented with this application by the submittal date, the project will not be placed on the agenda for review and consideration.** PLEASE NOTE: THE FEES LISTED ABOVE ARE **ADMINISTRATIVE FEES ONLY**. YOU WILL BE BILLED BY THE TOWN OF HILLSBORO BEACH FOR ANY AND ALL ADDITIONAL EXPENSES WHICH WILL BE INCURRED BY THE TOWN THROUGH THE SERVICES OF THE TOWN ENGINEER/PLANNER, LEGAL ADVERTISING, REBUTTALS, CONSULTATION AS WELL AS POSTAGE FOR MAILINGS AND COURIER SERVICES RELATED TO YOUR PROJECT.

Items Required for Submittal: Must be submitted **30 days prior** to the Town Commission Meeting date.

1. This application and all applicable fees
2. Narrative letter describing the request
3. Letters from each adjoining property owners (with approvals, if possible) – Variance Application only
4. Approval letter from the Association and minutes (when applicable)
5. Agent’s authorization letter (when applicable)
6. 1 electronic copy and 2 signed and sealed – Plans are to be standard architectural size
7. 1 set of plans for the City of Deerfield Fire Inspector / Plans Examiner (when applicable)

Code References: (All sections are available for viewing and printing n the website)

- Chapter 12 – Division 1. General Provisions
- Chapter 12 – Division 2. Development Review Requirements
- Chapter 12 – Division 3. Platting and Subdivision Regulations
- Chapter 12 – Division 4. Site Plan Procedures & Requirements
- Chapter 12 – Division 5. Zoning

GENERAL DATA

Project Location: 1079 Hillsboro Mile, Hillsboro Beach, FL 33062 District: _____

Proposed Zoning: SFR

Existing Comprehensive Plan Designation: NA

Proposed Comprehensive Plan Designation: NA

Existing Land Use: SFR

Proposed Land Use: SFR

Total Site Area: 52,049 Sq. Ft. _____ Acres

Flood Zone Category: VE

Is site currently serviced by public water? Yes No

Is site currently serviced by public sewer? Yes No

Describe briefly the nature of any improvements presently located on the subject property. _____
New two (2) story SFR with pool, jacuzzi, garage, landscaping, etc.

Describe the type of operation or business proposed; or the proposed construction. NA

Estimated construction cost: 6,794,000.00

Describe in detail the phasing of the proposed development. _____
Construction to be continuous from the beginning until the end.

State the reasons or basis for the Approval request, and explain why this request is consistent with good planning and zoning practice, will not be contrary to the Town's Comprehensive Plan, and will not be detrimental to the promotion of public appearance, comfort, convenience, general welfare, good order, health, morals, prosperity, and safety of the Town. Additionally, all standards set forth in the Town Code of Ordinances must be addressed. (Attach a separate Justification Statement if insufficient space.)
This is only a two (2) story home and does not fill the entire buildable area. Allows for ample green space

Has any previous Application been filed within the last year in connection with the subject property?
Yes No If yes, briefly describe the nature of the Application. _____

Has a site plan been previously approved by the Town Commission for this property?
Yes No If yes, please note date of previous approval. _____

- (A) Every general contractor or other person being issued a building permit, shall deposit with the Town Clerk a bond in the amount of \$500 per each \$100,000 with a minimum of \$1,000 for any complete new building or an addition to existing building. The bond shall be in the form of a cashier's check.
- (B) By the deposit of the funds the contractor authorizes the Town of Hillsboro Beach, through its proper officials, to expend all or any portion of the bond to effect cleanup, during and after construction, if not satisfactorily performed by the contractor or person. Subsequent to the satisfactory cleanup of the vicinity of the construction, unused funds in whole or in part will be refunded to the contractor or person.
- (C) (1) It shall be the duty of the general contractor or other person receiving the permit to see that the premises and adjoining public areas shall be policed at all times during and after construction to prevent debris from being discarded on adjoining properties.
(2) The DRO or the DRO's designate shall certify in writing to the Town Commission his or her determination and recommendation. The building plans and specifications shall be approved by the Town Commission prior to the issuance of a building permit. (1976 Code, CH. 12, Div. 5, Art. XV § 9)

PLEASE CHECK WITH THE BANK FOR THE LOCATION OF THE CHECKS. THE CHECKS ARE KEPT IN THE FILED IN THE ORDER OF THE DATE OF THE CHECKS.

RECEIVED

SEP 02 2025

9210

Bomar Builders, Inc.
230 SW Natura Avenue
Deerfield Beach, FL 33441

NORTHERN TRUST
THE NORTHERN TRUST COMPANY
63-965/660

EZShield™ Check Fraud Protection for Business

	DATE	AMOUNT
	09/02/2025	\$ *2,000.00

PAY **EXACTLY TWO THOUSAND DOLLARS**

TO THE ORDER OF: **Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062**

AUTHORIZED SIGNATURE



Bomar Builders, Inc. - 1254

9210

Check#: 9210

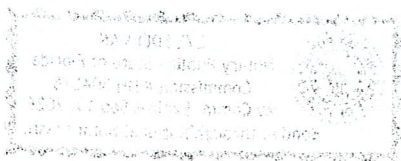
Date: 09/02/2025

Amount: 2,000.00

Vendor: 1150 Town of Hillsboro Beach

Invoice#	Invoice Date	Job/Description	Balance	Retain	Discount	This Check
1079-090225	09/02/2025	21001079 1079 Hillsb	2,000.00			2,000.00

Site Plan Review





Gabriel Lopez Architect, PA Gabriel Lopez

SITE PLANS

**1079 Hillsboro Mile
Hillsboro Beach, FL 33062**

GARAGE NOTE:
 1. CONTRACTOR SHALL POST PERMANENT SIGN IN GARAGE WITH 1/2" LETTER ON THE INSIDE FACE OF ANY ONE DOOR TO THE OUTSIDE READING: "DANGER! DO NOT OPERATE ENGINES WITH DOOR CLOSED. CARBON MONOXIDE EMISSIONS ARE LETHAL."
 2. PROVIDE 60 SQ. INCHES OF SCREENED VENT AT GARAGE DOOR FOR ONE CAR AND 120 SQ. INCHES FOR TWO CARS ETC. GARAGE VENTS SHALL BE LOCATED WITHIN 7' OF THE GARAGE HIGHEST FINISH FLOOR.

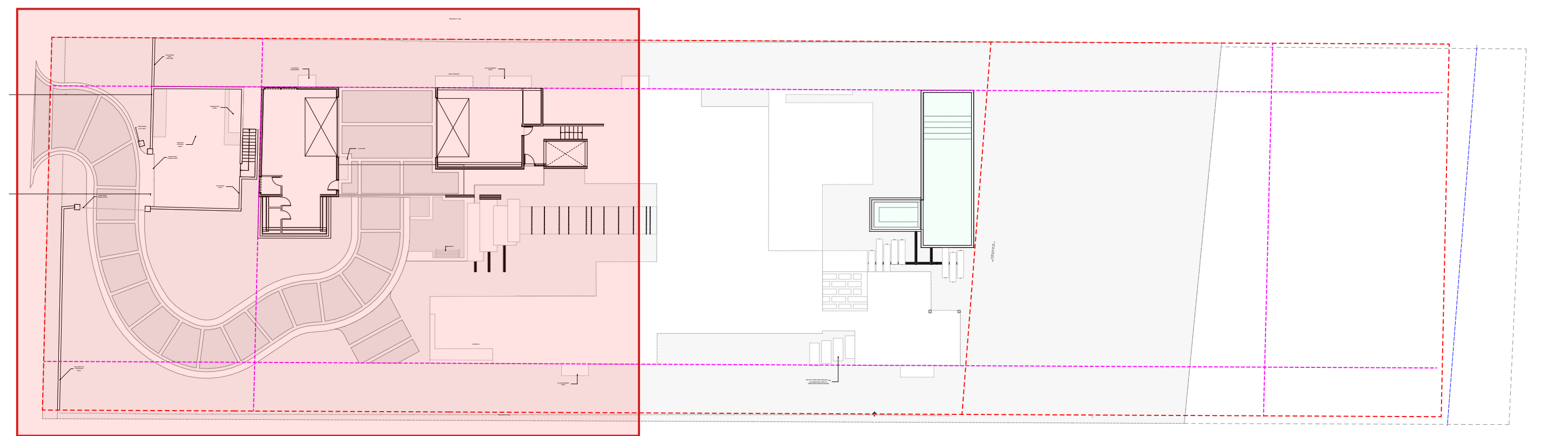
SOIL COMPACTION NOTE:
 4" THICK CONCRETE SLAB-ON-GROUND REIN. W/ 6X6 - W1. 4X4 W.W.F. AT MID-DEPTH OVER 6 MIL VAPOR BARRIER ON SUPERVISED COMPACTED FILL. FILL SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR DENSITY TEST IN ACCORDANCE WITH ASTM-D 1556 AND ASTM-D-1557. SOIL COMPACTION SHALL BE SUPERVISED BY A FLORIDA REGISTERED GEOTECHNICAL ENGINEER (TYPE) SEE STRUCT PLAN S-1 AND THE ATTACHED SOIL REPORT FOR DETAILS.

FIRE-STOPS:
 FIRE-STOPPING SHALL BE PROVIDED TO CUT OFF ALL CONCEALED DRAFT SPACES BOTH VERTICAL AND HORIZONTAL.
 FIRE-STOPPING SHALL BE INSTALLED IN WOOD FRAME CONSTRUCTION IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS INCLUDING FURRED SPACES AT CEILING AND FLOOR LEVELS TO LIMIT THE MAXIMUM DIMENSION OF ANY CONCEALED SPACE TO 8 FEET IN CONCEALED SPACES BETWEEN STAIR STRINGERS AT LEAST ONCE IN THE MIDDLE OF EACH RUN, AT THE TOP AND BOTTOM, AND BETWEEN STUDS ALONG AND IN LINE WITH ADJACENT RUN OF STAIRS OF THE RUN.

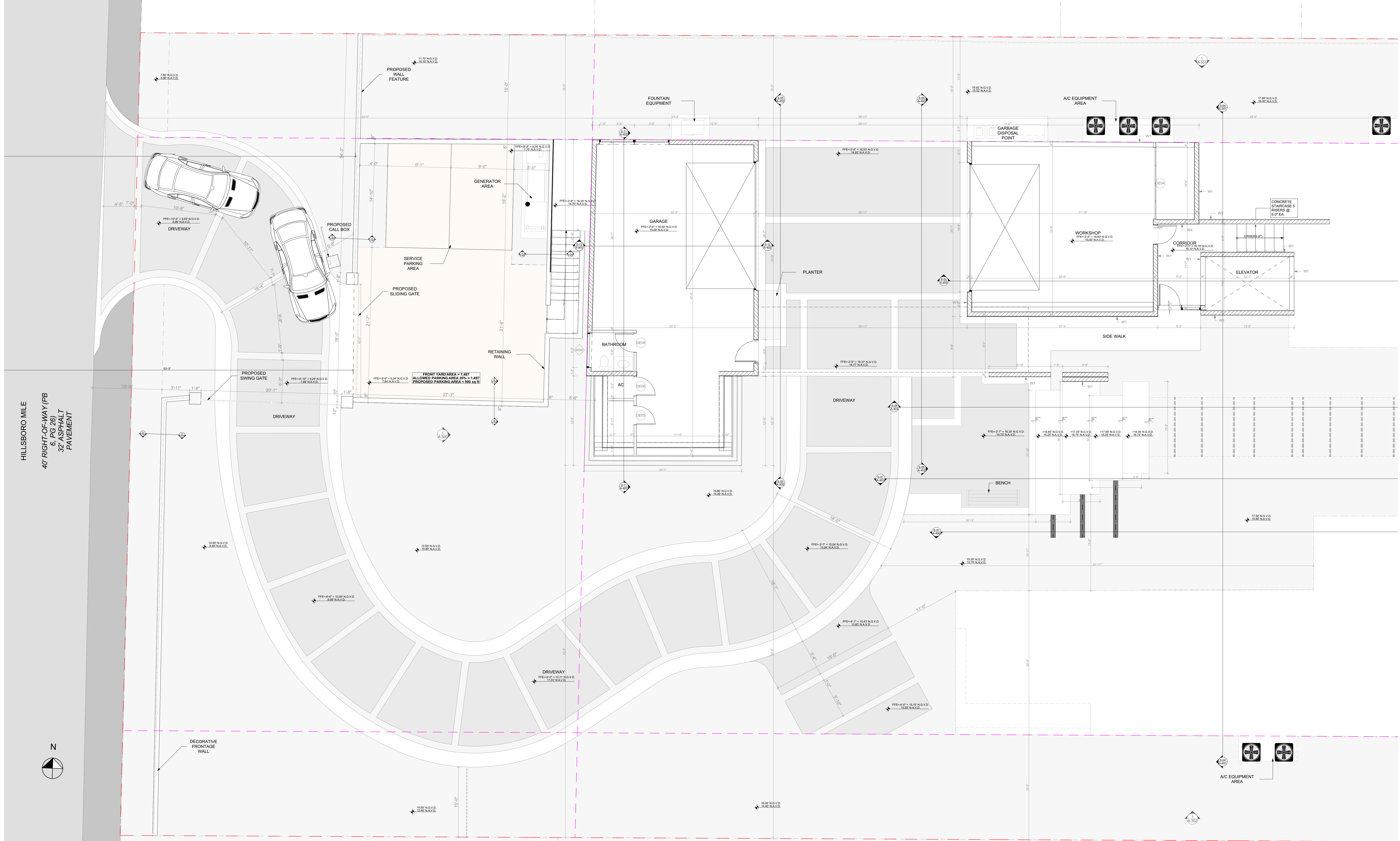
TERMITE PROTECTION:
 TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMITICIDES OR OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED FOR USE AS A PREVENTATIVE TREATMENT TO NEW CONSTRUCTION. IF SOIL TREATMENT IS USED FOR SUBTERRANEAN TERMITE PREVENTION, THE INITIAL CHEMICAL SOIL TREATMENT INSIDE THE FOUNDATION PERIMETER SHALL BE DONE AFTER ALL EXCAVATION, BACKFILLING AND COMPACTION IS COMPLETE. UPON COMPLETION OF THE TERMITE PROTECTIVE TREATMENT, A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."

BATHTUB AND SHOWER SPACES:
 BATHTUB AND SHOWER FLOORS AND WALLS ABOVE BATHTUBS WITH INSTALLED SHOWER HEADS AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONABSORBENT SURFACE. SUCH WALL SURFACES SHALL EXTEND TO A HEIGHT OF NOT LESS THAN 6 FEET (1829 MM) ABOVE THE FLOOR. MOISTURE RESISTANT GYPSUM BOARD (GREEN BOARD) SHALL NOT BE USED AS A BACKER BOARD DIRECTLY BEHIND TUB TILES OR SHOWER AREAS.

INTERIOR FINISHES NOTES:
 ALL INTERIOR FINISHES (WALLS, CEILINGS, ETC.) INCLUDING WOOD, SHALL HAVE A MINIMUM FLAME SPREAD RATING OF CLASS "B" OR "C" PROVIDED BY THE MANUFACTURER AS PER F.B.C. 2014 803.1.1



2 SCHEMATIC PLAN - GROUND FLOOR
 1/32" = 1'-0"



1 GROUND FLOOR
 3/16" = 1'-0"

GABRIEL LOPEZ ARCHITECT, PA
 PLANNING, ARCHITECTURE, INTERIOR DESIGN
 TEL: 786.391.1989
 gl@gabrielopezarchitect.com
 2100 CORAL WAY, SUITE 600, MIAMI, FL, 33145

CONSULTANTS

CASTRO HOUSE
NEW TWO STORY HOUSE
 1079 Hillsboro Mile LLC
 1079 HILLSBORO MILE HILLSBORO BEACH 33062-2166

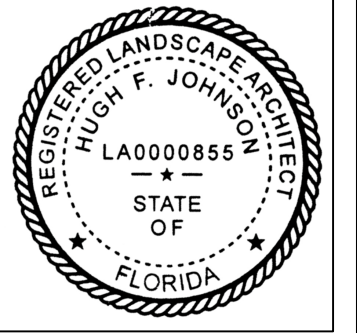
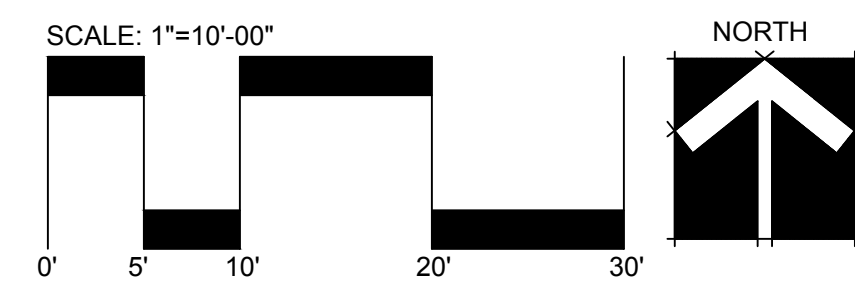
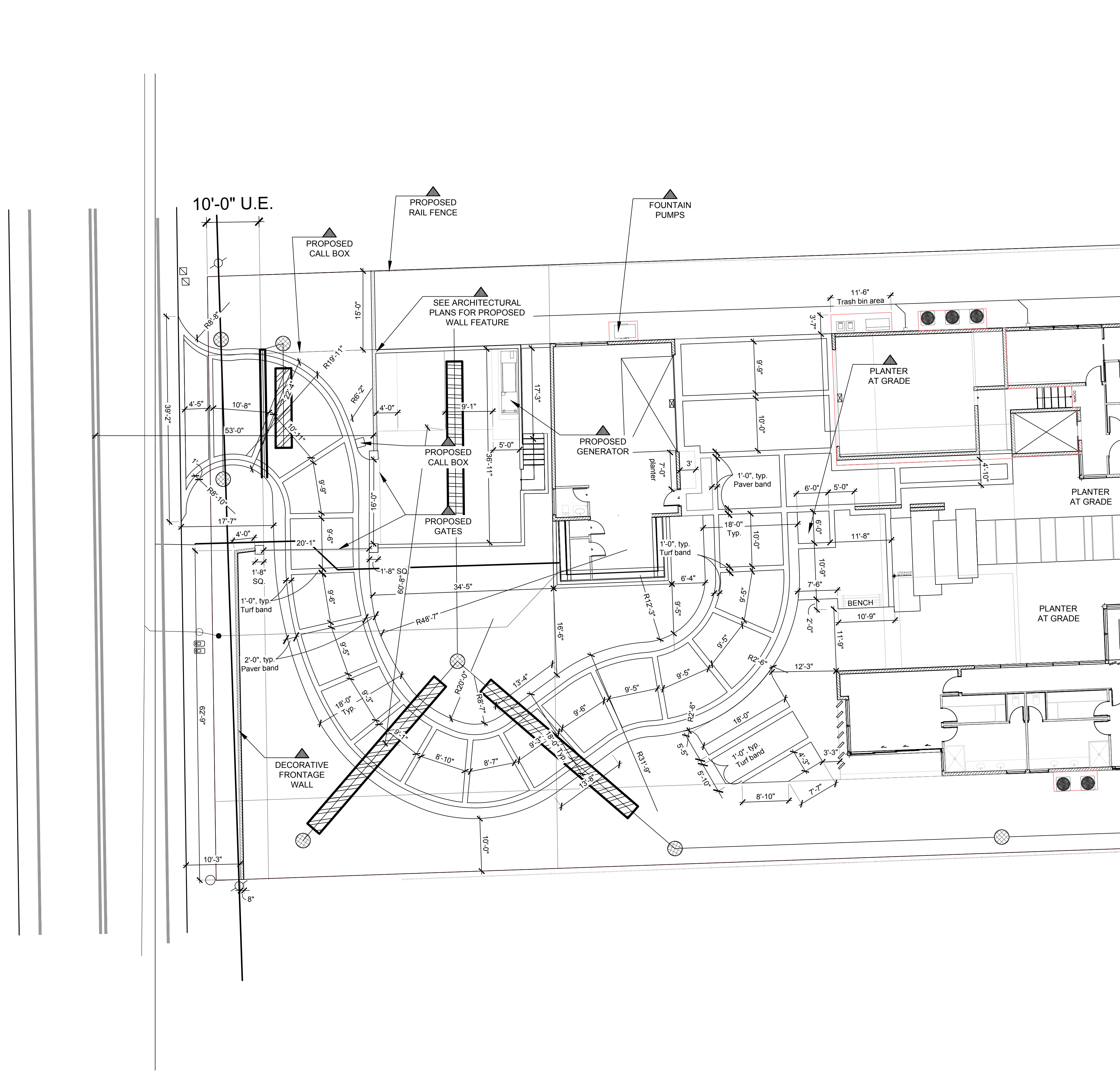
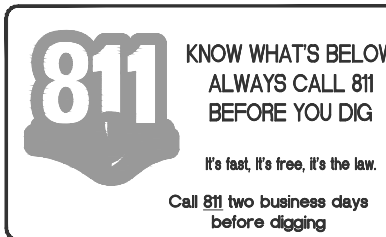
MARK	DATE	DESCRIPTION

DRAWING BY : LEONARDO BONILLA
 SCALE :
 DATE : 01/11/2023
 PROJECT NO : 2116
 PHASE : CONST. DOCS.
 CHECKED BY :
 CHECKED ON :

GROUND FLOOR

A-200
 ARCHITECT:
 GABRIEL LOPEZ
 ARS4243

PLEASE CONTACT THE ARCHITECT IF THERE IS ANY DISCREPANCY IN THE DRAWINGS.



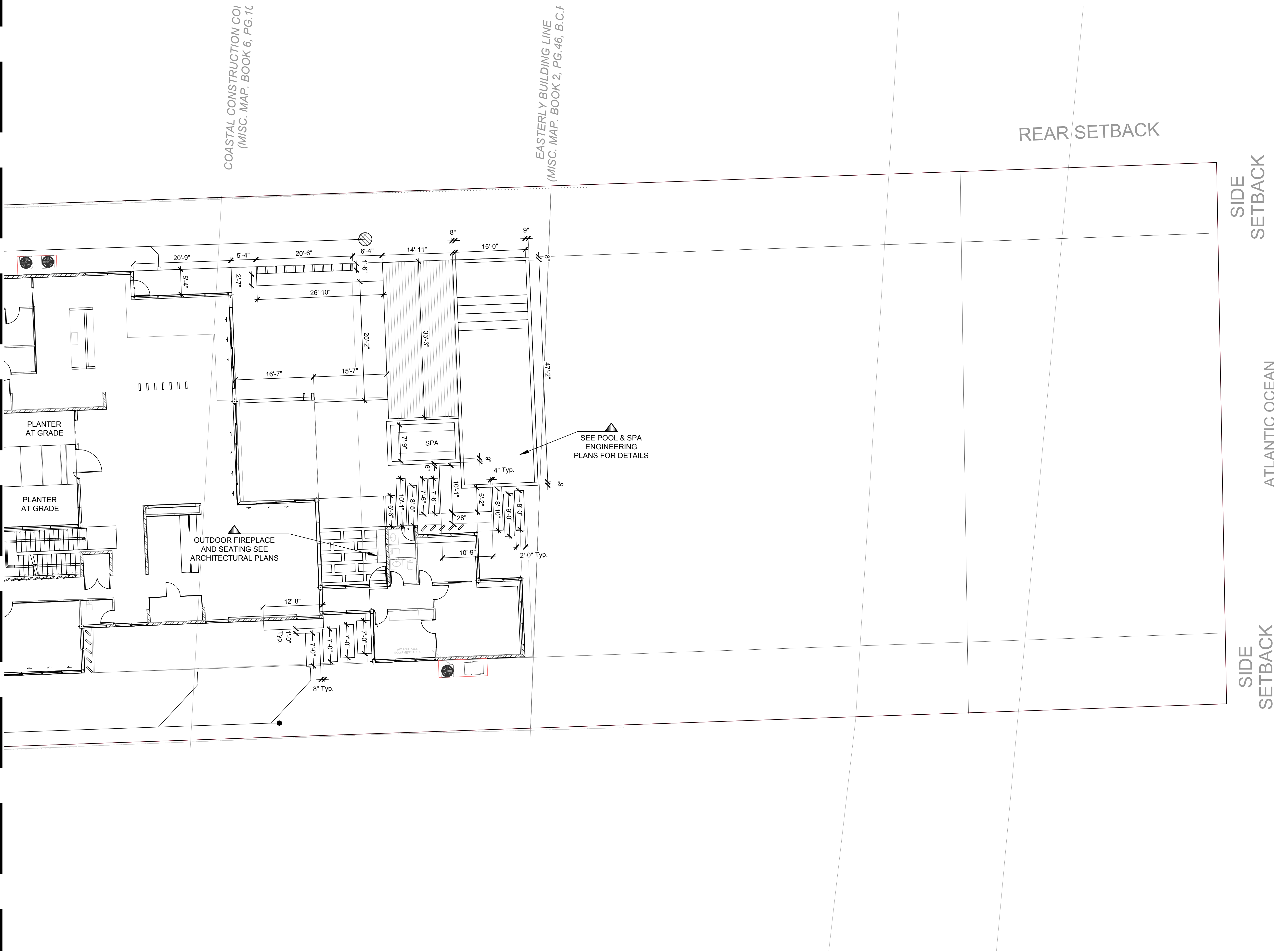
Site Update: 11-11-2023
 Site Update: 01-10-2023
 Revision Dates

SUBMITTAL SET
The Castro Residence
 1079 HILLSBORO MILE
 HILLSBORO BEACH, FLORIDA

Sheet Description	HARDSCAPE DIMENSIONS PLAN
Release Date	08-02-22
Project Number	2205
Drawing Number	L-101
Sheet 2 of 2	



MATCH LINE SHEET L-101 TO L-100



COASTAL CONSTRUCTION COI
(MISC. MAP. BOOK 6, PG. 11)

EASTERLY BUILDING LINE
(MISC. MAP. BOOK 2, PG. 46, B.C.F)

REAR SETBACK

SIDE SETBACK

ATLANTIC OCEAN

SIDE SETBACK

SUBMITTAL SET

The Castro Residence

1079 HILLSBORO MILE
HILLSBORO BEACH, FLORIDA

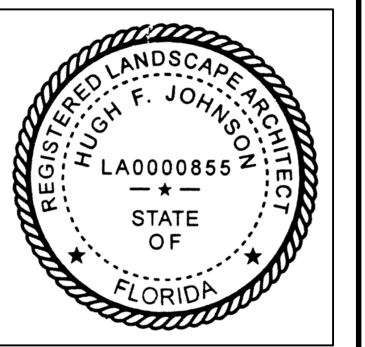
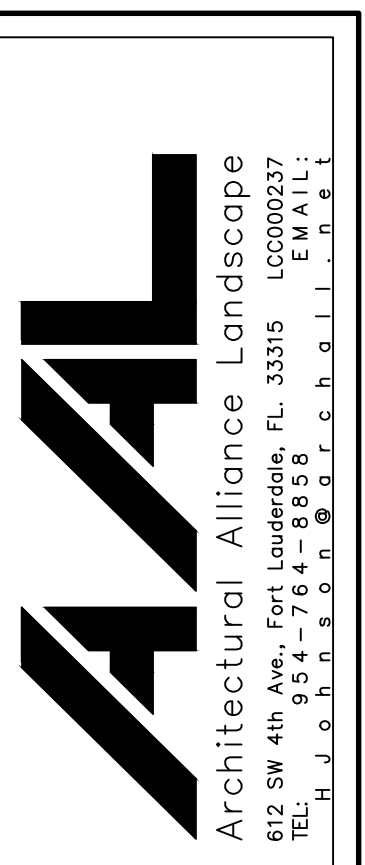
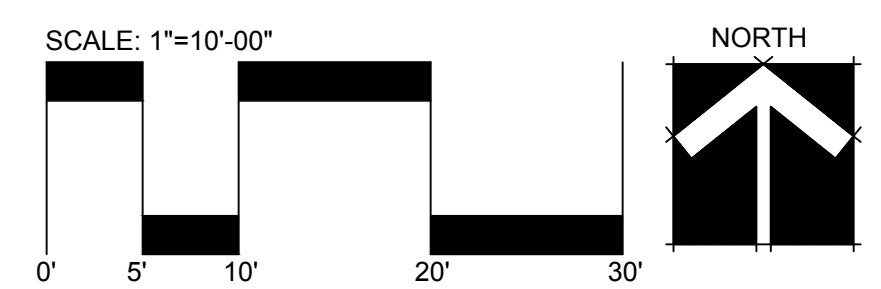
Sheet Description
HARDSCAPE
DIMENSIONS
PLAN

Release Date
08-02-22

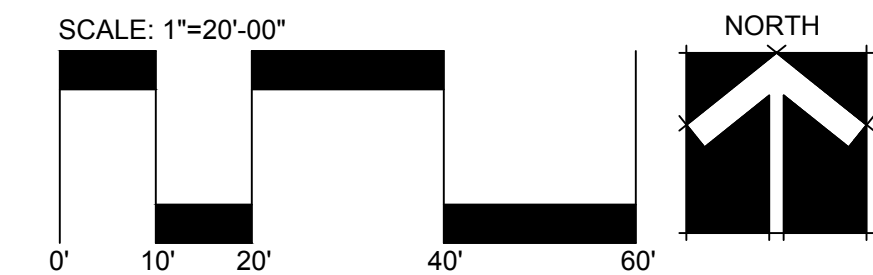
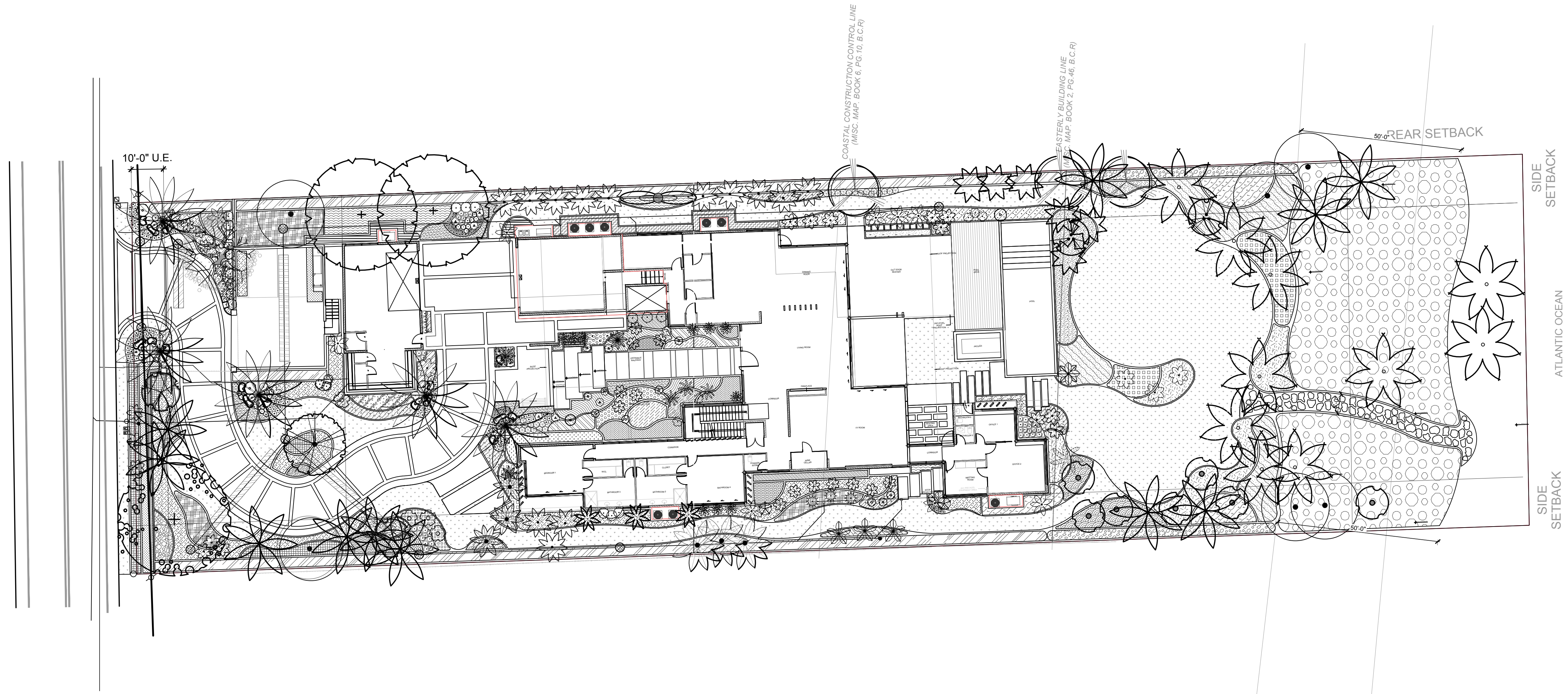
Project Number
2205

Drawing Number
L-101

Sheet 2 of 2



Site Update: 11-11-2023
Site Update: 01-10-2023
Revision Dates



Sheet Description
OVERALL
LANDSCAPE
PLAN

Release Date
08-02-22

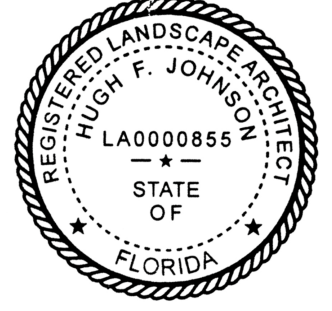
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2205

Drawing Number
L-210

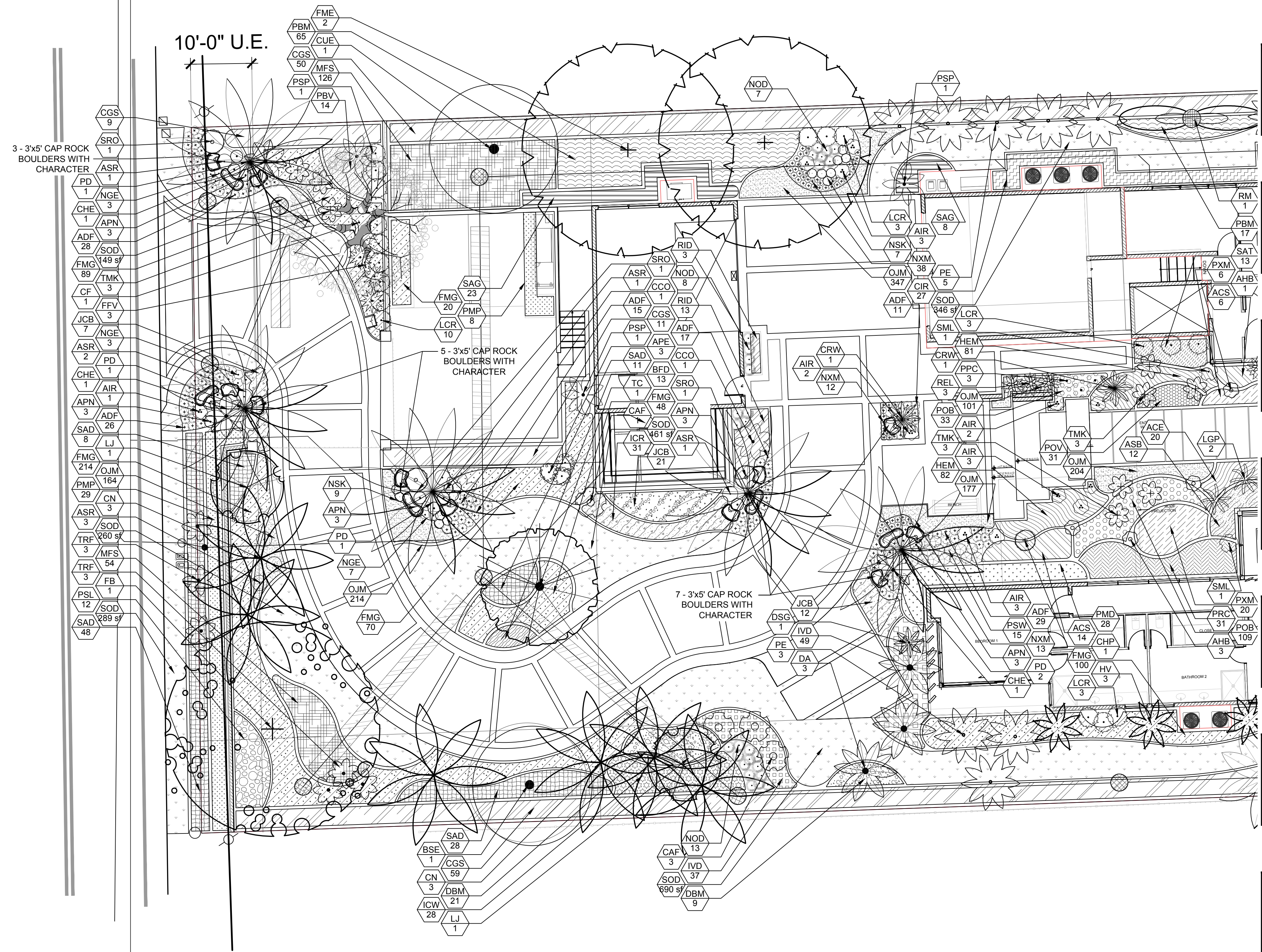
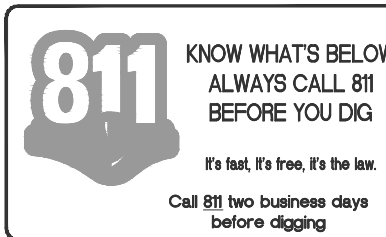
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SUBMITTAL SET
The Castro Residence
1079 HILLSBORO MILE
HILLSBORO BEACH, FLORIDA

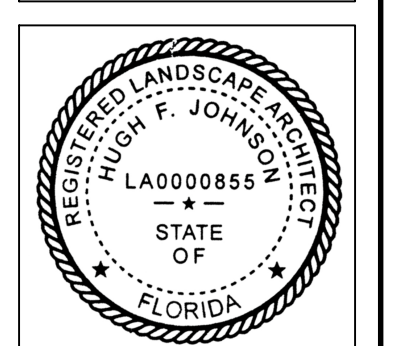
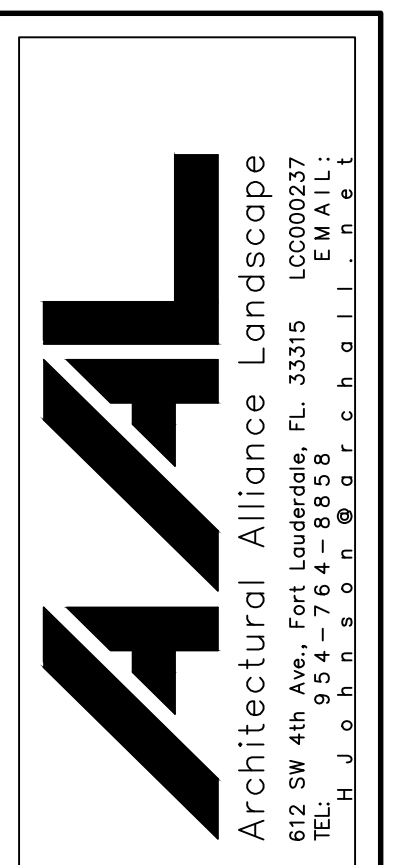
Site Update: 01/10/2023
Revision Dates



AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL 33315
TEL: 954-784-8858 FAX: 954-784-8859
E-MAIL: info@aal.com



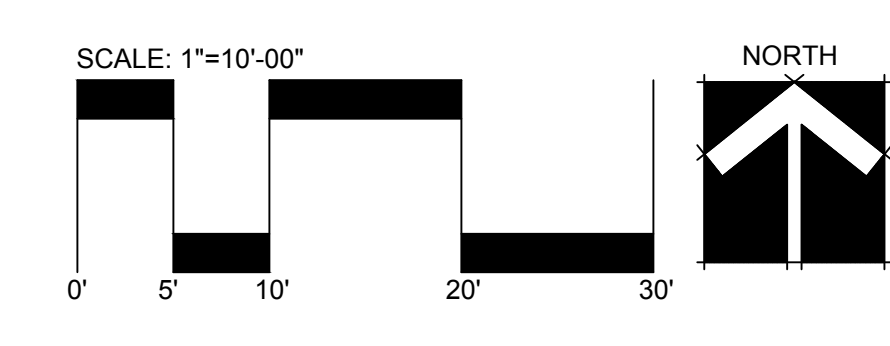
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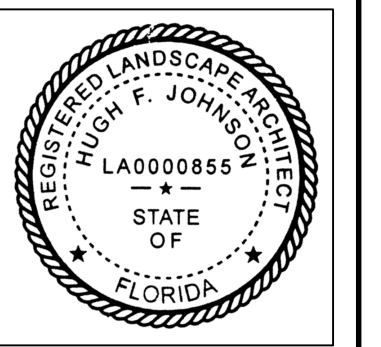
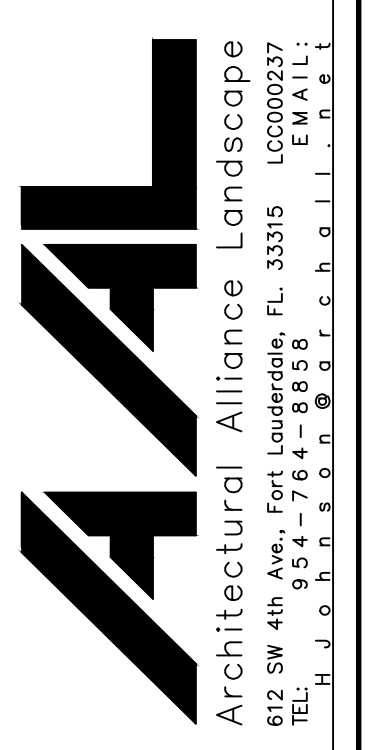
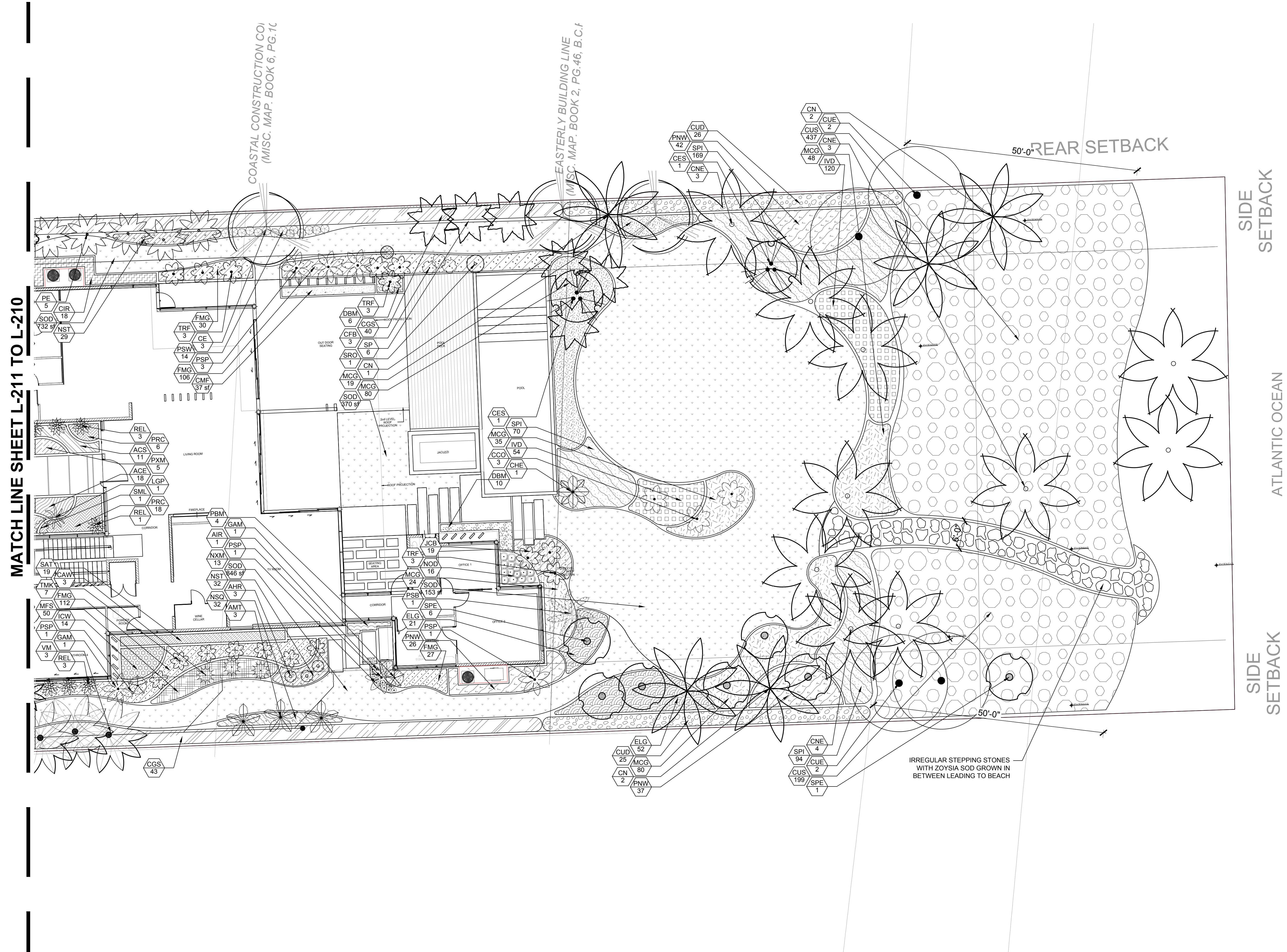
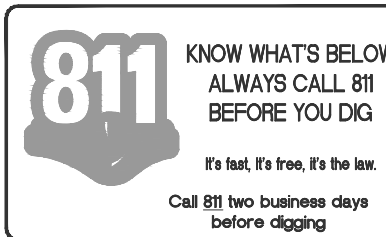


Revision Dates

SUBMITTAL SET
The Castro Residence
1079 HILLSBORO MILE
HILLSBORO BEACH, FLORIDA

Sheet Description	LANDSCAPE PLAN
Release Date	08-02-22
Project Number	2205
Drawing Number	L-211
Sheet 2 of 5	

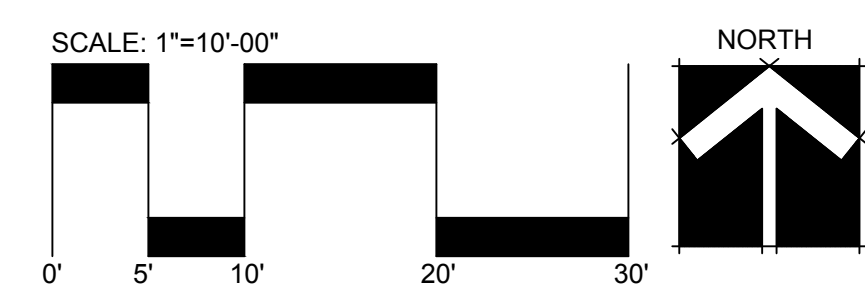




REVISION DATES
 11/11/2020
 01/10/2023

SUBMITTAL SET
The Castro Residence
 1079 HILLSBORO MILE
 HILLSBORO BEACH, FLORIDA

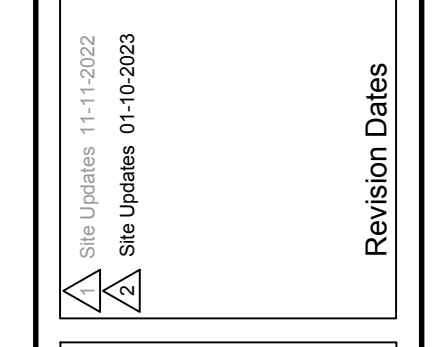
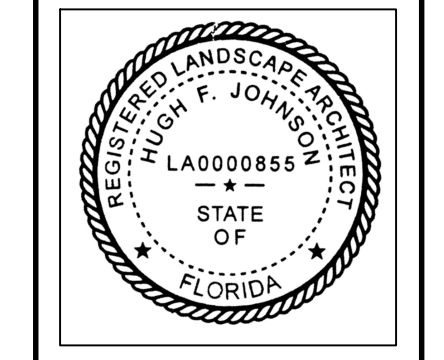
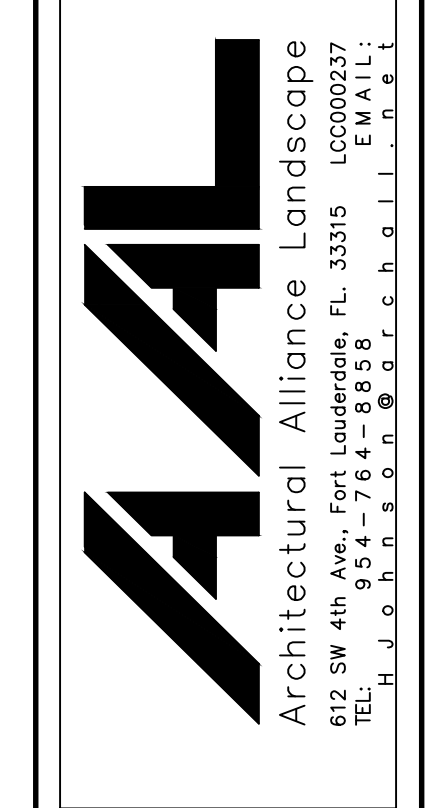
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Release Date	08-02-22
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PLANT SCHEDULE CASTRO RESIDENCE									
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	
CE	3	CONOCARPUS ERECTUS	BUTTONWOOD	B & B FIELD GROWN	3" CAL	14' HT. X 8' SPR. X 6' C.T.	YES	HIGH	
CES	2	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD	B & B FIELD GROWN	3" CAL	10'-12' OA, TRIPLE TRUNKS	YES	HIGH	
FB	1	FICUS BENGHALENSIS	INDIAN BANYAN	B & B FIELD GROWN	3" CAL	16'-18" H. X 8' SPR., 8CT	NO	HIGH	
LJ	2	LIGUSTRUM JAPONICUM	TREE LIGUSTRUM	B & B FIELD GROWN	MULTI STEM	10' HT. X 8' SPR., 4"-6" CAL.	NO	MEDIUM	
RM	1	RAVENALA MADAGASCARIENSIS	TRAVELER'S TREE	B & B FIELD GROWN	SPECIMENS	16'-18" MULTI-TRUNK, FULL	NO	HIGH	
EXISTING PALMS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	
CNE	10	COCCOS NUCIFERA	COCONUT PALM 'GREEN MALAYAN'	EXISTING		VARIABLES	NO	HIGH	
SPE	7	SABAL PALMETTO	CABBAGE PALMETTO	EXISTING		VARIABLES	YES	HIGH	
EXISTING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	
BSE	1	BURSERIA SIMARUBA	GUMBO LIMBO	EXISTING		VARIABLES	YES	HIGH	
CUE	5	COCCOLOBA UVIFERA	SEA GRAPE	EXISTING		VARIABLES	YES	HIGH	
FME	2	FICUS MICROCARPA	INDIAN LAUREL FIG	EXISTING		VARIABLES	NO	HIGH	
FLOWERING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	
CF	1	CEIBA SPECIOSA	FLOSS SILK TREE	B & B FIELD GROWN	4" CAL	14' HT. X 5' SPD., 5' CT. STD	NO	HIGH	
TC	1	TABEBUIA CARAIBA	SILVER TRUMPET	B & B FIELD GROWN	4" CAL	12-14' OA., 5+ CT., 6' SPD., MATCHED	NO	HIGH	
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	
CN	11	COCCOS NUCIFERA	COCONUT PALM 'PANAMA TALL'	B & B FIELD GROWN		10' CT HEAVY MATCHED	NO	HIGH	
DA	3	DICTYOSPERMA ALBUM	PRINCESS PALM	B & B FIELD GROWN		8'-10' OA. HEAVY	NO	HIGH	
HV	3	HYOPHORBE VERSCHAFFELTII	SPINDLE PALM	B & B FIELD GROWN		8' OA. SINGLE HEAVY	NO	HIGH	
PD	5	PHOENIX DACTYLIFERA 'MEDJOO'	MEDJOO DATE PALM	B & B FIELD GROWN		14' CT. NUT INCLUDED, MATCHED	NO	HIGH	
PSB	1	PSEUDOPHOENIX SARGENTII	BUCCANEER PALM	-	SPECIMENS	6'-8' OA.	YES	HIGH	
PE	13	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	B & B FIELD GROWN	3" CAL	10'-12' OA. SINGLE	NO	HIGH	
SP	6	SABAL PALMETTO	CABBAGE PALMETTO	B & B FIELD GROWN		14'-20' OA. VARY HEIGHTS	YES	HIGH	
VM	3	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	B & B FIELD GROWN		7' GW., MATCHED	NO	MEDIUM	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	
ADF	126	ASPARAGUS DENISFLORUS 'MYERS'	MYERS ASPARAGUS	3 GAL		18"X18"	NO	HIGH	
NOD	44	NERIUM OLEANDER 'PETITE SALMON'	OLEANDER	-		20"X20" OA.	NO	HIGH	
PSW	29	PENNISETUM SETACEUM 'WHITE'	WHITE FOUNTAIN GRASS	3 GAL		18"X18"	NO	HIGH	
PPC	3	PHILODENDRON PINNATIFIDUM	COMB LEAF PHILODENDRON	-		20"X20" OA.	NO	MEDIUM	
ACCENT PLANT	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	
AFN	15	AECHMEA X 'PINDOT NOIR'	PINDOT NOIR BROMELIAD	-	SPECIMEN	24" OA.	NO	HIGH	
AIR	15	ALCANTAREA IMPERIALIS 'RUBRA'	RED IMPERIAL BROMELIAD	-	SPECIMEN	30-36" OA.	NO	HIGH	
APE	3	ALPINA PURPURATA 'EILEEN McDONALD'	PINK GINGER	-	MULTI-STEM	30" O.A., SPECIMEN	NO	MEDIUM	
ASR	8	ANDROPOLIS SKINERII RED TIP BROMELIAD	RED ANDROPOLIS	-	SPECIMEN	30-36"	NO	HIGH	
AHB	4	ANTHURIUM HOOKERI	BIRDSNEST ANTHURIUM	-		30" O.A., SPECIMEN	NO	MEDIUM	
AHR	3	ANTHURIUM HOOKERI 'RUFFLES'	RUFFLES BIRDSNEST ANTHURIUM	-		24-28" OA.	NO	MEDIUM	
CHP	1	CALLIANDRA HAEMATOCEPHALA	PINK POWDER PUFF	-		5-6' OA., STANDARD	NO	MEDIUM	
CFB	3	CORDYLINE FRUTICOSA 'BLACK MAGIC'	BLACK MAGIC TI	-	MULTI-STEM	24-28" OA.	NO	HIGH	
CAW	3	CRINUM ASIATICUM	WHITE CRINUM LILY	-		36" SPECIMEN	NO	HIGH	
FFV	3	FURCRAEA FOETIDA 'VARIEGATA'	VARIABLED FALSE AGAVE	-		36" SPECIMEN	NO	HIGH	
GAM	2	GARDENIA AUGUSTA 'MIAMI SUPREME'	MIAMI SUPREME GARDENIA	-		5-6' OA., STANDARD	NO	MEDIUM	
LGR	19	LEEA COCCINEA 'RUBRA'	RED LEEA	-	MULTI-STEM	48" OA., FULL TO BASE	NO	MEDIUM	
NGE	13	NEOREGELIA X 'GREEN EYES'	NEOREGELIA BROMELIAD	-		12" X 12" OA.	NO	HIGH	
NXM	76	NEOREGELIA X 'MONEY'	MONEY BROMELIAD	-		10" OA.	NO	HIGH	
NSK	16	NEOREGELIA X 'SUNKIST'	SUNKIST BROMELIAD	-		14" OA.	NO	HIGH	
SML	3	SPATHIPHYLUM X 'MAUNA LOA'	MAUNA LOA PEACE LILY	-	SPECIMEN	36" HT FULL	NO	MEDIUM	
SRO	4	STRELITZIA REGINAE	BIRD OF PARADISE	-		36" SPECIMEN	NO	HIGH	
PALMS & CYCADS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	
AMT	3	ADONIDIA MERRILLII	MANILA PALM	-	SPECIMEN	8' OA., TRIPLES - MATCHED	NO	HIGH	
CHE	4	CHAMAEROPS HUMILIS CERIFERA 'SILVER SELECT'	SILVER MEDITERRANEAN FAN PALM	-	MULTI-STEM	5' OA., SPECIMEN, MATCHED	NO	HIGH	
CAF	4	COCCOHRINAX ARGENTATA	FLORIDA SILVER PALM	-	SPECIMEN	5' OA., SPECIMEN, MATCHED	YES	HIGH	
CCO	5	COCCOHRINAX CRINITA	OLD MAN PALM	-		5' OA., SPECIMEN, MATCHED	NO	HIGH	
CRW	2	CYRTOSTACHYS RENDA	SEALING WAX PALM	-	MULTI-STEM	6' + OA., SPECIMEN	NO	MEDIUM	
DSG	1	DIDON SPINULOSUM	CYCAD	-	SPECIMEN	42" OA., FULL TO BASE	NO	HIGH	
LGP	3	LICUALA GRANDIS	LICUALA PALM	-	SPECIMEN	4' OA.	NO	MEDIUM	
PSP	9	PTYCHOSPERMA SCHEFFERI	SCHIEFFER'S PALM	-	MULTI-STEM	7-8' OA., MULTI-STEMMED - TREETOP UP	NO	HIGH	
REL	10	RHAPIS EXCELSA	LADY PALM	-	SPECIMEN	6' OA., FULL TO BASE	NO	MEDIUM	
TMK	16	THRINAX MORRISII	KEY THATCH PALM	-	SPECIMEN	4' OA.	YES	HIGH	
TRF	15	THRINAX RADIATA	FLORIDA THATCH PALM	-		5' OA., SPECIMEN, MATCHED	YES	HIGH	
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
CIR	45	CHRYSOBALANUS ICACO 'REDTIP'	RED TIP COCOPLUM	-		20" HT X 20" SPR	YES	MEDIUM	24" o.c.
CGS	212	CLUSIA GUTTIFERA	SMALL-LEAF CLUSIA	-		48" HT. X 30" SPR	YES	HIGH	36" o.c.
CUS	636	COCCOLOBA UVIFERA	SEA GRAPE	-		30" HT. X 30" SPR	YES	HIGH	36" o.c.
CUD	51	COCCOLOBA UVIFERA X DIVERSIFOLIA	HYBRID SEA PLUM	-		48" HT. X 30" SPR	YES	HIGH	36" o.c.
ICW	42	IXORA COCCINEA 'FRANKIE HIPP'	WHITE BLOOMING IXORA	-		20" HT X 20" SPR	NO	MEDIUM	24" o.c.
PBV	14	PANDANUS BAPTISTII 'VARIEGATED'	DWARF VARIEGATED PANDANUS	-		18" HT X 18" SPR	NO	HIGH	24" o.c.
PSL	12	PHILODENDRON SELLOUM	TREE PHILODENDRON	-		24" HT X 24" SPR	NO	MEDIUM	30" o.c.
PBM	86	PHILODENDRON X 'BURL MARX'	PHILODENDRON	-		12" HT X 12" SPR	NO	MEDIUM	24" o.c.
PRC	55	PHILODENDRON X 'ROJO CONGO'	ROJO CONGO PHILODENDRON	-		20" HT X 20" SPR	NO	MEDIUM	24" o.c.
PXM	31	PHILODENDRON X 'MOONLIGHT'	MOONLIGHT PHILODENDRON	-		16" HT X 16" SPR	NO	MEDIUM	24" o.c.
PWD	28	PODOCARPUS MACROPHYLLUS 'DWARF PRINGLES'	DWARF PODOCARPUS	-		20" HT X 20" SPR	NO	HIGH	24" o.c.
PMP	37	PODOCARPUS MACROPHYLLUS	PODOCARPUS	-		30" HT. X 30" SPR, FULL TO BASE	NO	MEDIUM	30" o.c.
PNW	105	PSYCHOTRIA NERVOSA	WILD COFFEE	-		20" HT X 20" SPR	YES	HIGH	24" o.c.
SAG	31	SCHIEFFERA ARBORICOLA 'DWARF'	DWARF SCHIEFFERA	-		24" HT X 24" SPR	NO	HIGH	24" o.c.
SAT	32	SCHIEFFERA ARBORICOLA 'TRINETTE'	SCHIEFFERA	-		20" HT X 20" SPR	NO	HIGH	24" o.c.
SAD	95	SCHIEFFERA ARBORICOLA 'DAZZLE'	DAZZLE SCHIEFFERA	-		20" HT X 20" SPR	NO	HIGH	24" o.c.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
ACE	38	AGLAONEMA COMMUTATUM 'EMERALD BEAUTY'	EMERALD BEAUTY CHINESE EVERGREEN	-		6" HT X 8" SPR	NO	MEDIUM	16" o.c.
ASB	12	AGLAONEMA COMMUTATUM 'SILVER BAY'	SILVER BAY CHINESE EVERGREEN	-		20"X20" FULL TO BASE	NO	MEDIUM	24" o.c.
ACS	31	AGLAONEMA COMMUTATUM 'SILVER QUEEN'	SILVER QUEEN CHINESE EVERGREEN	-		12" HT. X 12" SPR.	NO	MEDIUM	24" o.c.
BFD	13	BULBINE FRUTESCENS	STALKED BULBINE	-		12" HT FULL	NO	HIGH	16" o.c.
CMF	37 SF	CARMONA MICROPHYLLA	FUJIAN TEA	-		14" HT X 16" SPR	NO	HIGH	
ELG	73	ERNODEA LITTORALIS	GOLDEN CREEPER	-		12" H X 16" SPR	YES	HIGH	24" o.c.
FMG	816	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS	-		12" H X 16" SPR	NO	HIGH	18" o.c.
HFM	163	HEMIGRAPHIS ALTERNATA 'EXOTICA'	LARGE LEAF WAFFLE PLANT	-		4" HT X 12" SPR @	NO	MEDIUM	12" o.c.
IWD	260	ILEX VOMITORIA 'STOKES DWARF'	DWARF YALPOM HOLLY	-		6" HT X 12" SPR @	YES	HIGH	18" o.c.
ICR	31	IXORA COCCINEA 'PETITIE RED'	DWARF RED IXORA	-		12" HT. X 12" SPR.	NO	MEDIUM	18" o.c.
JCB	59	JUNIPERUS CONFERTA	SHORE JUNIPER	-		4" HT X 12" SPR @	NO	HIGH	24" o.c.
MFS	230	MICROSORUM SCOLOPENDRUM	WART FERN	-		6" HT. X 12" SPR.	NO	MEDIUM	18" o.c.
NSQ	32	NEOREGELIA X 'TEQUILA'	TEQUILA BROMELIAD	-		12" HT. X 12" SPR.	NO	HIGH	16" o.c.
NST	61	NEOREGELIA X 'TOSSED SALAD'	TOSSED SALAD BROMELIAD	-		12" HT. X 12" SPR.	NO	HIGH	16" o.c.
OJM	1,207	OPHIPOGON JAPONICUS	MONDO GRASS	-		4" HT.	NO	MEDIUM	6" o.c.
POB	142	PEPEROMIA OBTUSIFOLIA	BABY RUBBER PLANT	-		6" HT X 8" SPR	YES	MEDIUM	12" o.c.
POV	31	PEPEROMIA OBTUSIFOLIA 'VARIEGATA'	VARIABLED BABY RUBBER PLANT	-		6" HT. X 12" SPR.	YES	MEDIUM	12" o.c.
RID	16	RAPHIOLIS INDICA 'DWARF'	DWARF PINK INDIA HAWTHORN	-		14" HT X 16" SPR	NO	HIGH	24" o.c.
SPI	333	SCAEVOLA PLUMIERI	INKBERRY	-		14" H. X 12. SPR.	YES	HIGH	20" o.c.
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
SOD	8,296 SF	ZOYSIA X 'EMPIRE'	EMPIRE ZOYSIA	-		PALLET	NO	MEDIUM	
TALL GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
DBM	46	DIETES BICOLOR 'MORAEA'	FORTNIGHT LILY	-		18" HT X 18" SPR	NO	HIGH	24" o.c.
MCG	286	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	-		20" HT. X 20" SPR.	YES	HIGH	24" o.c.

TOWN OF HILLSBORO BEACH PLANTING CALCULATIONS

Landscape Requirements: Single Family		Required	Provided
Yard Areas: Lots > 8,000 s.f. : 2 Trees & 10 Shrubs for first 8,000 s.f. Plus One Tree & 6 Shrubs for every 3,000 additional s.f. (Max 10 trees per acre)			
Lot Area = 49,593 (1.38 Acres)	= 11 Trees = 94 Shrubs	11 94	20+ 400+
Total Tree Requirement:		11	20+
50 % Required Native Plant Material			
Palms - Max 20% of Total Trees Required,		N/A	
Total Trees (Counted towards requirements) no palms towards requirements		20	
Total Native Trees		17	
% Native or Drought Tolerant Trees		100%	
Total Canopy Trees		23	
Total Shrubs (Counted towards requirements)		400+	
Total Native Shrubs		2,368	
% Native or Drought Tolerant Shrubs		90%	



SUBMITTAL SET

The Castro Residence

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HILLSBORO BEACH, FLORIDA

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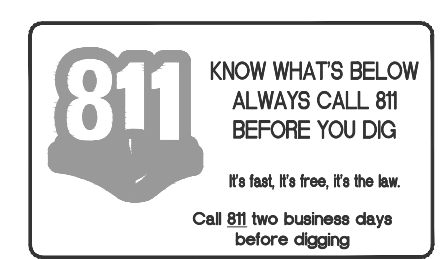
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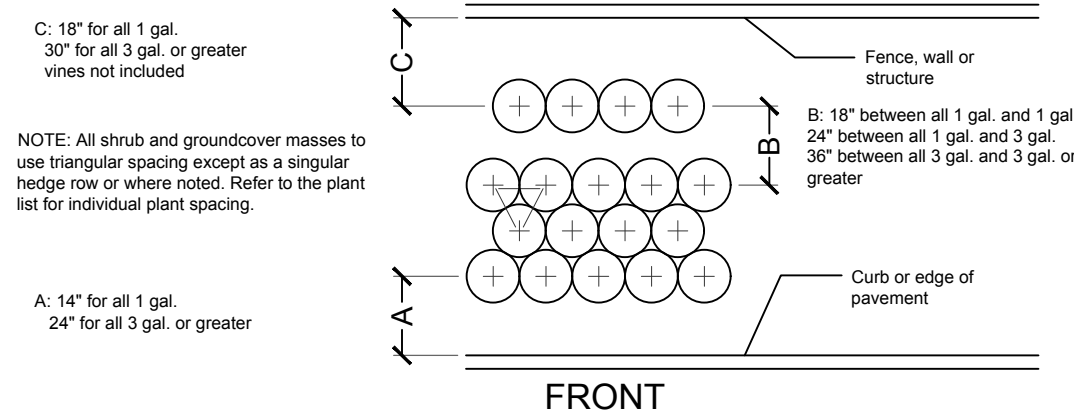
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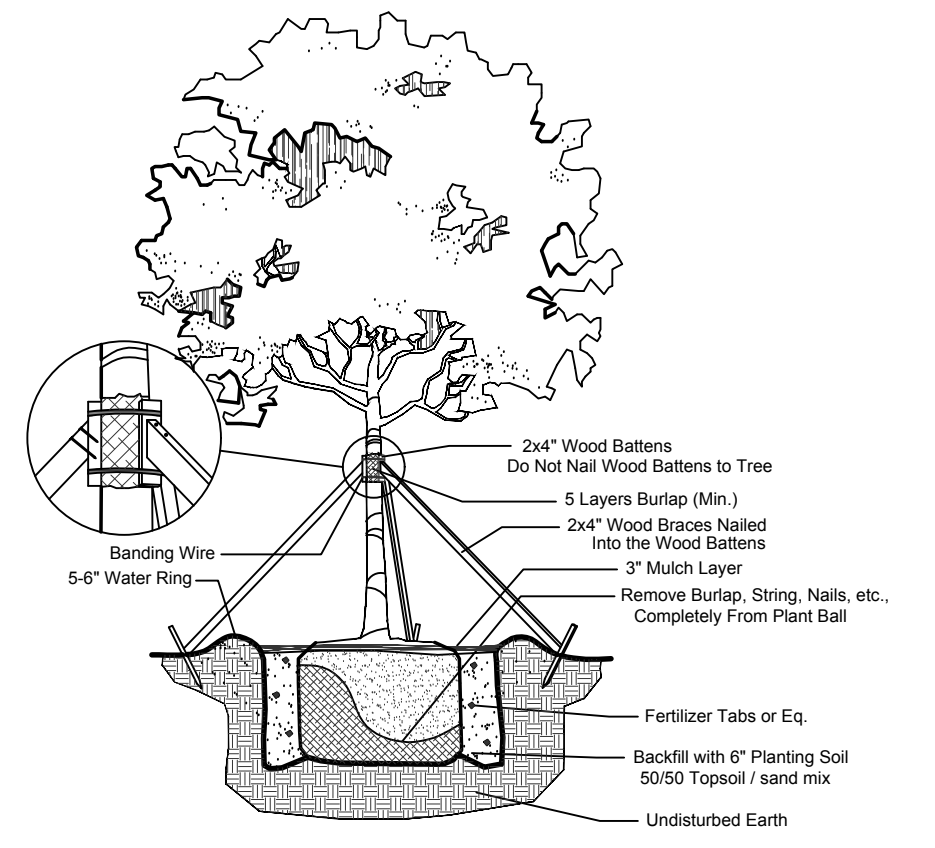
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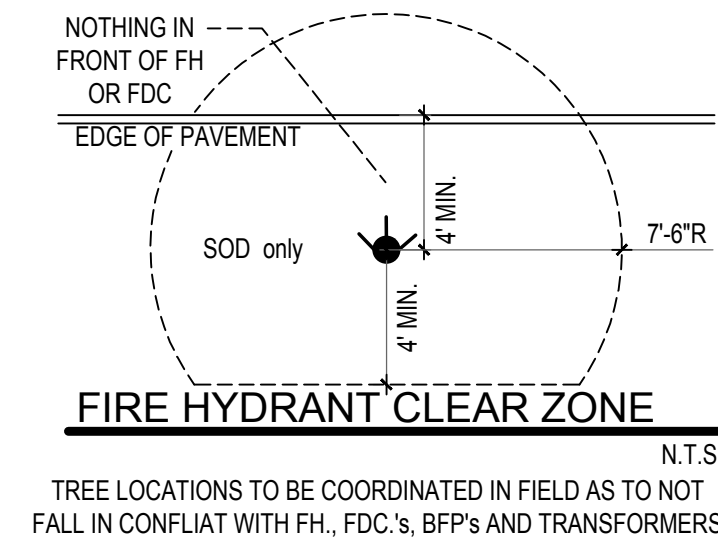




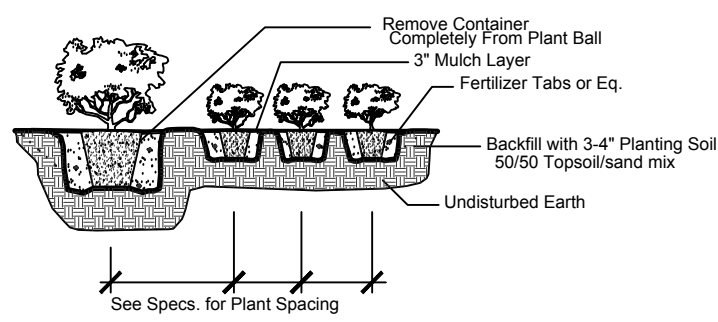
Typical Plant Spacing
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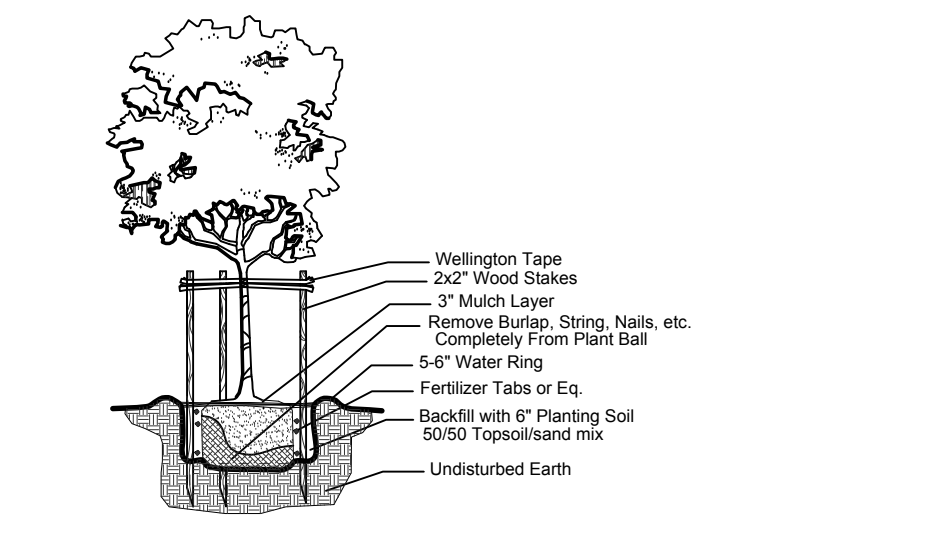
Large Tree Planting Detail
NTS



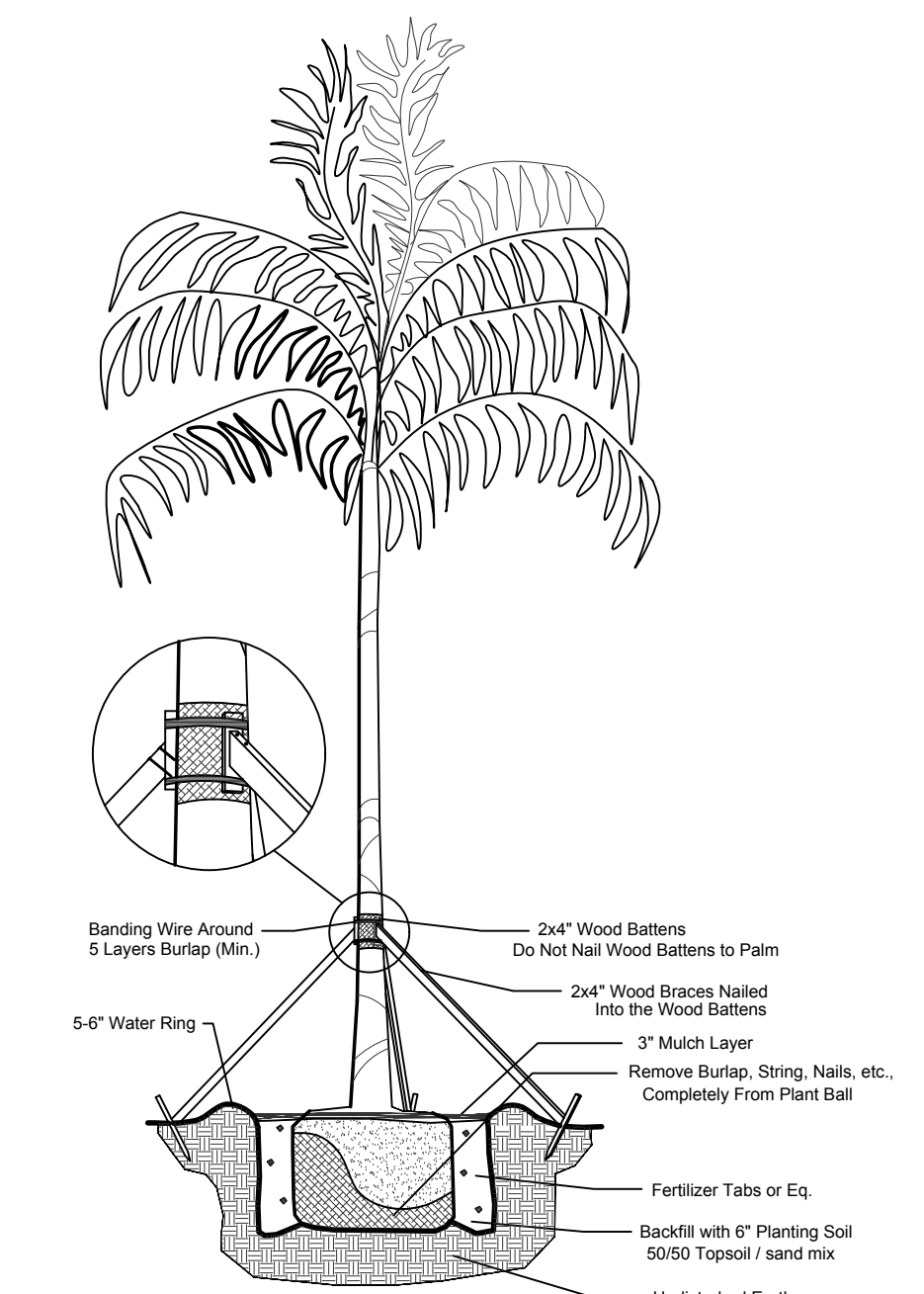
FIRE HYDRANT CLEAR ZONE
N.T.S.
TREE LOCATIONS TO BE COORDINATED IN FIELD AS TO NOT FALL IN CONFLICT WITH FH, FDC, S, BFP'S AND TRANSFORMERS



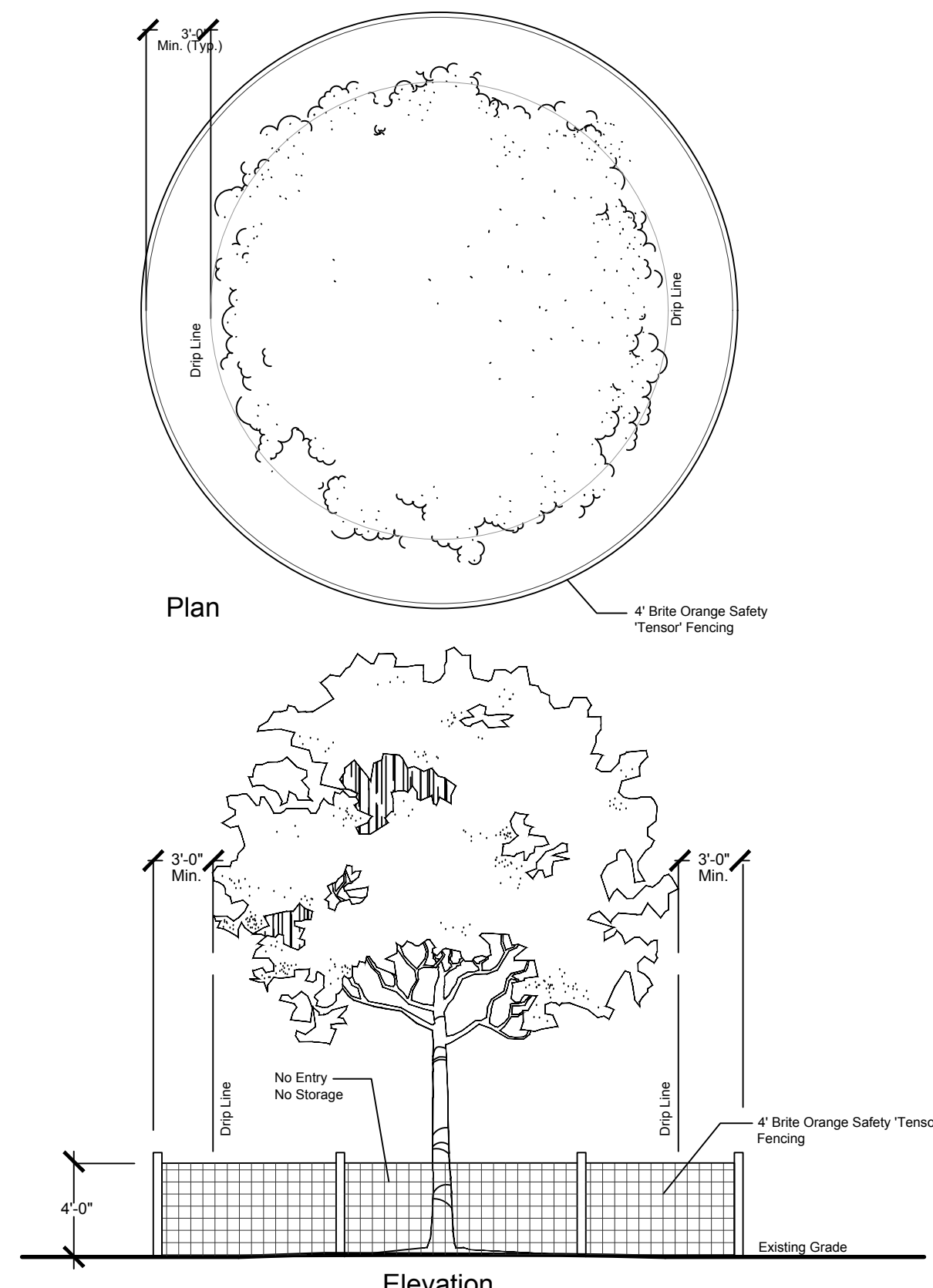
Shrub & Ground Cover Planting Detail
NTS



Small Tree Planting Detail
NTS



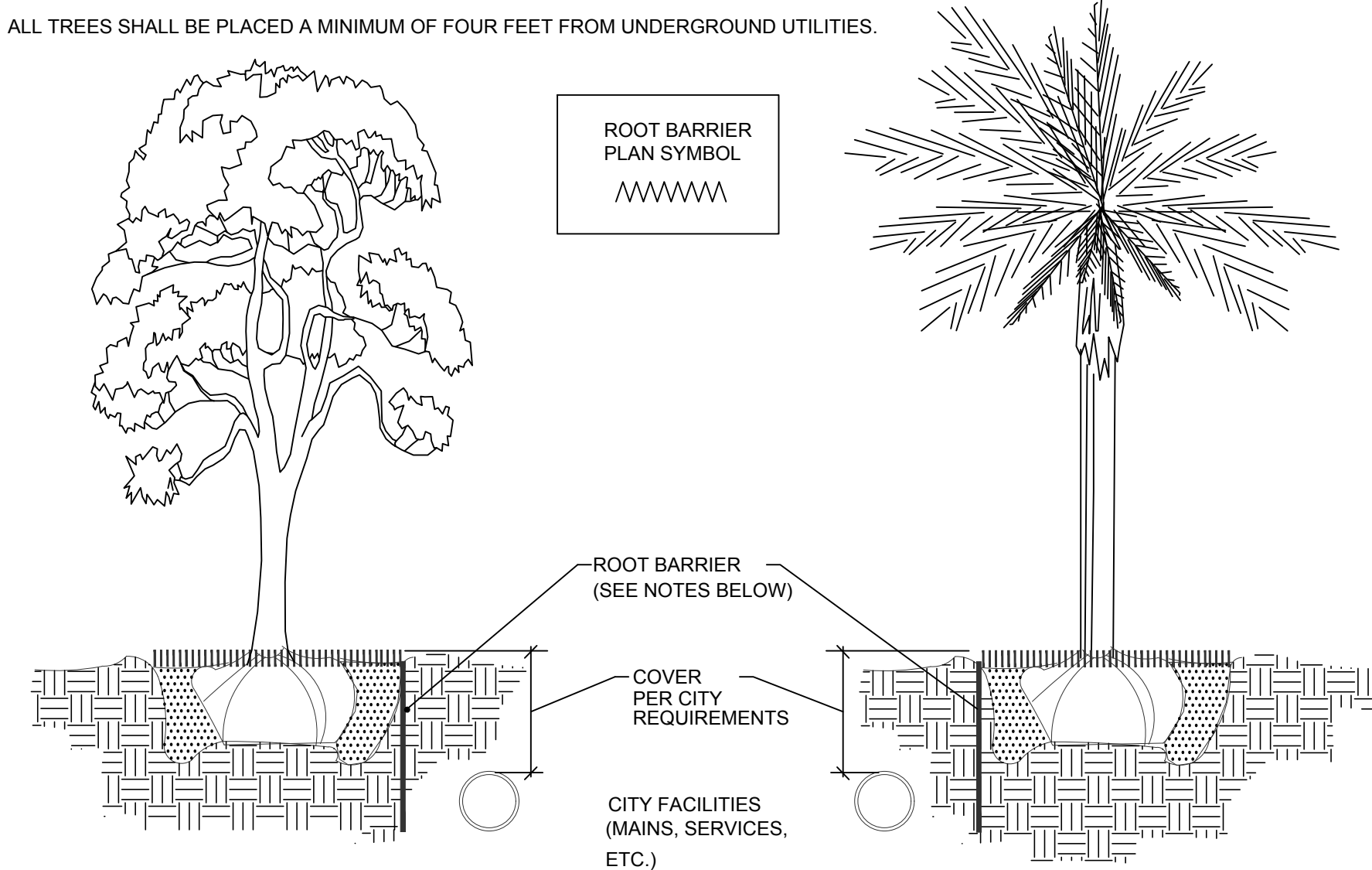
Palm Planting Detail
NTS



Existing Tree(s) Protection Detail
NTS

NOTE: ALL TREES SHALL BE PLACED A MINIMUM OF FOUR FEET FROM UNDERGROUND UTILITY LINES.

- NOTE:
1. PROVIDE ROOT BARRIERS AS REQUIRED ON ALL TREES IN CONFLICT WITH MINIMUM CLEARANCE WITH UTILITIES. MINIMUM CLEARANCE OF 6' FT FOR PALMS AND SMALL TREES AND 8' FT FOR LARGE TREES WITH INTRUSIVE ROOT SYSTEMS PER CITY OF FORT LAUDERDALE REQUIREMENTS. SEE TYPICAL DETAIL BELOW.
 2. ALL TREES SHALL BE PLACED A MINIMUM OF FOUR FEET FROM UNDERGROUND UTILITIES.



- NOTES:
1. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
 2. ROOT BARRIERS SHALL HAVE MINIMUM DEEP PER CITY REQUIREMENTS. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY "BIOBARRIER".
 3. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

Typical Root Barrier Detail
NTS

NOTE: THE LANDSCAPE ARCHITECT OF RECORD SHALL PROVIDE A CERTIFICATION LETTER TO THE CITY CERTIFYING THE LANDSCAPE WAS INSTALLED ACCORDING TO THE PLANS AND SPECIFICATIONS BEFORE THE CITY LANDSCAPE INSPECTOR MAKES THE FINAL INSPECTION.

NOTES:
GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 4" in all shrub and groundcover beds.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Architectural Alliance.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Sod called for in Plant List under miscellaneous - solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.

GENERAL NOTES:

- THE CONTRACTOR SHALL VISIT THE PREMISES AND THOROUGHLY FAMILIARIZE HIMSELF WITH ALL THE DETAILS OF THE WORK AND WORKING CONDITIONS. VERIFY ALL DIMENSIONS IN THE FIELD AND ADVISE THE ARCHITECT ENGINEER OF ANY DISCREPANCY BEFORE PERFORMING THE WORK.
- THE CONTRACTOR SHALL PERFORM ALL WORK REQUIRED UNDER THIS CONTRACT FOR A COMPLETE INSTALLATION IN SUCH MANNER THAT SURFACES NOT AFFECTED BY REMOVAL OF EXISTING WORK OR OTHER MODIFICATIONS SHALL BE KEPT UNHARMED AND IN ORIGINAL CONDITION. THE INSTALLATION SHALL BE MADE WITH THE LEAST POSSIBLE INTERFERENCE. ALL DEBRIS SHALL BE REMOVED FROM THE SITE OF THE WORK AT THE END OF EACH WORKING DAY. MATERIALS AND EQUIPMENT SHALL BE STORED ON AT LOCATIONS APPROVED BY THE ARCHITECT ENGINEER AND OWNERS REPRESENTATIVE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE STRUCTURES AND PERSONNEL DURING THE WORK UNDER THIS CONTRACT. ALL ALTERING, CUTTING, DRILLING OF ANY KIND, FLOOR AND OTHER MODIFICATIONS SHALL BE KEPT UNHARMED AND IN ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING WORK, MATERIALS, AND EQUIPMENT AS A RESULT OF HIS OPERATIONS. ALL DAMAGED WORK SHALL BE REPAIRED WITH MATERIALS OF LIKE TYPE, QUALITY AND FINISH BY SKILLED MECHANICS OF THE TRADES INVOLVED AT NO ADDITIONAL COST TO THE OWNER AND TO THE FULL SATISFACTION OF THE ARCHITECT ENGINEER.
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15. FIRE RESISTANCE UNDERWRITERS LABORATORY RATINGS:

- WHERE ASSEMBLIES OR THEIR VARIOUS COMPONENTS, MATERIALS OR CONSTRUCTION SYSTEMS ARE INDICATED TO HAVE FIRE RESISTANCE RATINGS UNDERWRITERS LABORATORY RATINGS, ALL SUCH SHALL BE COMPOSED OF MATERIALS AND BE ASSEMBLED SO AS TO CONFORM TO THE STANDARDS ESTABLISHED IN GOVERNING CODES IN ORDER TO ACHIEVE THE REQUIRED RATING IN THE COMPLETED WORK.
- CUTTING AND PATCHING: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CUTTING, FITTING, PATCHING OR MATCHING OF HIS NEW WORK TO EXISTING WORK WHERE APPLICABLE AND INDICATED IN THE DRAWINGS. NO CONTRACTOR SHALL ENGAGE ANY WORK OF ANY OTHER CONTRACTOR.
- DEMOLITION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ITEMS REQUIRED TO COMPLETE THE CONSTRUCTION AS SPECIFIED ON THE DRAWINGS. EXISTING UNUSED ELECTRICAL AND PLUMBING SUPPLIES SHALL BE REMOVED OR ADAPTED/CAPPED AS ALLOWED BY CODE.
- IF THE NEW ADDITION BLOCKS THE REQUIRED VENTILATION AREA FOR ANY SPACE, CORAN, SPACE, OR ATTIC, THE VENTILATION AREA SHOULD BE REPLACED ACCORDINGLY.
- ALL AREAS ATTACHED BY THE NEW ADDITION SHOULD BE CHECKED FOR DISTURBANCES OR DAMAGE OF WATERPROOFING.
- ALL UTILITIES TO BE BURIED PER SECTION 4.7.
- THE DRAINAGE OF THE BUILDING WILL NOT GO TO THE ATLANTIC OCEAN.

SECURITY NOTES:

- ALL LOCKS ON EXTERIOR DOORS SHALL BE CAPABLE OF RESISTING A FORCE OF 300 LB. APPLIED IN ANY MOVABLE DIRECTION AND IN ACCORDANCE WITH RESISTANCE STANDARDS SET FORTH IN NEW YORK CODE 303.
- ALL SINGLE EXTERIOR SWING DOORS SHALL HAVE A LOCK TO BE KEYPERATED FROM EXTERIOR WITH A MIN. OF 600 POSSIBLE KEY CHANGES OR LOCKING AUXILIARY. THE ACTIVE LEAF OF PAIRS OF EXTERIOR SWING DOORS SHALL HAVE SAME LOCKS AS REQUIRED FOR SINGLE EXTERIOR SWING DOORS. THE INACTIVE LEAF OF THESE PAIRS OF DOORS SHALL HAVE MULTIPLE POINT LOCKS WITH 3/8" MIN. THROW BOLTS WITH INSERTS.
- GLASS AND EXTERIOR DOORS SHALL COMPLY WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE'S STANDARD 287.1.
- GLASS PANELS IN EXTERIOR DOORS OTHER THAN GLAZED WITH 40" OF THE INSIDE LOOKING ACTIVATING DEVICE OF LOOSE AND SWINGING DOORS SHALL COMPLY WITH AMERICAN NATIONAL STANDARDS INSTITUTE'S STANDARD 287.1.
- SLIDING GLASS DOORS AND WINDOWS SHALL BE INSTALLED AND CONSTRUCTED SO THAT NO PANEL CAN BE LIFTED FROM THE TRACKS WHEN IN THE LOCKED POSITION AND AS TO COMPLY WITH THE ARCHITECTURAL ALUMINUM ASSOCIATION STANDARDS FOR FORCED ENTRY RESISTANCE, ANA 100.3.
- FRONT MAIN ENTRANCE DOORS SHALL BE PROVIDED WITH A DOOR SCOPE OR VISION PANEL.

CUT AND FILL CALCULATIONS FOR EAST OF THE COSTAL CONSTRUCTION CONTROL LINE

CUT CALCULATIONS			
CUT ZONE	AREA	AVG. DEPTH	VOLUME
POOL CUT	855 SF	0.1'	131.11 CUBIC YARDS
JACUZZI CUT	103 SF	3'	11.44 CUBIC YARDS
TOTAL CUT			142.55 CUBIC YARDS

FILL CALCULATIONS			
FILL ZONE	AREA	AVG. DEPTH	VOLUME
NORTH FILL	1,043 SF	0.1'	3.86 CUBIC YARDS
SOUTH FILL	1,396 SF	0.5'	26.85 CUBIC YARDS
EASTERLY FILL	7,972 SF	0.38'	112.84 CUBIC YARDS
TOTAL FILL			142.55 CUBIC YARDS

NO ADDITIONAL FILL WILL BE NEEDED.

BUILDING DISPOSITION

LOT OCCUPATION	REQUIRED	ALLOWED	PROVIDED
1. LOT AREA	-	-	52,049 sq ft
2. LOT WIDTH	-	-	114.11'
3. LOT DEPTH	-	-	457.3'
4. LOT COVERAGE	MAX 45%	23,422 sq ft	12,469 sq ft
5. FLOOR AREA RATIO	-	-	-
6. FRONTAGE	-	-	-
7. LANDSCAPE/OPEN SPACE	MIN. 30%	15,614 sq ft	38,139 sq ft
8. DENSITY	-	-	-

BUILDING SETBACK

1. FRONT SETBACK	85'-0"	-	85'-0"
2. 2nd FRONT SETBACK	N/A	-	N/A
3. SIDE	15'-0"	-	15'-0"
4. REAR SETBACK	15'-0"	-	141'-5"

BUILDING HEIGHT

1. PRINCIPAL BUILDING	35'-0"	-	31'-6"
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PARKING

1. PARKING SPACES	-	-	7
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CONVENTIONS

LEGEND

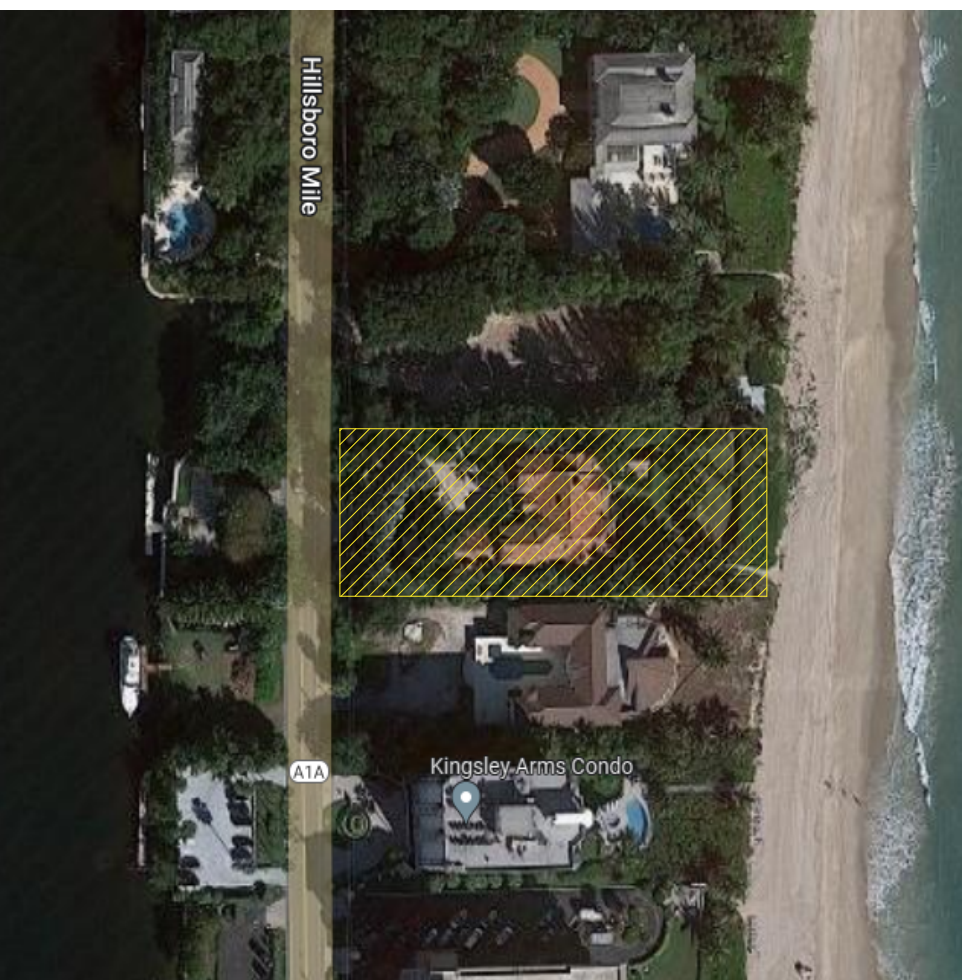
- # ROOF DRAIN MAINFOLD
- TRENCH DRAIN
- BUILDING WATER SERVICE
- BUILDING SEWER
- EXISTING SANITARY SEWER
- EXPLORATION TRENCH
- PROPERTY LINE
- SETBACK LINE
- SECOND FLOOR LINE
- FIRST FLOOR LINE
- FLOOD ZONE LINE
- CENTER LINE

COMMENTS REFERENCE

REF # 7.3 C

ACTIVE CONVENTIONS

PROPOSED ELEVATION	EXISTING ELEVATION TO REMAIN
+18.0' N.A.V.D.	+18.0' N.A.V.D.
+17.8' N.A.V.D.	+17.8' N.A.V.D.
+17.6' N.A.V.D.	+17.6' N.A.V.D.
+17.4' N.A.V.D.	+17.4' N.A.V.D.
+17.2' N.A.V.D.	+17.2' N.A.V.D.
+17.0' N.A.V.D.	+17.0' N.A.V.D.
+16.8' N.A.V.D.	+16.8' N.A.V.D.
+16.6' N.A.V.D.	+16.6' N.A.V.D.
+16.4' N.A.V.D.	+16.4' N.A.V.D.
+16.2' N.A.V.D.	+16.2' N.A.V.D.
+16.0' N.A.V.D.	+16.0' N.A.V.D.

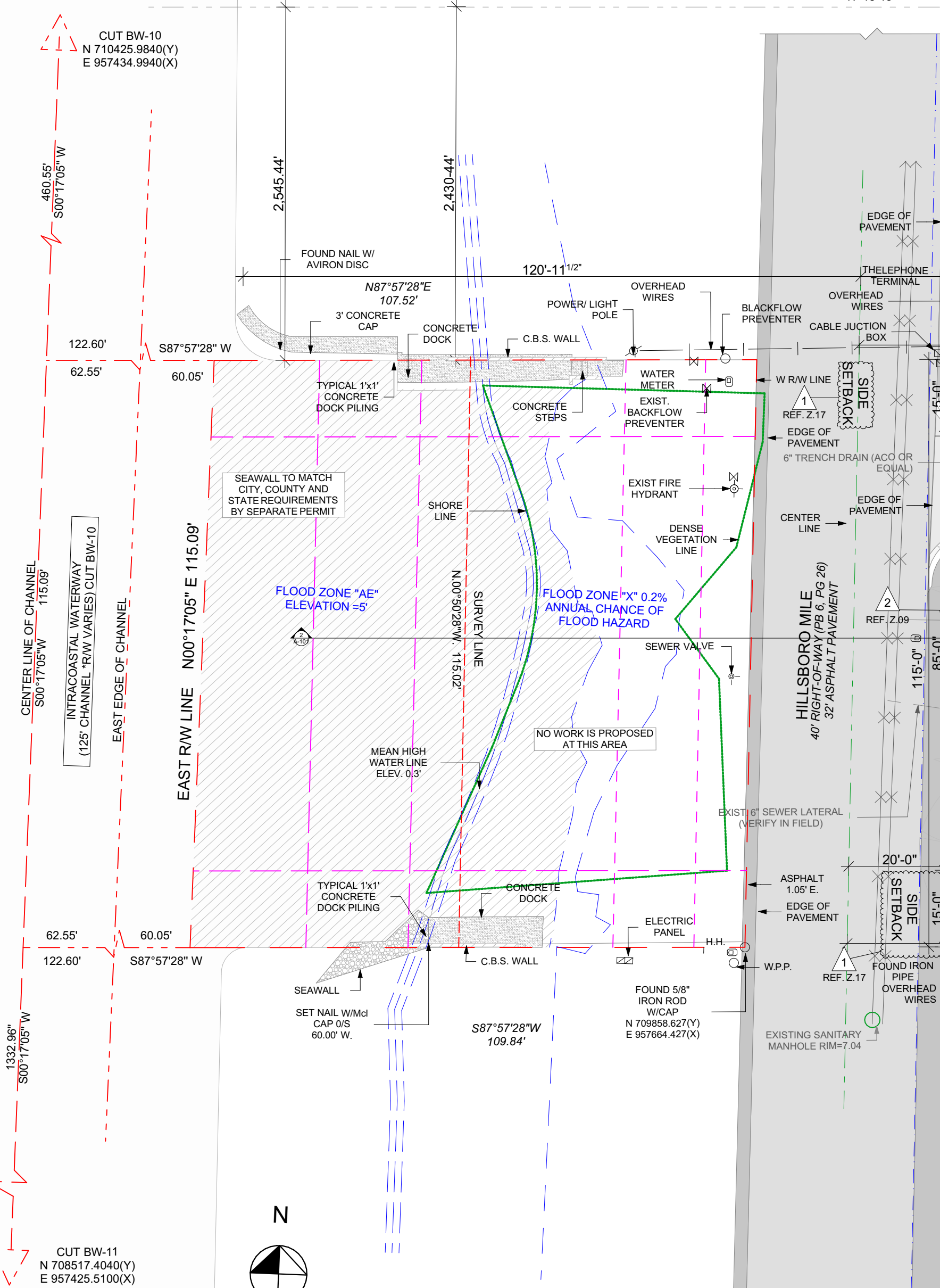


GABRIEL LOPEZ ARCHITECT, PA
 PLANNING, ARCHITECTURE,
 INTERIOR DESIGN
 TEL: 786.391.1989
 info@gabrielopezarchitect.com
 2100 CORAL WAY, SUITE 600,
 MIAMI, FL 33145

CONSULTANTS

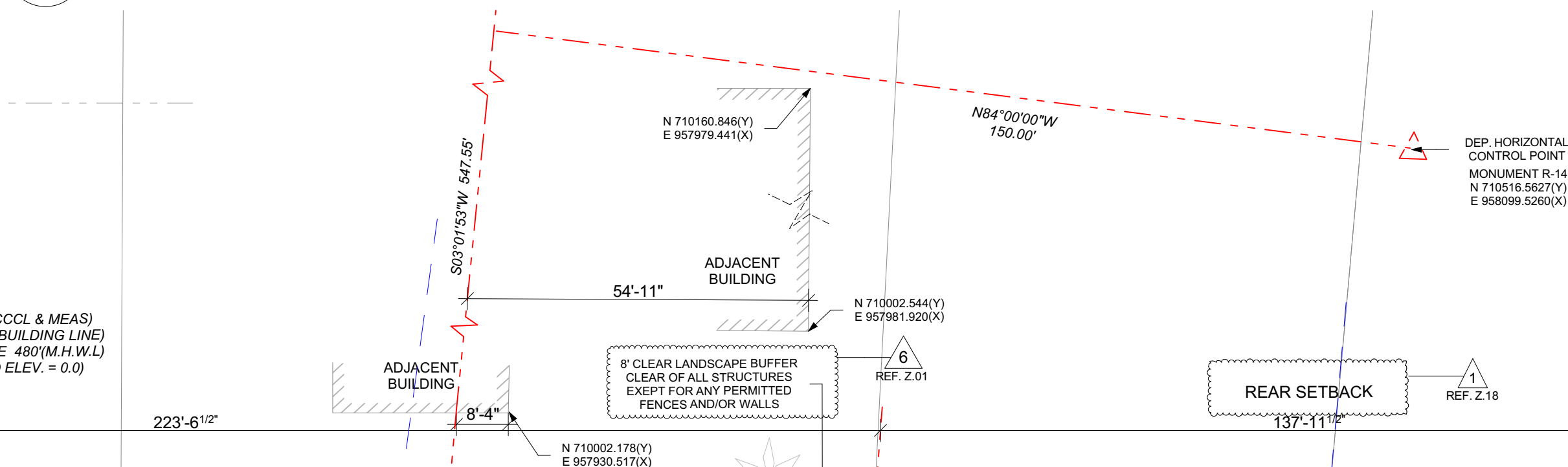
PROPERTY TYPE: SINGLE FAMILY RESIDENTIAL
ADDRESS: 1079 HILLSBORO MILE HILLSBORO BEACH 33062-1166
RESIDENTIAL GROUP: RS-2
FOLIO: 48437000160
LOT AREA: 52,049 SQ FT
LOT 1:
FLOOD ZONE: "AE" = 5.0' N.A.V.D. - "X" - "VE" = 8.0' - 9.0' N.A.V.D.
GROUND LEVEL ELEVATION: 15.00' N.A.V.D.
FIRST LEVEL ELEVATION: 17.40' N.A.V.D.
LEGAL DESCRIPTION: 17-48-43 THAT PT OF GOV LOT 1 LYING BET PAR LINES THE S/L OF WHICH IS 2545.44 S OF N.L. OF 17-48-43 & THE N.L. OF WHICH IS 2430.44 S OF N.L.
CODE COMPLIANCE: FLORIDA BUILDING CODE 2020, 7TH EDITION.
PLANS ARE IN COMPLIANCE WITH SECTION 3-9, REQUIREMENTS FOR MARINE PROTECTION (ASCE 24)
SCOPE OF WORK: NEW TWO STORY HOUSE

1 SITE PLAN
 1" = 20'

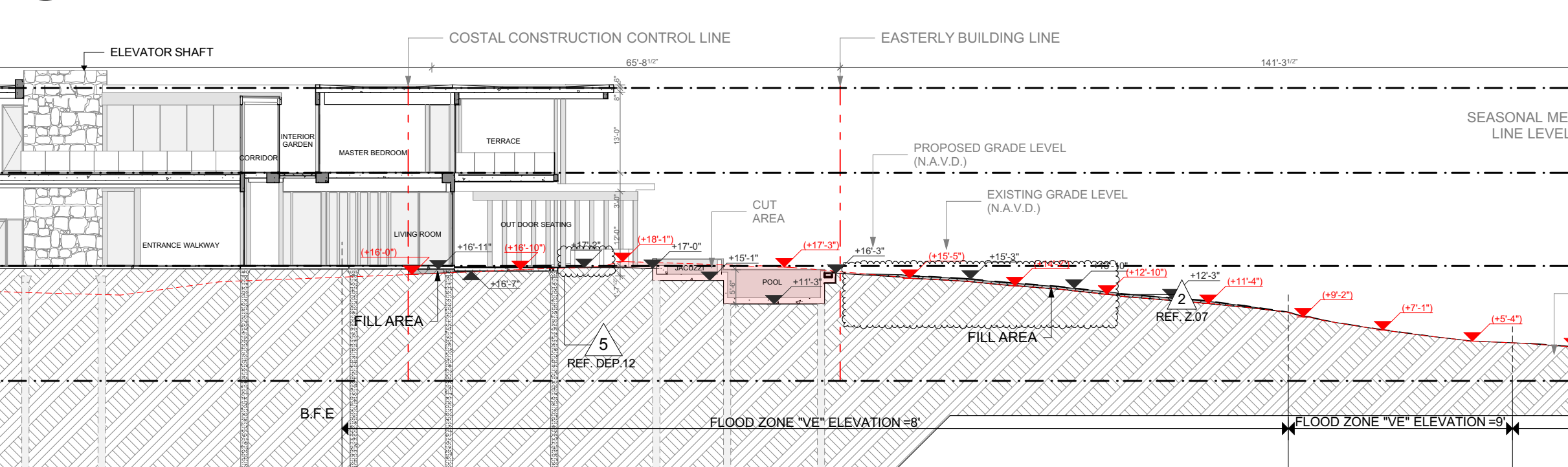


1 SITE PLAN
 1" = 20'

3 NORTH CROSS SECTION
 1" = 20'



4 SOUTH CROSS SECTION
 1" = 20'



2 SITE CROSS SECTION
 1" = 20'



CASTRO HOUSE
NEW TWO STORY HOUSE
 1079 Hillsboro Mile LLC
 1079 HILLSBORO MILE HILLSBORO BEACH 33062-2166

MARK DATE DESCRIPTION

1	11/09/22	S.P. APPROVAL
2	11/29/22	S.P. APPROVAL
3	06/21/23	BY OWNER
4	03/21/24	B.P. 829151
6	12/17/24	B.P. 829151
8	09/09/25	S.P. SUBMITTAL

DRAWING BY: J.M.V.
SCALE: 1" = 20'
DATE: 09/10/2025
PROJECT NO: 2118
PHASE: CONST. DOCS.
CHECKED BY:
CHECKED ON:

SITE PLAN

A-101

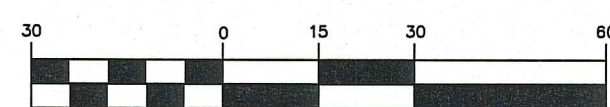
ARCHITECT: GABRIEL LOPEZ
 APR24

USE DIMENSIONS SHOWN. DO NOT SCALE DRAWINGS. IF THERE IS ANY DISCREPANCY IN THE DRAWINGS, PLEASE CONTACT THE ARCHITECT.



prepared by
McLAUGHLIN ENGINEERING COMPANY (LB#285)
 1700 N.W. 64th STREET, SUITE 400
 FORT LAUDERDALE, FLORIDA, 33309
 PHONE: (954) 763-7611 FAX: (954) 763-7615
 WEB SITE: MECC400.COM, EMAIL: INFO@MECC400.COM

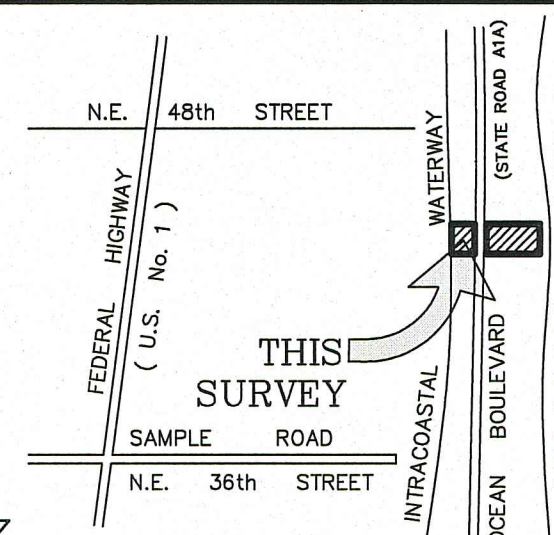
GRAPHIC SCALE



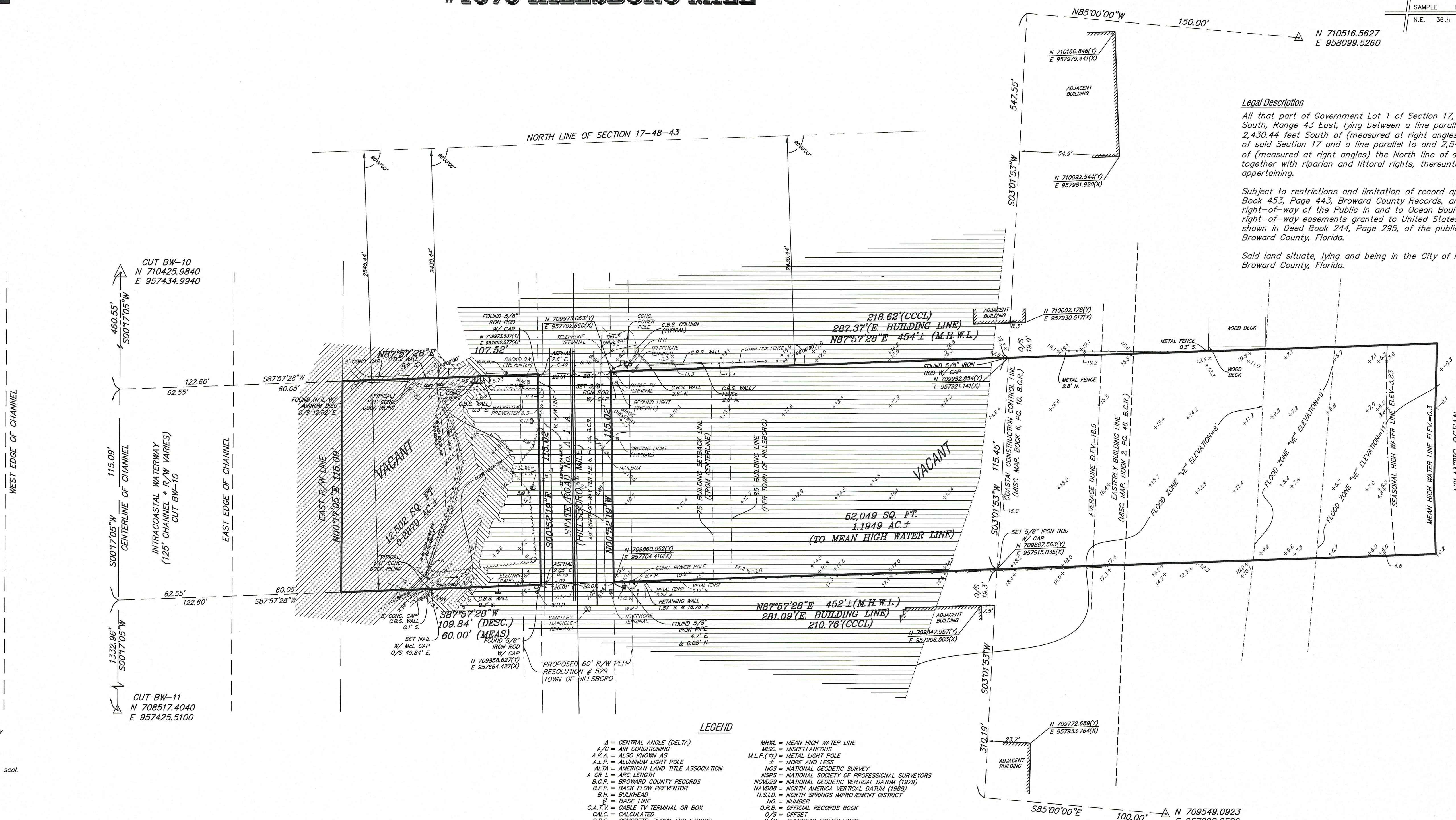
(IN FEET)
 1 inch = 30 ft.

RECORD LAND SURVEY

A Portion of Government Lot 1, of Section 17, Township 48 South, Range 43 East. BROWARD COUNTY, FLORIDA #1079 HILLSBORO MILE



NORTH LINE OF SECTION 17-48-43



Legal Description

All that part of Government Lot 1 of Section 17, Township 48 South, Range 43 East, lying between a line parallel to and 2,430.44 feet South of (measured at right angles) the North line of said Section 17 and a line parallel to and 2,545.44 feet South of (measured at right angles) the North line of said Section 17, together with riparian and littoral rights, thereunto belonging and appertaining.

Subject to restrictions and limitation of record appearing in Deed Book 453, Page 443, Broward County Records, and to the right-of-way of the Public in and to Ocean Boulevard and right-of-way easements granted to United States of America, as shown in Deed Book 244, Page 295, of the public records of Broward County, Florida.

Said land situate, lying and being in the City of Hillsboro Beach, Broward County, Florida.

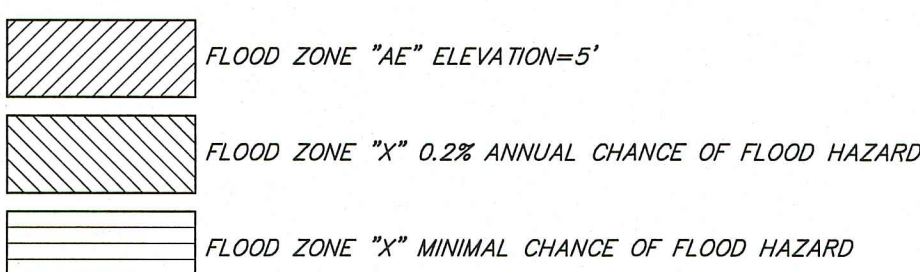
NOTES:

- 1) This survey reflects all easements and rights-of-way, as shown on above referenced record plot(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Underground improvements if any not located.
- 3) This drawing is not valid unless sealed with an authorized surveyors seal.
- 4) Boundary survey information does not infer Title or Ownership.
- 5) Reference Bench Mark: National Geodetic Data, BCBM # 3805 Elevation= 4.32 (NGVD 29). OR Elevation= 2.72 (NAVD88)
- 6) Elevations shown refer to North American Vertical Datum (1988) are indicated thus: '8, Elev. = 9.87
- 7) This property lies in Flood Zones "AE", Elev.=5.0, "X", 0.2% Annual Chance of Flood Hazard & "X", Minimal Chance of Flood Hazard, "VE" Elev.=8, "VE" Elev.=9, "VE" Elev.=11 per Flood Insurance Rate Map No. 12011C0187 H, Dated: August 18, 2014, Community Panel No.120040.
- 8) Underground Utility locations shown hereon, if any, are based upon paint marks on the ground provided by others. McLaughlin Engineering Company did not confirm the accuracy of this data. The exact location of all utilities should be confirmed prior to design or construction.
- 9) Bearings shown hereon refer to State Plane Datum and assume the West Right-of way line of State Road A-1-A as South 00°59'24" East.
- 10) Mean High Water Elevation provided by Florida Department of Environmental Protection Tidal Water Survey Approval dated 9/2/2021.

OFFICE NOTES

FIELD BOOK NO. TDS, EFB, Print
 JOB ORDER NO. U-4480, V-6763
 CHECKED BY: _____
 DRAWN BY: Edward J. Jones III, RDR, SAM

FLOOD ZONE HATCH LEGEND



LEGEND

- | | |
|---|---|
| Δ = CENTRAL ANGLE (DELTA) | M.H.W. = MEAN HIGH WATER LINE |
| A/C = AIR CONDITIONING | MISC. = MISCELLANEOUS |
| A.C.A. = ALSO KNOWN AS | M.L.P.(S) = METAL LIGHT POLE |
| A.L.P. = ALUMINUM LIGHT POLE | ± = MORE AND LESS |
| ALTA = AMERICAN LAND TITLE ASSOCIATION | NSD = NATIONAL GEODETIC SURVEY |
| A OR L = ARC LENGTH | NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS |
| B.C.R. = BROWARD COUNTY RECORDS | NGVD29 = NATIONAL GEODETIC VERTICAL DATUM (1929) |
| B.F.P. = BACK FLOW PREVENTOR | NAVD88 = NORTH AMERICA VERTICAL DATUM (1988) |
| B.H. = BULKHEAD | N.S.I.D. = NORTH SPRINGS IMPROVEMENT DISTRICT |
| B. = BASE LINE | NO. = NUMBER |
| C.A.T.K. = CABLE TV TERMINAL OR BOX | O.R.B. = OPTIONAL RECORDS BOOK |
| CALC. = CALCULATED | O/S = OFFSET |
| C.B.S. = CONCRETE, BLOCK AND STUCCO | O/W = OVERHEAD UTILITY LINES |
| C. = CENTERLINE OF RIGHT-OF-WAY | PG. = PAGE |
| CH. = CHORD | P.B. = PLAT BOOK |
| CH.BRG. = CHORD BEARING | P.B.C.R. = PALM BEACH COUNTY RECORDS |
| C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE | P.C. = POINT OF CURVE |
| C.L.F. = CHAIN LINK FENCE | P.C.D. = POLLUTION CONTROL DEVICE |
| C.L.P. = CONCRETE LIGHT POLE | P.I. = POINT OF INTERSECTION |
| C.P.L.P. = CONCRETE POWER LIGHT POLE | P.I.V. = POST INDICATOR VALVE |
| C.P.P. = CONCRETE POWER POLE | P.O.B. = POINT OF BEGINNING |
| CO. = COMPANY | P.O.C. = POINT OF COMMENCEMENT |
| CONC. = CONCRETE | P.R.C. = POINT OF REVERSE CURVE |
| C/O = CLEAN OUT | P.R.M. = PERMANENT REFERENCE MONUMENT |
| D.B. = DEED BOOK | R. = RADIUS |
| DESC. = DESCRIPTION FROM FORMER DESCRIPTION | R.C.P. = REINFORCED CONCRETE PIPE |
| DIA. = DIAMETER | R/W. = RIGHT-OF-WAY |
| D.B.H. = DIAMETER AT BREST HEIGHT | S.B.T. = SOUTHERN BELL TELEPHONE |
| ELEC. = ELECTRIC | SV. = SEWER VALVE |
| ELEV. OR EL. = ELEVATION | S.H.W. = SEASONAL HIGH WATER LINE |
| FL. = FEET | S.T.L. = SURVEY TIE LINE |
| F.H. = FIRE HYDRANT | TAN. = TANGENT |
| F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION | TAN.BRG. = TANGENT BEARING |
| F.P.L. = FLORIDA POWER AND LIGHT CO. | WM. = WATER METER |
| G.T.M. = GREASE TRAP MANHOLE | W. = WATER VALVE |
| H.H. = HAND HOLE | W.F. = WET FACE OF BULKHEAD |
| I.C.V. = IRRIGATION CONTROL VALVE | W.F. = WET FACE OF CAP |
| INVT. = INVERT | W.L.P. = WOOD STREET LIGHT POLE |
| LB. = LICENSE BUSINESS | W.P.L.P. = WOOD POWER STREET LIGHT POLE |
| MAG. = MAGNET | W.P.P. = WOOD POWER POLE |
| M.D.C.R. = MIAMI DADE COUNTY RECORDS | W/M.C. = WITH McLAUGHLIN ENGINEERING CO. CAP |
| MEAS. = FIELD MEASURE | W/W.C. = WITH WITNESS CAP # 285 |
| Ⓢ = PARKING SPACES | W/W.C. = WITH WITNESS CAP # 285 |

FILE NO: AA - 928 (22)

CERTIFICATION:

We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Revised to show improvements along West Property line.
 Dated at Fort Lauderdale, Florida, this 25th day of June, 2008.
 Resurveyed this 11th day of February, 2022.

McLAUGHLIN ENGINEERING COMPANY

Scott A. McLaughlin
 SCOTT A. McLAUGHLIN
 Professional Surveyor & Mapper No. 5842
 State of Florida.

Sold To:

Town Of Hillsboro Beach - CU00114721
1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Bill To:

Town Of Hillsboro Beach - CU00114721
1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting .
Was published in said newspaper by print in the issues of, and by publication on the
newspaper's website, if authorized on Sep 26, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

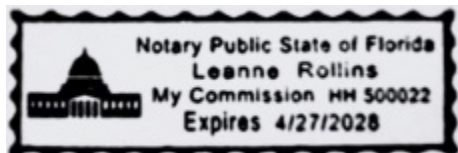


Signature of Affiant

Sworn to and subscribed before me this: September 27, 2025.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail
Affidavit Email Address: shenderson@townofhillsborobeach.com
7867781

TOWN OF HILLSBORO BEACH, FLORIDA
OCTOBER 7, 2025 AT 9:00 AM

**SITE PLAN REVIEW FOR
1079 HILLSBORO MILE, HILLSBORO
BEACH, FL 33062**

NOTICE IS HEREBY GIVEN the Town of Hillsboro Beach, Florida Town Commission will meet Tuesday, October 7, 2025, at 9:00 am to consider Site Plan Approval for property located at 1079 Hillsboro Mile, Hillsboro Beach, Florida 33062.

Information on the Site Plan Review can be obtained at Town Hall, 10 days prior to the meeting. Public comments on the request will be made at the meeting.

The public can attend in person at Town Hall, located at 1210 Hillsboro Mile, Hillsboro Beach, Florida or virtually via Zoom video conference. Zoom Meeting log-in details are provided on Town Website. (TownofHillsborobeach.com)

If any person decides to Appeal any decision made with respect to any matter considered at the Public Hearing, he/she will need a record of the proceedings and for such purposes may need to ensure that a verbatim recording of the proceedings is made, which records include the testimony and evidence upon which the Appeal is to be based.

In accordance with the American with Disabilities Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in these proceedings should contact the Town Clerk no later than two days prior to the Public Hearing at 954-427-4011 for assistance.

Sherry D. Henderson, CMC Town Clerk
TOWN OF HILLSBORO BEACH, FLORIDA
9/26/2025 7867781

Order # - 7867781



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Tarrant and Town Commission
THROUGH: Mac Serda, Town Manager
FROM: Graham Long, Planning Consultant.
DATE: October 7, 2025
SUBJECT: Site Plan Approval for New Single-Family Home
LOCATION: 1079 Hillsboro Mile

This Agenda report is regarding Site Plan Approval Request for a new single-family home on a vacant lot, located at 1079 Hillsboro Mile. The owner of the property, 1079 Hillsboro Mile LLC, has assigned Bomar Builders, Inc. as the authorized agent. The Applicant has submitted plans indicating the proposal of a new two-story single-family home, which includes a pool and jacuzzi, an outdoor seating area with a fireplace, garage attached to the primary structure by a breezeway, a driveway, a new access gate and landscaping. All of the proposed work will be completed on the portion of the property located east of A1A.

Background

The applicant previously received approval from the Town Commission for this site plan on February 7, 2023. Since approval, building permits were not obtained within the required one-year time frame, nor was an extension of time for the site plan sought within the one-year and 90-day time frame to obtain an extension. Therefore, the applicant is seeking approval of the same site plan, with updated drawings to demonstrate compliance with the Town code.

The existing vacant oceanfront property, located 1079 Hillsboro Mile, is approximately 52,049 square feet (1.19 acres) of vacant oceanfront property. All of the proposed work is located on the east side of A1A.

Documents Submitted

Information submitted with the Site Plan Approval packet included an application, architectural plans, and landscape plans inclusive of hardscape and planting plans, and a signed and sealed survey. The Planning Consultant reviewed the aforementioned documents and determined they meet the submittal requirements of the Town of Hillsboro Beach Code of Ordinances.

General Description of the Development Proposal

The Applicant is proposing to build a 2-story single family 12,562 square feet home with amenities which include a pool and jacuzzi, outdoor seating area and fireplace, new access gate, garage, driveway and landscaping.

Site Plan Review and Comments

The Consultant Planner reviewed the site plan application packet submitted to the Town using the Town’s Land Development Regulations including regulations recently adopted by the Town Commission. Plans were not reviewed for compliance with FEMA flood regulations, which will be reviewed at time of Building Permit submittal. Please find below an analysis of the proposed project and the Consultant Planner’s determination if it meets the requirements of the Town Code. If the proposed project does not meet a section of the Code, it will be shown in **red** font:

STANDARDS / RESULTS

Town of Hillsboro Beach Zoning Code, Applicable Requirements

Sec. 12-122. - Height regulations.

Residential	Required Maximum Height	Proposed
Single-Family Residential RS-2	For property east of SR A1A, no building shall exceed 35 feet in height above the dune elevation	31’6” proposed (measured from average dune elevation) of 18’6”). 29’0” to the roofline. The elevator shaft/stone wall finish is higher than the roofline. Per code section 12-261, this is an exception to the height requirements. The elevator shaft/stone wall finish is 31’6” as measured from average dune elevation.
	For property west of SR A1A, no building shall exceed 35 feet in height above the roadway crown elevation of SR A1A adjacent to the property.	No structure proposed on west side of A1A

Sec. 12-123. – Parking Regulations

Residential	Required Setbacks	Proposed
Required parking	a minimum of two (2) solidly enclosed and covered parking spaces, and one unenclosed parking space, excluding driveway space. One additional unenclosed parking space shall be required for building areas exceeding 5,000 square feet of habitable area, excluding garage space utilized for parking, and one additional unenclosed parking space shall also be required for each additional 5,000 square feet, for visitor parking and service vehicles. $12,562/5,000 = 3$ visitor parking spaces	More than 2 solidly enclosed parking spaces provided. Carport A and Carport B

Unenclosed parking spaces	unenclosed parking spaces shall not be located within the minimum eight (8) foot wide Side Yard Landscaped Buffer, nor closer than twenty-five (25) feet to center line of State Highway A1A	Parking area is setback 52'9" from the centerline, and not within the side yard landscaped buffer
Material and Drainage	Parking areas and driveways must be paved or other material as approved by the Town Commission, and must have drainage or sumps to ensure no runoff or flow of water into State Highway A1A or adjoining properties.	Drainage plan has been provided
Screening / Landscaping	Parking areas must be shielded from State Highway A1A by appropriate landscaping The area between State Highway A1A and the parking space shall be appropriately landscaped with grass, trees or shrubbery.	Sufficiently screened.
Landscape Buffer	A. A minimum of 10 feet in width, immediately adjacent to the paved edge of State Highway A1A and adjoining bicycle lane, shall consist of ground cover landscaping which naturally grows and/or can be maintained at a height no less than eighteen (18) inches and no greater than thirty (30) inches, so as to prevent the use of the space for parking, and this 10-foot area shall be clear and contain no obstructions.	10-foot landscape buffer has been provided

Sec. 12-124. - Yard regulations.

Residential	Required Setbacks	Proposed
Front Setback	On the east and west sides of State Highway A1A there shall be an open yard having a depth of not less than 85 feet from the center line of the State Highway A1A *Exception for mechanical equipment	85'0" front setback
Side yard	Not less than 15 feet measured from the roof overhang, or 6 inches per foot of building height, whichever is greater	15'0" side setbacks; 8-feet of landscaped buffer provided; Generator proposed in front

	Each side yard shall include a minimum eight (8) foot wide Side Yard Landscaped Buffer which shall consist solely of landscaping -Generators not permitted in side yard	yard, outside 15' side yard area.
Rear yard, ocean front	No building or part of a building shall extend easterly beyond a line as shown on plat of easterly building line as defined herein. Retaining walls, fences, barricades, whether connected with the buildings or for the improvement of lots shall not be built, erected or constructed closer than the building setback line as shown on the plat.	Does not encroach east of the easterly building line

Sec. 12-127. - Accessory buildings

Residential	Standards	Proposed
Architectural style	Accessory buildings shall conform to the architectural style of the main dwelling or be typical of the use to which they are put such as green houses, orchid houses and/or similar structures for this purpose.	No accessory building is proposed.
Location	Accessory buildings shall be placed entirely within the building lines of the lot.	No accessory building is proposed.
Construction	No accessory building shall be constructed upon a lot until the construction of the main building has been actually commenced, and no accessory building, except guest houses, shall be used for dwelling purposes.	No accessory building is proposed.

Sec. 12-261. - Height regulations.

	Required	Proposed
Height Limitation	The height limitations of this article shall not apply to: (A) Master radio or television antennae; (B) Chimneys; (C) Flag poles; or (D) Elevator components.	The elevator shaft is higher than the roofline by 2.5'

Sec. 12-262. - Yard and open space requirements.

	Required	Proposed
Accepted projections	Every part of a required yard shall be open to the sky except for the ordinary projections of sills, belt courses, cornices and ornamental features; and these projections shall not exceed 6 inches. Chimneys and unenclosed balconies may have a projection not to exceed 4 feet into the front and side yards. Balconies may have roofs but shall not be screened or enclosed.	Not encroaching into the setback areas.
Balcony enclosures	<p>(1) All balcony enclosures, including but not limited to, glass, sliding doors or other such enclosures are prohibited on all balconies above the first floor, if the balconies project beyond the face of the building. Uniform screening for all balconies in multi-family buildings shall not be considered an enclosure.</p> <p>(2) Installation of any hurricane shutters or storm paneling shall require a building permit from the Town of Hillsboro Beach. At no time shall any balcony be permitted to be enclosed to create a permanent or semi-permanent room.</p>	<p>(1) Proposed balconies are open and not enclosed.</p> <p>(2) Not proposed in this submittal.</p>
Drainage	No drainage as defined in this chapter may be discharged into the Atlantic Ocean.	Acknowledged
Open terraces	Open unenclosed staircases and walkways may extend into a side yard but not within the minimum eight (8) foot wide Side Yard Landscaped Buffer. This shall not be interpreted to include or permit canopies over any part of structures which extend into the minimum required side yard.	Setbacks are being met; no extensions into the side yard landscape buffers
Sewage disposal system.	<p>(1) In addition to any yard requirements for single-family residential dwellings, there shall always be sufficient ground left unoccupied for the construction and maintenance of a system of sewage disposal.</p> <p>(2) This disposal system with its necessary drain field shall not be</p>	Noted

	placed and constructed within the side	
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Sec. 12-263. - Use regulations.

	Required	Proposed
Fences and Walls	<p>a) Fences or walls constructed of processed materials and not exceeding 6 feet in height measured from either the adjoining property or the original topography of the property, without berming, whichever is more restrictive, with the exception of tennis court fences, may be erected within or along the boundaries of a lot or yard area, providing, however, that no fence or wall shall be erected on ocean side of State Highway A1A east of the easterly building line shown on the district map as elsewhere defined, nor any closer than 10 feet to the edge of the pavement of State Road A1A.</p> <p>b) Fences erected parallel to State Road A1A in the front of a property shall be permitted to be installed level between the north and south boundary lines with the height measured from the highest point of the property along the front property line (as defined above). Gates and gate posts shall be no closer than 40 feet to the edge of the pavement of State Highway A1A. Gates and gate posts within the RS-2 zoning district are permitted to be a minimum of twenty-five (25) feet to the edge of pavement of the state highway provided the total distance of a driveway leading to such gates is a minimum of forty (40) feet in length (including any curvilinear distance). All call boxes and/or gate-opening devices on the street entrance side of such gates shall be located with sufficient distance to permit two vehicles to queue within the driveway.</p>	<p>a. Wall is setback 10' from the front property line.</p> <p>b. 40' travel distance setback which accommodates the stacking of 2 vehicles. Condition of approval: Driveway gate and gate posts will be adjusted to ensure compliance with 25' minimum setback from the edge of pavement requirement (added to the code after original site plan approval).</p> <p>c. In compliance.</p>

	<p>c) Fence posts shall not exceed 7 feet in height and shall be not less than 20 feet apart, except as provided in subsection (A)(2) below, with lights and decorative features not exceeding 8 feet in height. These requirements shall be minimum standards subject to the approval of the Town Commission. All permits for fences and walls adjacent and parallel to State Road A1A shall be reviewed by and subject to the approval of the Town Commission prior to the issuance of a permit if not previously approved during site plan review.</p>	
Retaining Wall	<p>When a wall positioned between lots functions as a retaining wall, that wall shall not exceed the following height limitations:</p> <ol style="list-style-type: none"> 1. The height of a retaining wall parallel to the side yard property line shall not exceed a height of 6 feet; 2. A minimum of 3 feet of the maximum 6-foot retaining wall shall be dedicated as a header to allow for drainage and the prevention of water from sheeting over onto the abutting neighboring property while also acting as a fall protection measure. As it relates to retaining walls, a header shall be defined as the top portion of the wall which extends above the existing or proposed infill of grade. 	Provides a compliance notation.

Sec. 12-264. - Swimming pools, pool patios and decks.

	Required	Proposed
Location	<p>(1) Swimming pools (including, but not limited to jacuzzis, spas, hot tubs and the like) shall be permitted in all districts. They shall be constructed no closer than 15 feet to any side property line, or 45 feet to the center line of State Highway A1A.</p> <p>(2) They shall not extend east of the easterly building line or closer than 15 feet to the easterly right-of-way line of</p>	<p>(1) The pool is setback 15 feet from the side property lines and is setback more than 45 feet from the centerline of A1A (proposed in rear)</p> <p>(2) Does not extend east of the easterly building line</p> <p>(3) Provided from waters edge</p>

	<p>the Intracoastal Waterway, or 15 feet east of any seawall erected east of this line.</p> <p>(3) All measurements are to be made horizontally from the water's edge of the swimming pool to the specific reference point listed above.</p>	
Fuel storage	<p>Fuel for pool heaters, heating systems and generators may be stored either above the ground or underground. Fuel storage units installed above the ground shall be subject to the setback requirements otherwise set forth in the town's Code of Ordinances.</p>	Noted
Patio	<p>Flat and open patios with no footings may extend 15 feet east of the easterly building line and to the easterly right-of-way line of the Intracoastal Waterway.</p>	Does not encroach. Meets setback requirements.
Maintenance	<p>All swimming pools, jacuzzis, hot tubs, spas and fountains shall be maintained in such a manner that the operating equipment, such as pumps and filters shall be fully operational at all times.</p>	Noted
Maintenance	<p>All swimming pools, jacuzzis, hot tubs, spas and fountains shall be properly maintained and not allow for the accumulation of vegetative matter and/or debris. All swimming pools shall be maintained to provide for clarity of the water such that the bottom of the pool at the deepest point is clearly visible from the edge of the pool.</p>	Noted

Staff Recommendation

Based on the analysis of the Hillsboro Beach Code of Ordinances, the Consultant Planner recommends approval of the proposed work with the following conditions of approval which will be addressed during building permitting:

1. Driveway gate and gate posts will be adjusted to ensure compliance with section 12-263(A)(1)(b) that requires 25' minimum setback from the edge of pavement.
2. An application for a dock/seawall that meets the requirements of Town code section 12-268 (seawall regulations) shall be submitted to the Town Building Department prior to a Certificate of Occupancy being issued for the single-family residence.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Ordinance No. 2025-04 Water Rate Increase (Second Reading)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE WATER RATES CHARGED TO THE TOWN'S RESIDENTS; PROVIDING FOR AN AMENDMENT TO CHAPTER 10 OF THE CODE OF ORDINANCES ENTITLED "WATER" BY SPECIFICALLY AMENDING SECTION 10-1 ENTITLED "WATER RATES"; PROVIDING FOR AN INCREASE EFFECTIVE AS OF OCTOBER 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. 04 - Ordinance - Water Rates Increase (2nd Reading 10-7-2025)
 2. Sun-Sentinel Affidavit

ORDINANCE NO. 2025-04

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AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE WATER RATES CHARGED TO THE TOWN'S RESIDENTS; PROVIDING FOR AN AMENDMENT TO CHAPTER 10 OF THE CODE OF ORDINANCES ENTITLED "WATER" BY SPECIFICALLY AMENDING SECTION 10-1 ENTITLED "WATER RATES"; PROVIDING FOR AN INCREASE EFFECTIVE AS OF OCTOBER 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has requested and received a cost analysis relative to the improvement, replacement, and upgrade to the Town's existing water distribution system; and

WHEREAS, in order to insure the Town's financial ability to expend funds necessary to maintain the integrity of the Town's water distribution system, the Town Commission has received and considered the recommendation of the Town Manager to increase water rates;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Chapter 10 of the Town's Code of Ordinances entitled "Water" is amended by specifically amending Section 10-1, entitled "Water Rates" as follows:

(B) ~~Reserved.~~ Effective as of October 2025, the charges set forth in this Section shall be increased or decreased after review by the Town Commission and effectuated by the adoption of a resolution.

(D) ~~Effective July 1, 2008, the charges set forth in this section are a result of the 50 percent increase and subject to annual review by the Town Commission.~~ Effective as of October 2025, any increase in water consumption/bill rates shall be subject to an annual increase based on the Consumer Price Index (CPI) for the Miami-Dade Miami-Fort Lauderdale-West Palm Beach metropolitan area.

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

1 **SECTION 4.** That all ordinances or parts of ordinances and all resolutions or
2 parts of resolutions in conflict with this Ordinance are repealed to the extent of such
3 conflict.
4

5 **SECTION 5.** It is the intention of the Town Commission of the Town of Hillsboro
6 Beach, that the provisions of this Ordinance shall become and be made a part of the Code of
7 Ordinances of the Town of Hillsboro Beach, Florida, and the Sections of this ordinance may
8 be renumbered, re-lettered and the word "Ordinance" may be changed to "Section,"
9 "Article," or such other word or phrase in order to accomplish such intention.
10

11 **SECTION 6.** This Ordinance shall be effective after its adoption by the Town
12 Commission of the Town of Hillsboro Beach.
13

14 **PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO**
15 **BEACH, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2025.**

16
17 **PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO**
18 **BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS _____ DAY OF**
19 **_____, 2024.**
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21 TOWN OF HILLSBORO BEACH, FLORIDA

22
23 _____
24 Dawn Miller, Mayor
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26 ATTEST:

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28 By: _____
29 Sherry D. Henderson, CMC

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31 **ORDINANCE NO. 2025-04 Water Rates Increase**
32 **Record of Vote | Hillsboro Beach Town Commission**
33

	<u>YES</u>	<u>NO</u>
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SUN-SENTINEL

Sold To:

Town Of Hillsboro Beach - CU00114721
1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Bill To:

Town Of Hillsboro Beach - CU00114721
1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting .
Was published in said newspaper by print in the issues of, and by publication on the
newspaper's website, if authorized on Sep 26, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

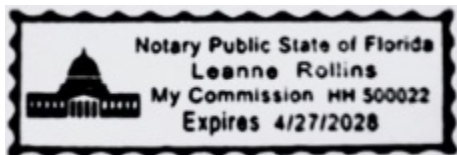


Signature of Affiant

Sworn to and subscribed before me this: September 27, 2025.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: shenderson@townofhillsborobeach.com, llittle@townofhillsborobeach.com
7870324

**TOWN OF HILLSBORO BEACH, FLORIDA
PUBLIC HEARING
TUE, OCTOBER 7, 2025, AT 9:30AM**

**ORDINANCE NO. 2025-04
WATER RATES INCREASE**

NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the Second Reading of Ordinance No. 2025-04 a PUBLIC HEARING will be held on Tuesday, October 7, 2025, at 9:30 a.m. in Town Hall, located at 1210 Hillsboro Mile, Hillsboro Beach, FL 33062. The Public can attend in person or provide comments via Live Zoom Video Conference.

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE WATER RATES CHARGED TO THE TOWN'S RESIDENTS; PROVIDING FOR AN AMENDMENT TO CHAPTER 10 OF THE CODE OF ORDINANCES ENTITLED "WATER" BY SPECIFICALLY AMENDING SECTION 10-1 ENTITLED "WATER RATES"; PROVIDING FOR AN INCREASE EFFECTIVE AS OF OCTOBER 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at said meeting in-person at Town Hall or attend virtually via Zoom Video, and be heard with respect to the proposed Ordinance, which may be inspected by the public in the Office of The Town Clerk, Town Hall, 1210 Hillsboro Mile, Hillsboro Beach, FL 33062. Zoom meeting log-in details are available on the Town website.

If any person decides to Appeal any decision made with respect to any matter considered at the Public Hearing, he/she will need a record of the proceedings and for such purposes may need to ensure that a verbatim recording of the proceedings is made, which records include the testimony and evidence upon which the Appeal is to be based.

In accordance with the American with Disabilities Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in these proceedings should contact the Town Clerk no later than two days prior to the Public Hearing at 954-427-4011 for assistance.

Sherry D. Henderson, CMC Town Clerk
TOWN OF HILLSBORO BEACH, FLORIDA
9/26/2025 7870324



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2025-39

A Resolution of the Town Commission of Town of Hillsboro Beach, Florida adopting the 2026 Town Commission Meeting Schedule.

Submitting Dept: Town Clerk, LaToya Little, Office Assistant

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Agenda Cover Memo - 2026 Commission Meeting Dates
 2. Resolution
 3. DRAFT - Proposed 2026 Meeting Dates



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: 2026 Commission Meeting Schedule
To: TOWN COMMISSION
Submitting Dept: Office of the Town Clerk
Agenda Date: November 22, 2024

1. BACKGROUND/HISTORY

Issue Statement: Staff propose adoption of the 2026 Commission Meeting Schedule.

2. CURRENT ACTIVITY

Town Commission adopts the 2026 Commission Meeting Schedule and shall exercise their powers in the manner prescribed by the Town Charter, the Constitution, and applicable laws of the State of Florida, or if not prescribed, then in such manner as prescribed by the duly established ordinances of the Town of Hillsboro Beach, Florida.

3. FINANCIAL IMPACT None

4. RECOMMENDATION

Due to the observance of a holiday in July and November; in addition to the General Election in November, the proposed **July 2026** and **November 2026** meeting dates should be reviewed and confirmed by the Board.

For your consideration, please review the proposed dates listed below. If it pleases the Board, kindly provide any alternate dates to be incorporated into the adopted 2026 Meeting Schedule.

JULY

- **Holiday Observance:** Independence Day – Friday, July 3, 2026
- **Proposed Meeting Date:** Tuesday, July 7, 2026

NOVEMBER

- **General Election:** Tuesday, November 3, 2026
- **Holiday Observance:** Veterans Day – Wednesday, November 11, 2026
- **Proposed Meeting Date:** Tuesday, November 10, 2026

Action Requested: Please review and direct staff regarding your preferred dates for the July 2026 and November 2026 meetings.

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RESOLUTION NO. 2025-39

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE 2026 TOWN COMMISSION MEETING SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the 2026 Town Commission Meeting Schedule;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves the 2026 Town Commission Meeting Schedule; a copy of the Meeting Schedule is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ___ day of _____ 2025.

TOWN OF HILLSBORO BEACH, FLORIDA

Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC

1 **RESOLUTION NO. 2025-39**
2 2026 Town Commission Meeting Schedule
3 **Record of Vote | Hillsboro Beach Town Commission**

	<u>YES</u>	<u>NO</u>
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7 Mayor Dawn Miller	<input type="checkbox"/>	<input type="checkbox"/>
8 Vice Mayor David Ravanese	<input type="checkbox"/>	<input type="checkbox"/>
9 Commissioner Vinnie Andreano	<input type="checkbox"/>	<input type="checkbox"/>
10 Commissioner Jane Reiser	<input type="checkbox"/>	<input type="checkbox"/>
11 Commissioner Heather Berman	<input type="checkbox"/>	<input type="checkbox"/>
12		

DRAFT COPY

DRAFT
9/15/2025

PROPOSED

2026 Meeting Dates

Date/Time		Meeting Type
Tue, January 6, 2026	9:00 am	Regular Meeting
Tue, February 3, 2026	9:00 am	Regular Meeting
Tue, March 3, 2026	9:00 am	Regular Meeting
Tue, March 10, 2026	7am - 7pm	Municipal Election
Tue, March 17, 2026	9:30 am	Reorganization Meeting
Tue, April 7, 2026	9:00 am	Regular Meeting
Tue, May 5, 2026	9:00 am	Regular Meeting
Tue, June 2, 2026	9:00 am	Regular Meeting
Tue, July 7, 2026	9:00 am	Regular Meeting
Town Commission is on Recess for the Month of August		
TBD		Budget Workshop
Tue, Sept 1, 2026	9:00 am	Regular Meeting
TBD		1 st Budget & Milage Rate Hearing
TBD		2 nd Budget & Milage Rate Hearing
Tue, October 6, 2026	9:00 am	Regular Meeting
Tue, Nov 10, 2026	9:00 am	Regular Meeting
Tue, December 1, 2026	9:00 am	Regular Meeting

Holidays	Observed On
New Year's Day	Thu, January 1, 2026
Martin Luther King Jr. Day	Mon, January 19, 2026
President's Day	Mon, February 16, 2026
Good Friday	Fri, April 3, 2026
Memorial Day	Mon, May 25, 2026
Independence Day	Fri, July 3, 2026
Labor Day	Mon, September 7, 2026
Veteran's Day	Wed, November 11, 2026
Thanksgiving Day	Thu, November 26, 2026
Day After Thanksgiving	Fri, November 27, 2026
Christmas Day	Fri, December 25, 2026

DRAFT COPY



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2025-40

A Resolution of the Town Commission of Town of Hillsboro Beach, Florida to Accept the Recommendation of the Evaluation Committee for RFP 2025-07-01 Residential Solid Waste, Bulk Waste and Recycling Collection Services.

Submitting Dept: Town Clerk, LaToya Little, Office Assistant

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Recommendation of Award 2025-07-01 Solid Waste, Bulk and Recycling Collection
 2. Resolution
 3. Waste Pro of Florida, Inc
 4. RFP 2025-07-01 Residential Solid Waste Bulk Waste and Recycling w addendums



MEMORANDUM

DATE: September 15, 2025

TO: Mac Serda, Town Manager

FROM: Donna Rockfeld, Procurement Manager

RE: Evaluation Committee Recommendation of Award - RFP 2024-07-01
Residential Solid Waste, Bulk Waste and Recycling Collection Services

BACKGROUND:

The Town's existing agreement with Waste Pro of Florida, Inc. for residential solid waste, bulk waste, and recycling collection services is scheduled to expire on October 31, 2025. A new contract must be awarded to ensure uninterrupted service.

The secure continued services, the Town of Hillsboro Beach inviting all experienced and qualified firms to submit proposals for residential solid waste, bulk waste, and recycling collection services.

SCOPE

The contracted firm will be responsible for collection services shall include automated collection of residential garbage carts, automated collection of residential recycling carts, multi-family garbage and recycling commodities, yard and bulk trash collection, and dumpster containers, and in accordance with the most current Federal, State, and local government standards/guidelines.

Pursuant to the Town's Code of Ordinance Sec 2-60 and in accordance with Florida Statutes, on August 5, 2025, the Town issued Request for Proposals (RFP) No RFP 2024-07-01 Residential Solid Waste, Bulk Waste and Recycling Collection Services notices were posted on DemandStar, the Town's electronic bidding platform and the Town's website, Notification was broadcast to 2,999 registered suppliers. Seventeen (17) suppliers registered as a plan holder on Demandstar. Two (2) addenda were issued in response to questions and requests for clarification.

On September 10, 2025, four (4) timely proposals and one declination were received: Proposals were received from (*in alphabetical order*):

- A.J. Panzarella, LLC dba Panzarella Waste & Recycling
- Coastal Waste & Recycling, Inc.
- Waste Management Inc. of Florida
- Waste Pro of Florida, Inc.

The Town Manager appointed an Evaluation Committee consisting of the Town Clerk, Building Official, and a Police Department Captain. Members independently scored proposals based on criteria outlined in the RFP. Procurement staff scored the cost proposals.

On September 15, 2025, the Evaluation Committee convened in a publicly noticed meeting to review, discuss, and rank the firms. The results were as follows:

<u>Ranking Order:</u>	<u>Points (out of 100)</u>
Waste Pro of Florida, Inc.	96.67
Coastal Waste & Recycling, Inc.	93.81
Waste Management Inc. of Florida	85.82
AJ Panzarella, LLC dba Panzarella Waste & Recycling	85.82

All four firms demonstrated strong qualifications and experience. After careful consideration of proposal responses, qualifications, personnel and equipment, customer service, implementation approach, and pricing, the Evaluation Committee determined it is in the Town's best interest to award the contract to Waste Pro of Florida, Inc.

FISCAL IMPACT

The Town currently has 2,389 residential units subject to billing. The current cost per residential unit is \$14.86 (\$35,500.54 per month) and encompasses all collection, transportation, and disposal costs, including tipping and disposal fees. The proposed all-inclusive cost per residential unit is \$15.39 (\$36,766.71 per month).

RECOMMENDATION:

The Procurement Manager recommends that the Town Commission authorize the Town Manager to negotiate and execute an agreement with Waste Pro of Florida, Inc., in an amount not to exceed \$15.39 per residential unit. The contract will be for an initial term of five (5) years, with up to three (3) additional two (2) year renewal options.

Attached: RFP 2025-07-01 Residential Solid Waste, Bulk Waste and
Recycling Collection Services
Evaluation Matrix and Bid Tabulation
Waste Pro of Florida proposal in response to RFP 2025-07-01

RFP 2025-07-01 Residential Solid Waste, Bulk Waste and Recycling Collection Services - Monday, September 15, 2025

EVALUATION CRITERIA		Points Available	AJ Panzarella LLC dba Panzarella Waste & Recycling	Coastal Waste & Recycling, Inc.	Waste Management Inc. of Florida	Waste Pro of Florida, Inc.
1	Personnel Experience and Qualifications	20				
	GF		19	18	12	20
	SH		13	19	19	20
	JP		17	17	17	17
	Average Points		16.33	18.00	16.00	19.00
2	Customer Services Program	10				
	GF		10	9	14	10
	SH		6	10	10	10
	JP		6	9	10	8
	Average Points		7.33	9.33	11.33	9.33
3	Past Performance - References	15				
	GF		10	13	17	15
	SH		10	14	14	15
	JP		11	14	14	15
	Average Points		10.33	13.67	15.00	15.00
4	Implementation and Approach	15				
	GF		14	14	8	15
	SH		9	14	13	14
	JP		11	14	15	11
	Average Points		11.33	14.00	12.00	13.33
5	Cost Proposal - Scored by Procurement	40	31.46	38.81	31.49	40.00
TOTAL SCORE (Averaged)		100	76.79	93.81	85.82	96.67

- 1 Waste Pro of Florida 96.67
- 2 Coastal Waste & Recycling 93.81
- 3 Waste Management Inc of Florida 85.82
- 4 AJ Panzarella, LLC 76.79

Cost Proposal Points Applied		AJ Panzarella LLC dba Panzarella Waste & Recycling		Coastal Waste & Recycling, Inc.		Waste Management Inc. of Florida		Waste Pro of Florida, Inc.	
2,389	Residential Solid Waste Collection	16.28	\$ 38,892.92	11.35	\$27,115.15	16.95	\$ 40,493.55	\$ 13.39	\$ 31,988.71
2,389	Recycling Collection Services	3.29	\$ 7,859.81	4.51	\$10,774.39	2.60	\$ 6,211.40	\$ 2.00	\$ 4,778.00
Total			\$ 46,752.73		\$37,889.54		\$ 46,704.95		\$ 36,766.71
Points = 40			31.46		38.81		31.49		40.00



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c. 3. Names of person(s) to be contacted for information or services if Different from name of person in charge.	
d. State if business is local, national, or international and indicate the Business legal status (corporation, partnership, etc.).	
e. Date business was organized and/or incorporated, and where.	
f. The physical location of the office from which the work is to be done And the number of professional staff employees at the office.	
g. Description of the history, organizational structure and composition of the firm.	
h. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.	
i. State if the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.	
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1- COVER LETTER / LETTER OF INTRODUCTION



COVER LETTER / LETTER OF INTRODUCTION

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation

September 10, 2025

Donna M Rockfeld
Procurement Manager
TOWN OF HILLSBORO BEACH

Dear Manager,

Solid waste and recycling collection services are vital to the happiness, well-being, and environmental health of the Town of Hillsboro Beach and its residents. Waste Pro of Florida, Inc. (hereafter referred to as Waste Pro) is committed to providing these services with a “Distinguishable Difference.”

Waste Pro is excited to submit our proposal for RFP Number: 2025-07-01 to provide **Residential Solid Waste, Bulk Waste, and Recycling Collection Services** to the Town of Hillsboro Beach. We have examined the Request for Proposals (RFP), understand the scope of services required, and are pleased to offer our experienced services to the Town. Our enclosed materials are formatted as requested.

Waste Pro’s “Distinguishable Difference” is a local commitment to world-class service. Our state-of-the-art equipment will always be in excellent shape. Our Town of Hillsboro Beach-based personnel will always be friendly and professional. And our service will be provided as scheduled, without fail.

Our “Distinguishable Difference” boils down to a simple truth: **As a Florida-based company embedded in our local communities, our municipal partners are our neighbors, and we believe in always doing our best by our neighbors.** This focus on local relationships drives our commitment to creating more sustainable, cost-effective waste and recycling solutions. “Caring for Our Communities” is both our motto and the hallmark of Waste Pro founder John Jennings’s business philosophy.

With revenue projected to exceed \$1.4 billion in 2025, we have the resources to provide the Town of Hillsboro Beach with the world-class service the residents deserve. **We are proud to be one of the largest providers of exclusive residential solid waste services in Florida, with operations in 61 of 67 counties.** Waste Pro has contracts in 12 Southeastern states, serving two million residential and 100,000 commercial customers across more than 500 cities and 260 exclusive municipal franchises. Throughout our footprint, Waste Pro believes that making our service “world-class” begins and ends with our local commitments to our municipal partners. We remain a privately-owned, family-operated company with a decentralized management structure. **This means that decisions regarding operations for the Town of Hillsboro Beach will be made quickly and efficiently.**

Waste Pro is no stranger to the **Town of Hillsboro Beach** communities, and the Town will benefit from our strong Southeast Florida service network. Our exemplary service and focus on local relationships have made us the company of choice for many of your neighbors, including Broward, Dade, Palm Beach, and St. Lucie Counties. **Our fully staffed Pompano Beach hauling facility will service this contract.** Waste Pro’s



Pembroke Pines location, located within 30 minutes of the designated disposal facility, can provide additional support to this facility, if needed.

As demonstrated in our proposal, Waste Pro’s Pompano operations will feature value-added benefits that create a “Distinguishable Difference”:

- ✓ **Credit Protection for the Town** If Waste Pro is awarded the new agreement under RFP 2025-07-01 at a residential unit rate lower than the temporary extension rate of \$16.86, Waste Pro will provide the Town with a one-time credit equal to the difference between the temporary rate and the awarded rate **for the temporary extension period**. This credit will be applied upon execution of the new contract. This ensures the Town and its residents are fully protected while recognizing that the temporary extension rate was established only to maintain continuity of service during the procurement process.
- ✓ **State-of-the-Art Equipment** The trucks for this contract will be kept clean and have a striking, environmentally themed color scheme with signage customized to the Town’s specifications. Trucks will be equipped with 360° monitoring cameras for safety and service verification purposes.
- ✓ **Locally Trained, Safety-Minded Drivers** We train our drivers locally, with a focus on local roads, disposal facilities, and service needs. Our drivers are encouraged to “go the extra mile” when servicing customers, and we reward them for this effort—we are the only solid waste company in the United States to offer a \$10,000 Safety Award to encourage safe driving and exemplary customer service. As a result, we have one of the lowest employee turnover rates in the industry and a safety rating that exceeds industry standards.
- ✓ **Career Advancement for the Town of Hillsboro Beach Employees.** Waste Pro is one of only two solid waste companies in Florida to offer DOT-approved CDL classes. We invest in our people, supporting qualified helpers as they advance their careers and are promoted to drivers.
- ✓ **Local, Responsive Customer Service** All calls to Waste Pro are answered locally, by a real person who lives and works alongside our customers. Customer service is one of our top priorities, and we are committed to responding quickly to any customer concerns. Our Pompano Beach customer service center is located at our local hauling facility and staffed by local residents.
- ✓ **Engaged Community Partnership.** In addition to facilitating education, public awareness, and increased recycling participation, we look forward to participating in community initiatives beyond bid requirements. Across our footprint, Waste Pro donates over \$1 million annually to local charities and engages in hands-on service at local community events. “Caring for Our Communities” means being a great service provider *and* a good neighbor.

At Waste Pro, **we have been proud to provide the Town of Hillsboro Beach with the “Distinguishable Difference”** in Residential Solid Waste, Bulk Waste, and Recycling Collection Services for more than a decade. Our goal as your service provider is to continuously revisit our operations for the Town, building on what works and addressing any areas where we might further improve our partnership with the Town.

We feel confident that Waste Pro is uniquely qualified to continue handling the Town of Hillsboro Beach collection service requirements. **Municipal contracts and partnering with local communities are our areas of expertise.** We have enclosed references and encourage you to contact these municipalities and ask their opinion of Waste Pro. We have conducted all necessary due diligence to confirm the material facts upon which our submittal is based. I will sign the agreement, and I have total control of contract authority over services and state that the contents of our response to this RFP are true and accurate.

Town of Hillsboro Beach

RFP#2025-07-01

Residential Solid Waste, Bulk Waste and Recycling Collection Services



We appreciate your time and consideration, and we look forward to continuing our long-time partnership in providing the Town of Hillsboro Beach with the “Distinguishable Difference” in the solid waste industry.

Best Regards,

A handwritten signature in blue ink, appearing to read "Kenneth Skaggs".

Kenneth Skaggs | Regional Vice President | Waste Pro of Florida, Inc.



2- PROPOSAL NARRATIVE

- a. Name of business.**
- b. 2. Mailing address/ website address /phone number.**
- c. 3. Names of person(s) to be contacted for information or services if different from name of person in charge.**
- d. State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).**
- e. Date business was organized and/or incorporated, and where.**
- f. The physical location of the office from which the work is to be done and the number of professional staff employees at the office.**
- g. Description of the history, organizational structure and composition of the firm.**
- h. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.**
- i. State if the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.**



PROPOSAL NARRATIVE

1. *Name of business.*
2. *Mailing address/ website address /phone number.*
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7. *g. Description of the history, organizational structure and composition of the firm.*
8. *h. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.*
9. *State if the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.*

For more than 24 years, Waste Pro has been partnering with communities across the Southeast to provide value-driven solid waste services. Founded in 2001 by industry legend John J. Jennings, Waste Pro is known as a “people” company because our employees and customers work hand-in-hand to create a “Distinguishable Difference” in the waste industry. Our focus on long-term local relationships drives our commitment to creating sustainable, cost-effective waste and recycling solutions for cities and counties like the Town of Hillsboro Beach.

Waste Pro has been serving municipal customers in Florida since 2001. We have enjoyed servicing residents in the Town of Hillsboro Beach since October 2015. We are proud of our partnerships across the state, including our role as the exclusive hauler for the state’s largest public university, the University of Central Florida.

WASTE PRO BY THE NUMBERS

 <p>OPERATING LOCATIONS 90+ operating facilities 32 landfills 20 transfer stations 4 materials recovery facilities (MRFs)</p>	 <p>CUSTOMERS 2 million+ residential 100,000+ commercial</p>	
 <p>FLEET 4,200+ state-of-the-art trucks with 3rd Eye 360 degree onboard cameras</p>	 <p>MRFS (recycling processing) Ft. Myers, FL; Ocala, FL; Sarasota, FL; Columbus, MS (commercial corrugated only)</p>	 <p>EMPLOYEES 5,000+</p>
 <p>MUNICIPAL CONTRACTS 260+ exclusive municipal franchises</p>	 <p>REVENUE Projected to exceed \$1.4 billion in 2025</p>	



In the table below, Waste Pro provides our company information as requested in the RFP.

Waste Pro Company Profile	
Name of Business:	Waste Pro of Florida, Inc.
Mailing Address:	3101 NW 16th Ter, Pompano Beach, FL 33064
Website Address:	https://www.wasteprousa.com/office/pompano-beach/
Phone Number:	(954) 633-2530 (Local Customer Service)
Name of Person to be Contacted:	Farid Abuchaibe / 801-634-4311
Location:	Local (with local operations in Broward County and headquartered in Longwood, Florida)/ Corporation
Date of Incorporation and Location:	January 5, 2001, in Florida
Physical Location of Office to Provide Service:	3101 NW 16th Ter, Pompano Beach, FL 33064
Professional Staff Employees at Office:	8
Description of the History, Organizational Structure, and Composition of the Firm:	Please see the rest of this Tab and Tab 3
Parent or Subsidiary	Subsidiary of Waste Pro USA, Inc.
Waste Pro is licensed, permitted, and certified to do business in the State of Florida. Applicable documentation is attached at the end of this Tab.	

Waste Pro’s Family Legacy

John Jennings, the son of a garbageman on Long Island, started his first waste collection company in 1973. He had no notion of how large the company might become, but his mission was simple: **to distinguish himself from the competition by providing the best possible service for his customers.** Fifty years later, the Jennings family continues to live and lead by this philosophy.



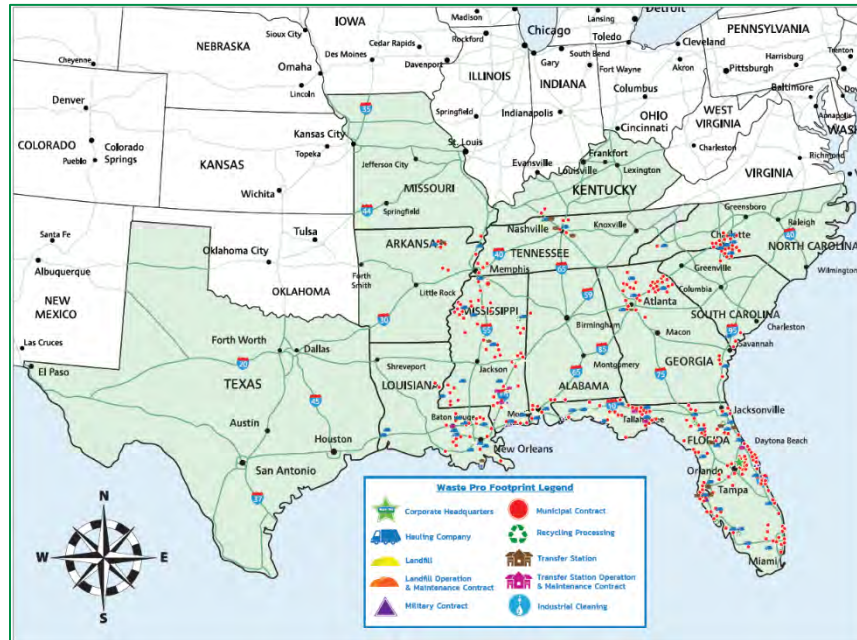
1973	John Jennings moves to Florida and breaks into the business by acquiring Pete's Garbage Service, starting with one truck. For the next two decades, he grows his presence in the Central Florida market, builds his reputation, and becomes a recognized leader in the industry.
1992	Jennings starts his first name-sake company: Jennings Environmental Services.
1996	As the result of a long-standing professional friendship between John Jennings and John Drury, Chairman and CEO of USA Waste Services, Inc., Jennings Environmental becomes first-tier subsidiary of USA in Florida and the Caribbean. Commanding a management team composed of many of Waste Pro's current leaders, Jennings oversees more than 160 municipal contracts.
1998	Jennings Environmental and USA experience rapid growth, leading to USA's acquisition of Waste Management, Inc. Because Waste Management dwarfs USA in size, the board of directors elects to change the USA name to Waste Management.
2000	Because they prefer to deal with local vendors and to facilitate personal connections with employees and their families, the Jennings Team operates differently from the bureaucratic makeup of a big national company. The entire Jennings Team decides to leave Waste Management to preserve their people-centric philosophy.
2001	Waste Pro begins operations. In the 20+ years since, Waste Pro has grown from a single operating location to a footprint across 12 states by sticking true to John Jennings's vision: <i>To create a more sustainable future through a mix of innovative, premium waste management solutions and back-to-basics investment in local relationships with our community partners.</i>
2018	The family legacy continues as Sean Jennings is named Waste Pro President.
2020	Sean Jennings is named Waste Pro CEO. Industry veteran and long-time Waste Pro VP Keith Banasiak is named COO.

Today, John's son Sean carries on the family legacy as a third-generation garbage man. With a lifetime of industry knowledge and over a decade of experience in operations and management, Sean Jennings has been Waste Pro President since 2018 and was named CEO in 2020. Waste Pro veteran Keith Banasiak was also named Chief Operating Officer in 2020, bringing nearly 40 years of management experience in the industry to the role. Much of our current leadership has been with Waste Pro for the long haul, invested in building the company from its earliest days. John Jennings maintains his dedication to Waste Pro's mission and future direction as Executive Board Chairman.



Waste Pro Partners with Communities in Florida and Across the Southeast

Waste Pro maintains exclusive contracts with more than 260 cities and counties in Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, Kentucky, and recently Texas. Waste Pro operates out of 90 locations, including more than 50 in Florida.



Across our footprint, we serve **more than two million residential customers and more than 100,000 businesses**. Waste Pro owns and operates **Material Recovery Facilities** in Ocala, FL; Ft. Myers, FL; Sarasota-Bradenton, FL; and Columbus, MS (commercial corrugated only). We also operate more than two dozen **construction and debris landfills** that have been of critical help to communities rebuilding after major storms.

The more than **4,200 heavy trucks in our fleet** (including many powered by CNG, compressed natural gas) are built for longevity. While we know that our drivers are our greatest safety and service asset, Waste Pro has invested in state-of-the-art truck-based and routing technologies to assist our teams in providing safe, efficient, and environmentally-friendly service.

We are proud to be based in Central Florida, where we have the distinction of being the region's second largest privately-owned company. Waste Pro is also one of the state's largest providers of exclusive residential solid waste services. **In Florida, Waste Pro currently services municipalities as small as LaCrosse, with 58 homes, and municipalities as large as Lee County, where we provide service to approximately 140,000 homes.**

Our Town of Hillsboro Beach Residential Solid Waste, Bulk Waste and Recycling team fully understands the scope of work that is specified for RFP 2025-07-01 collection services. Across our 12-state footprint, Waste Pro provides a range of single-family residential, multi-family residential, and commercial services to our municipal partners, including:

Waste Pro of Florida at a Glance

- 120** exclusive municipal contracts
- 33** hauling companies
- 1.6M+** residential customers serviced
- 61** of Florida's **67** counties



- ✓ Garbage Service
- ✓ Yard Waste Service
- ✓ Recycling Service (Single and Dual Stream)
- ✓ Bulk Waste Service
- ✓ Construction Debris Removal
- ✓ Fully or Semi-Automated Service
- ✓ Waste Transfer and Disposal
- ✓ Recyclables Processing and Marketing
- ✓ HHW & Special Event Service

Our Local Commitment to World-Class Service

Waste Pro’s key to providing premium, people-focused service is empowered local leadership. Our surprisingly lean corporate management team is focused on one function: supporting the regions in operations, administration, and marketing. Waste Pro’s local operations are managed by a highly experienced team of Regional Vice Presidents, Divisional Vice Presidents, Division Managers, and support staff. These regional teams are mandated to make decisions about local service plans. **Waste Pro’s decentralized management structure is designed to benefit our municipal partners: our local teams have the operational agility to respond to local needs without going through layers of corporate approvals.**

For Waste Pro, “local teams” are truly local. When a resident picks up the phone to call us, the person on the other end is right down the road of the Town of Hillsboro Beach. They know the ins and outs of your services, streets, and daily operations.

When it comes to serving our municipal partners, Waste Pro also understands **that our drivers and helpers are the heart—and the local face—of our operations.** They are encouraged to “go the extra mile” for our customers, and we reward these efforts:

Waste Pro incentivizes safety and customer service by offering our drivers an industry-high \$10,000 Safety Award and our helpers a \$5,000 Safety Award. Since 2004, more than 1000 drivers and helpers combined have earned over \$9.6 million in Safety Awards—30+ of them repeat winners.

We invest in career advancement. Our Co-Heart Program has allowed 500+ employees to earn their CDL through our DOT-certified in-house training. These newly-licensed employees—already experienced industry veterans—further build our team of talented drivers from within.

From our corporate management to our local leadership and staff, Waste Pro employees are taught the **Waste Pro Way: From the end of the driveway to the environment, Waste Pro has a commitment to caring.** Our mission is simple—we care for our people, who care for the people we serve. We are committed to helping our Waste Pros build fulfilling, balanced, lifelong careers, and this commitment is then reflected in the service our Waste Pros provide to our customers.

Innovating Today, Caring for Tomorrow

Since our founding in 2001, protecting the environment by providing innovative waste management solutions has been one of Waste Pro’s core commitments. This commitment is reflected in everything we do, from our daily operations and our investments in new technology to the colors we paint our trucks



and cans. Waste Pro's colors are both an aspiration and our environmental promise: **Blue Sky, Green Earth.**

But for Waste Pro, sustainability is more than working to reduce our company's impact on the environment. It is also about building long-lasting relationships with our customers, recognizing and taking care of our highly committed employees by helping them build long-term careers with work-life balance, and investing in the communities in which we operate.

As a family-run business, our commitment to environmental stewardship and sustainable, long-term partnerships is not just a business commitment. It's our promise to our children—and yours.

Requested Documentation

On the following pages, Waste Pro provides the following documents:

- Florida Certificate of Good Standing
- Sunbiz Report
- W9
- BTR Broward

State of Florida

Department of State

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.


The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 10, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2025*




Secretary of State

Tracking Number: 4862114002CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

POWER OF ATTORNEY

This Power of Attorney made this 6th day of August 2025, I, Sean M. Jennings, President, CEO and Secretary of Waste Pro of Florida, Inc., hereby appoint, Kenneth Skaggs, Regional Vice President, to do, bind, and execute the following on behalf of Waste Pro of Florida, Inc.

1. Execute, bid, and deliver any documents related to the Town of Hillsboro Beach - Request for Proposals for Residential Solid Waste, Bulk Waste and Recycling Collection Services - RFP No. 2025-07-01, including any addendums.

2. This Power of Attorney is intended to grant broad powers to Kenneth Skaggs to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Florida, Inc.

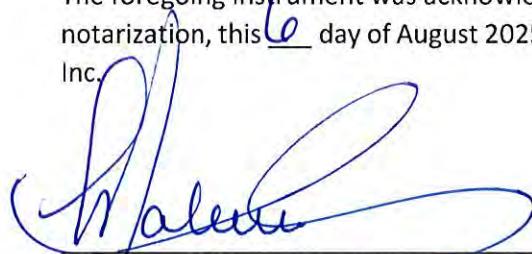


SIGNATURE of Sean M. Jennings
President, CEO and Secretary of Waste Pro of Florida, Inc.

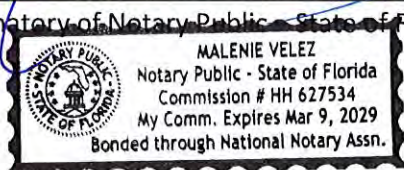
STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 6 day of August 2025, by Sean M. Jennings, CEO and President of Waste Pro of Florida, Inc.



(Signatory of Notary Public - State of Florida)



(Name of Notary Public)

Personally Known X or produced Identification _____ Type of
Identification Produced _____

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P01000003611

Entity Name: WASTE PRO OF FLORIDA, INC.

Current Principal Place of Business:

2101 W SR 434
3RD FLOOR
LONGWOOD, FL 32779

Current Mailing Address:

2101 W SR 434
3RD FLOOR
LONGWOOD, FL 32779 US

FEI Number: 59-3701785

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

VELEZ, MALENIE
2101 W SR 434
3RD FLOOR
LONGWOOD, FL 32779 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MALENIE VELEZ

01/10/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title CHAIRMAN
Name JENNINGS, JOHN J
Address 2101 W SR 434
3RD FLOOR
City-State-Zip: LONGWOOD FL 32779

Title CFO, EVP
Name SABINA, CORT
Address 2101 W SR 434
3RD FLOOR
City-State-Zip: LONGWOOD FL 32779

Title CEO, PRESIDENT, SECRETARY
Name JENNINGS, SEAN MICHAEL
Address 2101 W SR 434
3RD FLOOR
City-State-Zip: LONGWOOD FL 32779

Title COO, SVP
Name BANASIAK, KEITH
Address 2101 W SR 434
3RD FLOOR
City-State-Zip: LONGWOOD FL 32779

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CORT SABINA

CFO EVP

01/10/2025

Electronic Signature of Signing Officer/Director Detail

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above Waste Pro of Florida Inc.</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 2101 SR 434, Suite 315</p> <p>6 City, state, and ZIP code Longwood, FL 32779</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
5	9	-	3	7	0	1	7	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



3- FIRM AND PERSONNEL EXPERIENCE



FIRM AND PERSONNEL EXPERIENCE

1. *Indicate the firm's number of years of experience in providing the services as it relates to the work contemplated.*
2. *At a minimum, the Proposer shall provide the following information to demonstrate their experience and technical qualifications relative to the project role proposed:*
 - a. *Solid Waste Collection and Management: The Proposer shall detail both individual and collective experience in the collection, receipt, and disposal of municipal solid waste, including, at a minimum, the number of years these services have been provided. Projects most comparable to this one should be described in greater detail.*
 - b. *Bulk Waste and Vegetative Waste Collection: The Proposer shall present its individual member and collective experience in the collection and transportation of Bulk and Vegetative waste. The Proposer shall provide its experience in the receiving, and processing/disposal of Bulk Waste. Describe in greater detail projects most similar to this Project.*
 - c. *Recyclable Materials Collection and Processing: The Proposer shall describe both individual and collective experience in the collection and transportation of bulk and vegetative waste. Additionally, the Proposer shall detail its experience in the receipt and processing or disposal of bulk waste. Projects most comparable to this one should be described in greater detail.*
 - d. *Construction and Demolition (C&D) Debris Collection and Processing: The Proposer shall outline both individual and collective experience in the collection and receipt of construction and demolition debris. Provide a detailed description of projects most similar to this one.*

At Waste Pro, we believe people make the difference. We know that cleaner streets and superior service start with our division leadership, drivers, technicians, route supervisors, and customer service staff. **And for Waste Pro, these “local teams” are truly local.** We have been part of the Town of Hillsboro Beach community, serving the Town's customers for 10 years. Our employees live and work alongside our local customers, and we are proud to be part of the fabric of the local community.

Waste Pro leadership at our Pompano hauling facility and in the Southeast Region are the best in the business, with over 75 years of combined experience in the solid waste industry. This experienced service team will ensure to continue providing the world-class service to the Town of Hillsboro Beach.

These individuals currently support our operations in the Pompano Division and will apply their firsthand knowledge of RFP 2025-07-01 and its unique service needs to continue serving the Town and managing day-to-day operations.

At Waste Pro, local leadership is supported by a highly decentralized corporate structure. **In our experience, empowerment of local decision-makers yields customized operations and the safest, most efficient services for our municipal partners.**

For more information regarding our company history and experience with solid waste, bulk waste, vegetative waste, recyclable materials, and C&D collection and processing, please see Tabs 2 and 5 for more information.

Waste Pro currently provides Construction and Demolition (C&D) services to the cities and towns mentioned on the reference tab. Our expertise and resources allow us to deliver reliable, efficient, and environmentally responsible garbage and debris removal solutions that meet the needs of municipalities, contractors, and residents.

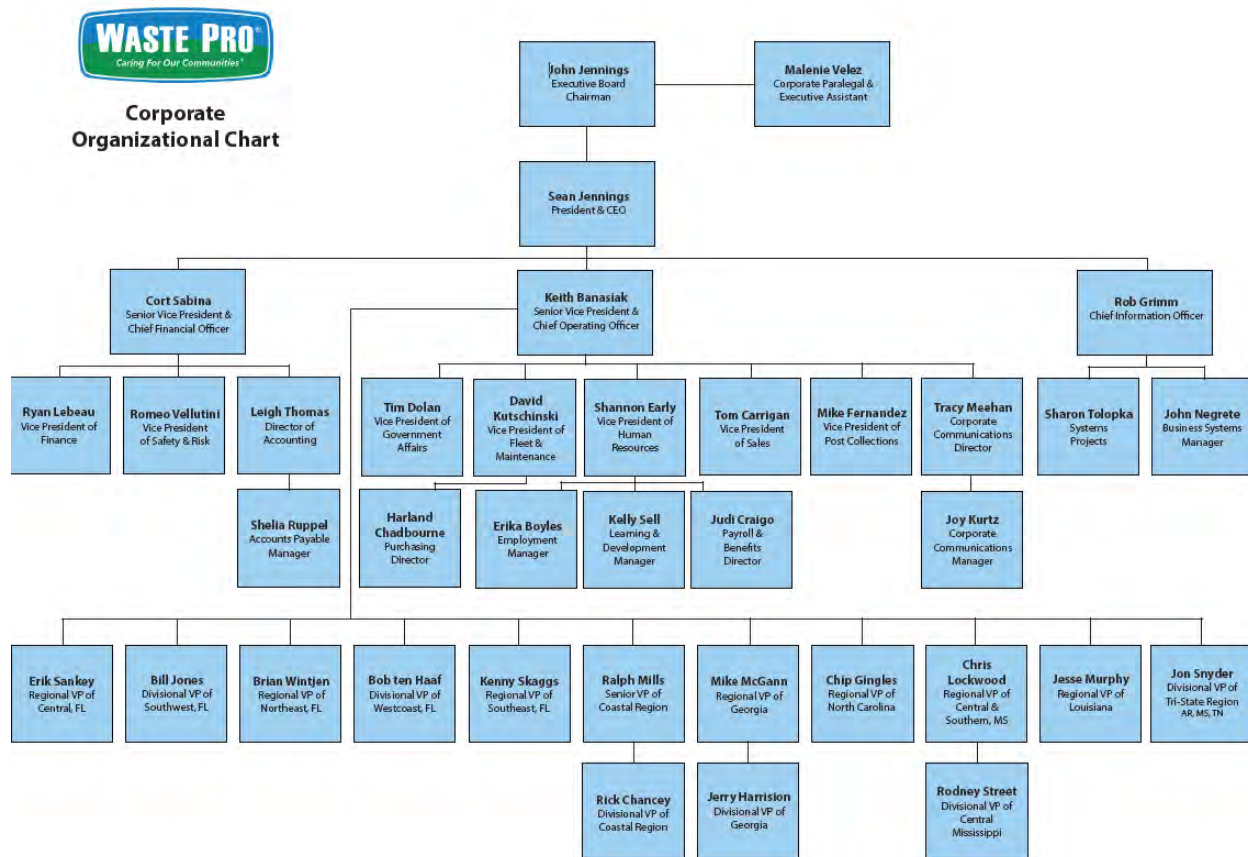


We offer a full range of container sizes, from 10 to 40 cubic yards and all type of compactors, to accommodate projects of varying scope. Containers are delivered promptly to designated sites and positioned for safe and convenient use. Once filled, Waste Pro provides timely removal, replacement, or servicing of containers, with flexible scheduling options available to align with customer and municipal requirements.

All collected garbage and debris is hauled to the disposal and recycling facilities in compliance with local, state, and federal regulations. Waste Pro’s experienced team of Roll off drivers and support staff ensure safe operations, minimal site disruption, and dependable service delivery.

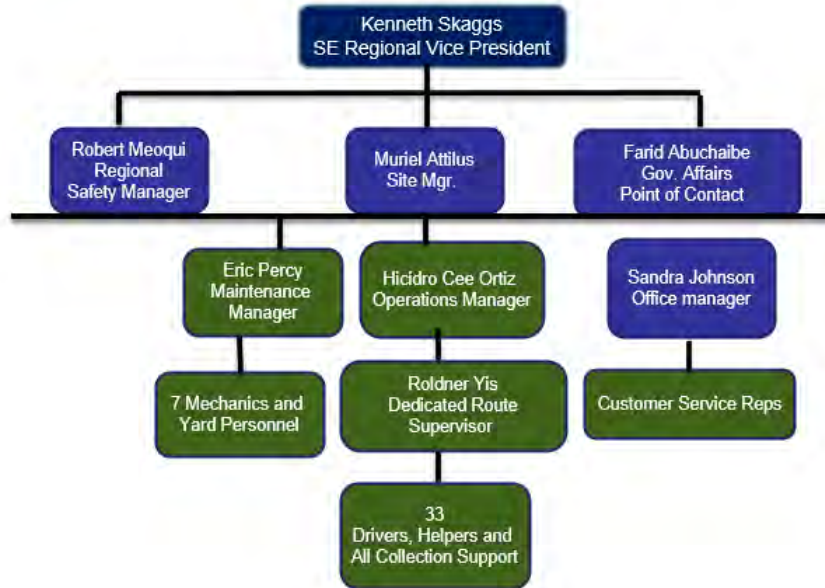
Through this service, Waste Pro continues to be a trusted partner to the cities and towns it serves, offering the experience, infrastructure, and commitment needed for effective C&D debris management.

Below, you can find the organizational chart for Corporate and the Pompano Division, along with biographies that describe the qualifications of our local and regional leadership.





**Waste Pro of Florida Inc.
Pompano Division
Town of Hillsboro Beach**



Kenneth Skaggs, Regional Vice President for South Florida

kskaggs@wasteprousa.com

Kenny Skaggs, a third-generation industry professional with 30 years of experience in the waste industry, started on the ground floor with a national hauler in St. Louis. Over the course of his career, he worked his way up to be an operations manager, district manager, and, most recently, senior district manager. In his most recent role, Kenny managed all aspects of service districts' operations, including operation, fleet, disposal transfer, and fabrication of revenue of \$4 million monthly, doubled gross margins, and reduced injury and turnover rates.



Kenny joined Waste Pro in 2022 as Regional Operations Manager in Southeast Florida, where he was responsible for overseeing day-to-day operations of transportation, hauling, and support for the region, which includes four hauling divisions, CleanPro, and Professional Waste. His duties also included involvement in P&L reviews, incident/injury investigations, and budgeting. In September 2022, Kenny was appointed Regional Vice President for Southeast Florida and continues to lead the region, which services more than 400,000 homes and 10,000 businesses.

In his role, Kenny manages the day-to-day operations of multiple divisions within his region, with daily support to managers in ensuring quality and budget performance. He monitors budget and operating metrics while diagnosing and improving processes, procedures, and performance, executes the Market's strategic capital budget, ensuring effective use of the budget through asset allocation; ensures appropriate spare ratios and asset disposal. He is also responsible for executing necessary precautions to ensure safety and compliance with Company, OSHA, and other standards and regulations.

Muriel Attilus, Site Manager

mattilus@wasteprousa.com

Muriel Attilus is a dynamic and results-driven Site Manager with a strong track record of success in the collection, disposal, sales, and management of solid waste and recycling services. Joining Waste Pro in 2022, she was quickly promoted to Site Manager of the Pompano hauling division where she assists with overseeing daily operations for residential, commercial, and roll-off routes. She helps ensure compliance and safety regulations are adhered to and fosters a positive and safe working environment. Having worked in various positions in the hauling industry for over 13 years, she is adept at overseeing and improving operational performance, implementing safety programs, and ensuring customer satisfaction. Prior to Waste Pro, she worked for Republic Services of Florida as an Operations Manager, Operations Supervisor, and Customer Service Supervisor. As Operations Manager, she oversaw five municipal contracts with 90 collection routes including residential, commercial, and industrial with a team of nine Operations Supervisors and over 150 drivers.



Eric Percy, Fleet Maintenance Manager

epercy@wasteprousa.com

Eric Percy's major focus for the Town of Hillsboro Beach contract will be:

- Manages maintenance departmental hiring, training, coaching, performance management, discipline, scheduling of work assignments, and overtime authorization.
- Maintains an ongoing preventive/corrective maintenance program which sets the standard for service excellence.
- Review status reports including road calls, breakdowns, parts inventory, repairs, and safety performance.
- Provides hands-on maintenance assistance as needed.
- Education of driver responsibilities as it relates to DVIR's, operation of fleet vehicles, and basic CDL requirements.
- Assures all maintenance-related data is available for input in the vehicle maintenance system.
- Responsible for establishing maintenance related training sessions that improve overall fleet condition and operational knowledge of drivers, mechanics, and shop personnel.
- Administer and monitor regional adherence to federal and state programs and oversees maintenance in accordance with EPA and other mandatory regulations.
- Verifies implementations of required DOT, OSHA, EPA regulations and monitors conformance as required on an ongoing basis. Coordinate efforts with local Safety, Corporate Safety, and Regional Maintenance Manager.
- Responsible for implementation/monitoring of all fleet maintenance activities (e.g., Pre/Post Trip, safety lane, warranty recovery, tire standards, oil/lubricants, major component failure, and all new initiatives).
- Analyze service issues related to fleet maintenance and performs root cause analysis, recommends remediation methodologies, and escalates as needed to address issues.

Sandra Johnson, Office Manager

sjohnson@wasteprousa.com

Sandra Johnson has over 15 years of customer service experience and has been with Waste Pro for over four years. Sandra is a high-powered Customer Service Supervisor who effectively motivates associates through continual bilingual guidance, direction, development, and coaching. She oversees three customer service representatives and specializes in quality service, customer retention, productivity, and team management. Prior to her time at Waste Pro, she worked as a lead teller for a bank for over 10 years.



As the supervisor of the customer service department, Sandra's responsibility for the Town of Hillsboro Beach includes ensuring all customer complaints are resolved in a prompt and efficient manner and managing all administrative functions in the office.

Robert Meoqui, Regional Safety Manager, Southeast Florida

rmeoqui@wasteprousa.com

Robert Meoqui is a 15-year solid waste industry veteran. As the Regional Safety Manager in Waste Pro's Southeast Florida Region, he is responsible for developing and implementing safety policies and standard operating procedures (SOPs) and solidifying the foundation for safety and risk in the region, with the purpose of creating overall safety-conscious, safety awareness and safety leadership within each of the area divisional offices.

He is keenly aware and ensures that the divisions comply with all Federal, State, DOT, OSHA, NIOSH, and EPA regulations. His responsibilities also include training to the standards of the national OSHA Programs, including but not limited to Hazardous Communications, HECF, Fall Protection, Hearing Conservation, BBP, PPE, Confined Spaces, P.I.T., and Respiratory Program. Working with the division managers and the Regional Vice President, Kenneth Skaggs, he works daily to effectively counter and attack high-risk behaviors to maintain and preserve a high level of safety for Waste Pro staff and the residents that we serve.

*Farid Abuchaibe Government Affairs for the Southeast Florida Region – Town's Primary Contact
(801) 634-4311 | fabuchaibe@wasteprousa.com*

Farid Abuchaibe's major focus for the Town of Hillsboro Beach contract will be maintaining a working relationship with the Town of Hillsboro Beach and serving as a liaison for Waste Pro's participation in community-sponsored events; consulting with municipal officials and community groups to foster key relationships and business partnerships; assisting with complaint resolution with Town's staff and elected officials; and serving as the Contract Administrator.



Since joining Waste Pro in 2019, Farid has over 12 years of experience in solid waste and recycling management, including significant roles in Utah and Michigan. He holds an MBA from the University of Phoenix and specializes in operational efficiencies and safety awareness, leading to fewer injuries in the communities he serves. He ensures customer satisfaction and promotes green initiatives.

Solid Waste Route Supervisor and Operations Manager

3. Solid Waste Route Supervisor and Operations Supervisor The Proposer shall provide detailed qualifications and resumes for the Solid Waste Route Supervisor and Operations Supervisor assigned to this Project.

The submission should clearly define each individual's role and responsibilities in the execution of this Project, highlighting their experience in route planning and management, crew oversight, safety compliance, equipment coordination, and problem resolution in day-to-day operations.

Include information on their years of industry experience, familiarity with similar service areas and municipal requirements including years of directly relevant experience in solid waste collection operations and supervision and any specialized knowledge relevant to the scope of work. The Proposer must demonstrate that these key staff members possess the skills and operational understanding necessary to ensure reliable and efficient service delivery.

Detailed qualifications and resumes for our proposed Solid Waste Route Supervisor and Operations Manager are provided below.

Hicidro "Cee" Ortiz, Operations Manager

hortiz@wasteprousa.com

Cee Ortiz has over 20 years of experience in the solid waste industry with 17 years of hands-on management experience including in customer service, dispatch, transfer station operations, hauling operations, and safety. Cee joined Waste Pro in 2018 as an Operations Manager working in the Pompano Beach hauling division. Prior to joining Waste Pro he worked for Republic Services for 11 years in various roles including as an operations manager, route supervisor, hiring supervisor and trainer, dispatcher, and driver. As an Operations Manager in Tampa for Republic he was responsible for 21 residential routes, 15 front load routes, and 10 roll off routes as well as three supervisors, three dispatches, and eight mechanics. His extensive experience in all aspects of the waste industry provides expertise which he brings to his local customers. He also holds a bachelor's degree in Business Administration.



Cee will be accountable for the daily evaluation of the truck and manpower needs for the Town of Hillsboro Beach collection contract and to ensure that all trash is picked up as scheduled and the routes are completed for the day

His other responsibilities include:

- Directly responsible for the supervision of drivers and helpers and performance of daily operations.
- Greet drivers upon their arrival to the yard, ensuring that pre / post trips are conducted, talking with drivers / helpers to share key service, safety, and equipment issues. Plan routes and address special needs for the day. Communicate daily with drivers and helpers making them part of the Waste Pro team.
- Follow the routes to ensure that Waste Pro provides a Distinguishably Different level of service to customers. Responds to dispatch calls or messages submitted via the Trac-Ez system. Address

customer service requests, complaints and inquiries by speaking with the resident or leaving a notice in their absence. Monitor large piles or appliances to ensure they are handled accordingly. Check on and pick up late put outs or missed pick-ups. Talk to the driver to clarify any unique requirements and to make him/her aware of the situation for the same day's pickup. Interact with City government employees as needed.

- Perform route observations to ensure safety procedures are followed. Complete route observation reports and discuss observations with drivers and helpers including safety issues, customer calls, route cleanliness and truck appearance. Identify training needs and review with drivers. Maintain extra gloves/safety glasses, flyers, door hangers, pads, recycling bins and carts as applicable in vehicle.
- Review weekly demand / volume for routes, determine potential gains from re-routing, and recommend re-routes to the routing specialist.
- Share "Decision Driving" techniques and ensures that employees adhere to and are knowledgeable of Waste Pro service and safety guidelines.
- Drive or assist on routes to cover shortages or assist drivers/helpers who are behind normal schedule.

Roldner Yis, Residential Route Supervisor

ryis@wasteprousa.com

Roldner Yis has over 28 years of experience in the transportation industry, joining Waste Pro in 2022 as a Route Supervisor. Currently, he is responsible for managing drivers and daily operations including supporting daily safe work practices, assisting in the resolution of complaints, and conducting route observations and safety meetings. Prior to his time at Waste Pro, he worked at Evergreen Transport for 23 years first as a driver and then as a Transportation Supervisor for 17 years. As a Transportation Supervisor, he oversaw 22 employees supervising the daily outbound shipments and ensuring a safe working environment. As a driver, Roldner maintained a safe driving record and holds a Class A CDL with (X) Tanker/Hazmat, (T) Double and Triple endorsements. He received a bachelor's degree in Supervision and Management in 2013 and an MBA in HR Management in 2016.



Roldner Yis will oversee daily operations of residential routes for the Town of Hillsboro Beach, ensuring all routes are completed on schedule and in compliance with the Town's standards as well as performing inspections to prevent missed pickups.

His other responsibilities include:

- Directly responsible for the supervision of drivers and performance of daily operations. Welcome drivers upon their arrival to the terminal; make sure that pre and post trip inspections are conducted properly.
- Establish and maintain a clean, safe work environment and guiding each one while backing up to head out for route.
- Support daily safe work practices according to company policy and contribute with other managers with the delivery of weekly safety meetings.
- Scheduling delivery of container and service days. Review productivity reports daily (yardage, tonnage and hauls).



- Follow the routes to ensure to assist them and help Waste Pro provides a distinguishably great level of service to residents. Resolve all customer issues, complaints and inquiries in a timely manner.
- Conduct route observations to ensure safety procedures of DOT and the organization are followed. Monitor driver throughout the day to ensure all routes are completed.
- Answer to vehicle incident investigations, workers compensation and property damage claims. Conduct safety weekly safety call with upper management, and corporate to report incident and property damage cases.
- Conduct road test for new driver and offer training and direction for new personnel.
- Complete disciplinary actions to those who violate DOT or company policies.



4- CUSTOMER SERVICE PROGRAM



CUSTOMER SERVICE PROGRAM

The Proposer shall submit a detailed Customer Service Program as part of its proposal. The program should outline the approach to handling customer inquiries, complaints, and service requests, with a particular focus on the identification and elimination of repeat issues.

The Customer Service Program must include strategies for tracking and resolving complaints, methods for communicating with customers, performance metrics used to measure customer satisfaction, and procedures for staff training and accountability. The Proposer should demonstrate a proactive approach to customer service that ensures responsiveness, consistency, and continuous improvement.

The Proposer is encouraged to include in its submission any past Customer Satisfaction Surveys that have been conducted and validated by a qualified third-party entity. These surveys should reflect the satisfaction levels of residential and commercial customers, rather than those of the contracting government agency.

At Waste Pro, we believe that people make the difference, and caring never goes to waste. The Town of Hillsboro Beach has seen this “Distinguishable Difference” in our approach to customer service. Whether we are answering a call from a resident or participating in local community events, we are committed to continuing to provide the Town of Hillsboro Beach with world-class service—locally.

We believe that when a Hillsboro Beach resident picks up the phone, they should reach a customer service team operating locally. Our Pompano office has a dedicated customer service office staffed with local residents. As experts in Waste Pro’s day-to-day operations in the Town, this specific team of an ombudsman and three customer service representatives will answer questions and quickly forward comments or complaints to the relevant parties for immediate resolution. Our live, locally-based customer service teams provide a direct line of communication between our municipal partners and our hauling operations.

Effective Operations and Training

The first step to effective customer service is operations. We check and double-check our work to eliminate complaints before they happen. The operations piece of our customer service protocol includes training, route planning, and boots-on-the-ground supervision:

Employees are educated on the specific needs, rules, and regulations of Hillsboro Beach's contract.

All employees undergo comprehensive training focused on company policies and procedures.

Employees are taught the *Waste Pro Way*, which includes professional conduct and customer service.

New drivers and helpers run supervised routes for two weeks before they begin to work independently.

Routes are set up so that teams can assist one another if unexpected service delays occur.

Route Supervisors communicate with drivers and spot check routes to ensure service is running on time and up to Waste Pro's high standards.

This is the start of our customer service philosophy: **if you perform the service correctly, there are no**



complaints. However, we know that even with the best laid plans and most dedicated team members, sometimes issues or customer questions do arise. This drives the second part of our customer service philosophy: **All customer issues are resolved in a timely and prompt manner. As our detailed customer service protocols below illustrate, Waste Pro has technology and processes in place to ensure that any questions that cannot be answered during a customer’s initial phone call are immediately forwarded to the appropriate parties for resolution.**

Our Hillsboro Beach Customer Service Office and Local Staff

Waste Pro is providing world-class customer service to the residents of the Town of Hillsboro Beach through a combination of a **Supervisor and Customer Service Representatives (CSRs) specifically trained on the Town’s contract** and **technologies that ensure efficient, customer-focused workflows.** As part of our Pompano office, we will have a customer service office staffed with an Office Manager, Supervisor, and three CSRs. We employ software and reporting tools for workforce management to assess staffing capacities and requirements, ensuring that we maintain an adequate number of employees to deliver high-quality customer service. As we described above, our Customer Service Representatives are hired locally, to the benefit of our customers. When customers call their local division, they will reach staff who are well-versed in the specifics of their municipal contract—and who have firsthand knowledge of local roads and neighborhoods and the kinds of local events or conditions that may impact collections.

Town of Hillsboro Beach Customer Service Representatives Provide a High Level of Service

- ✓ **No automated attendants**—Real people answer the phone!
- ✓ Using our Trac-EZ system (described below), Pompano's dedicated Office Manager will ensure all issues are closed out or scheduled by the end of the day.
- ✓ In addition to their training in company policies and Waste Pro’s best practices in customer service, all CSRs currently working to support our Hillsboro Beach contract received two weeks of real-world, hands-on training as they answer calls under the supervision of the Pompano Office Manager.
- ✓ Contingency planning: Pembroke Pines CSRs are also trained in the Hillsboro Beach contract and can assist customers if needed, such as during severe weather events.
- ✓ To maintain quality assurance, we implement a quality monitoring form for both live and recorded calls, with feedback provided on the interactions. Additionally, we employ a Monitor, Barge, Whisper program, enabling supervisors to listen to calls, offer feedback, or intervene when required.

The customer service office for Hillsboro Beach provides a local, toll-free phone number—954-633-2530—manned by personnel exclusively focused on Hillsboro Beach Contract, available from 8:00 am to 5:00 pm, Monday through Friday. Individuals calling after hours are invited to leave a message, which will be addressed promptly on the next business day.



Incoming Calls

8x8 Phone System

Waste Pro employs a Voice over Internet Protocol (VoIP) phone system known as 8 x 8. This cloud-based service allows calls to be answered from any location, including home, which is particularly beneficial during inclement weather that may prevent staff from reaching the office or cause power and internet disruptions. In such cases, 8 x 8 enables us to operate our phone systems remotely before transitioning our phone lines back to the local office once services are restored.

The 8x8 system is engineered for user convenience and can be tailored to meet the specific requirements of the Town and its residents. Features include:

- ✓ **Call Back:** Our system will inform customers of their queue position and allow them to choose between waiting or receiving a return call. The callback feature also enables us to reconnect in the unlikely event of a dropped call or an unintentional disconnection.
- ✓ **Customized Front-End Messages in Multiple Languages:** In the case of modifications to services, the system can inform residents of these changes, particularly during adverse weather conditions and holidays.
- ✓ **Customized Phone Numbers:** When Hillsboro Beach residents need to reach Waste Pro, they will call a dedicated **local** phone number.
- ✓ **Press Options:** Our system can be configured with various press-off options should the Town choose to utilize this feature.

Beyond customer interaction, 8x8 also offers data analytics and tracking capabilities, enabling the monitoring of call times, wait durations, and overall call quality. This functionality allows Waste Pro to generate reports and statistics from call logs, ensuring transparency regarding customer service levels and compliance with reporting obligations.

Trac-EZ

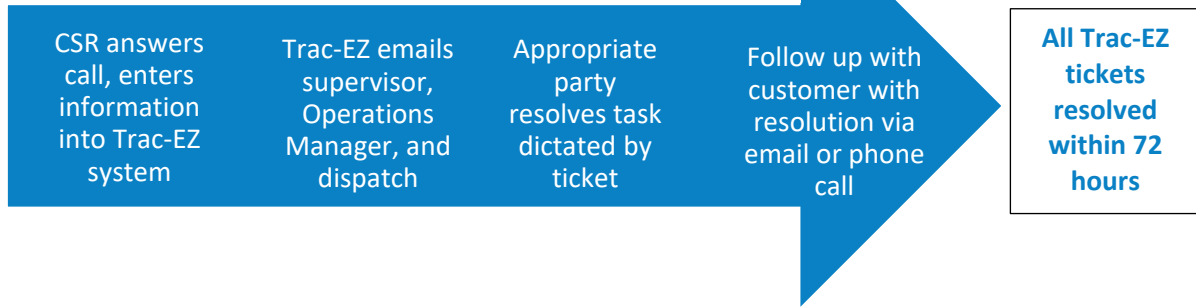
Waste Pro plans to implement a web-based customer service platform in Hernando County called Trac-EZ. Trac-EZ is designed to help Waste Pro and its community partners manage customer service workflow.

When a customer calls our Pompano customer service line, a CSR will log the customer's request into the Trac-EZ system, where it will be attached to the customer's account. In addition to contacting us by phone, **residents can create their own Trac-EZ requests simply by clicking an icon on the Town or Waste Pro website and filling in a form.** Finally, if a customer calls the Town instead of our office, **Town staff can also log tickets in the system.** Trac-EZ provides Town staff as well as Waste Pro staff—both in the office and out in the field—with **real-time access to customer service requests.**

Currently, the Town has access to this tracking system at no cost and in the spirit of **full transparency**—every call that Waste Pro receives is logged, and resolution times is easily available to the Town for review.



When a call is received at our Pompano facility or an online Trac-EZ ticket is generated by a customer or Town staff, the following **customer service workflow** will be activated:



The screenshots below, from our CSRs at Waste Pro’s Pompano Division, illustrate what the Town is experiencing from our Trac-EZ software. Customer requests, complaints, questions, and compliments are recorded centrally in Trac-EZ.

This screenshot shows a single screen compilation of timestamped calls received in August 25/2025.

Case #	Created	City	Type	Status	Address	Subdivision	Incident Coord.	User Coord.	Personal Information	Elapsed Time (Hrs)	ActionDate
4729979	8/25/2025 11:13 AM	HILLSBORO BCH	Requests	Closed	901 HILLSBORO MILE HILLSBORO BCH, FL 33062				Cart Request Recycle 111-111-1111	0	

Residential - Deliver 96 Gal Cart
7 recycle carts is needed
Driver / Supervisor Call In

Resolutions
The carts are delivered.

The screenshot, above, shows the **logging and resolution of a single customer call**. At 11:13 am on August 25, 2025, a customer called and informed the local Waste Pro team that they needed 7 new recycling carts. By the afternoon, the log was closed, with a note indicating that the driver confirmed this customer had received the 7 recycle carts.

Note: Identifying information has been redacted from both screenshots for customer privacy.

The screenshot below shows the number of requests/complaints logged during the last 12 months.



Farid Abuchaipe-
Waste Pro / Mackie

Summary of Incidents for Town of Hillsboro Beach

Waste Administration

Incident Type: Complaints x Compliments x Requests x | Date Range: 09/01/2024 - 09/03/2025 | Summary By: Year | Submit

Print Download

	2025/09/25	Total
Waste Administration - Driver / Supervisor Call In	1	1
Waste Administration - Residential - Deliver 96 Gal Cart	1	1
Totals	2	2

Waste Pro’s Commitment to Effective Customer Communication

Waste Pro is always happy to hear from our customers via phone or via a Trac-EZ ticket. When our customers need to hear from us, for updates including holiday schedules and potential service changes during adverse weather, Waste Pro utilizes several fast and effective communication channels. **Call-Em-All and Text-Em-All.**

Our Call-Em-All and Text-Em-All automated notification program allows us to quickly reach out to residents via phone call and/or text message to inform them of temporary service changes, including adverse weather collection schedules.

We work with our municipal partners to gather the necessary customer data to implement this program.

Online Communication

Waste Pro’s corporate communications team works with our local staff to utilize a custom Hillsboro Beach Waste Pro service webpage (<https://www.townofhillsborobeach.com/295/RecyclingSolid-Waste-Information>).



Home • Community Info • Recycling/Solid Waste Information

Recycling/Solid Waste Information

For Concerns, questions or repair requests,

Waste Pro can be reached at : 954-633-2530



Service Days

Trash	Two Times Weekly	Tuesday and Friday
Recycling	One Time Weekly	Tuesday
Yard and Bulk Waste	One Time Weekly	Friday
Electronics Recycling	Drop off behind Town Hall and place in specially marked containers	Any Weekday 8:00 a.m. - 5:00 p.m.

Reminder

No solid waste or recycling collection on Thanksgiving Day, Christmas Day and New Year's Day

Important Contact Information

For service issues or to get more information on Waste Pro and the Town's waste program :

- Waste Pro Customer Service Hours:
Monday – Friday 8:00 a.m.-5:00 p.m. and
Saturdays 8:00 a.m. – 12:00 p.m.
Call Directly at 954-282-6800
- Visit: www.wasteprousa.com
- Visit: www.townofhillsborobeach.com/295/RecyclingSolid-Waste-Information

Other Guidelines

- Bulk waste items include household goods such as sofas, chairs, mattresses, tables, appliances (white goods), carpet and padding, etc.
- For safety reasons, residents are required to box or wrap any mirrors, glass panels or window panes before disposing of them curbside.
- Yard waste includes unbundled shrub and tree trimmings, palm fronds and brush.
- Bulk and vegetative waste should be placed within 5 feet of street not later than 7:00 a.m. on your assigned bulk/vegetation collection day.
- Bulk waste and yard waste materials must be generated by the resident at the residential unit where the bulk is collected.
- Vegetative yard trash may be set out at the curb in biodegradable bags, plastic bags or rigid containers. Vegetative yard trash may also be tied, bundled or stacked in piles at the curb.



This site includes local contact information and service information and will be updated to include holiday schedules.

A Customer Service Approach That Speaks for Itself

Each facet of our customer service approach adds value to the customer service experience. Our training and operations approach, refined through years of experience in and around Florida, helps to prevent service issues before they even happen. When issues do arise, our local, contract-specific CSRs and dedicated Office Manager provide personable support to our customers. Our technology capabilities through our 8x8 phone system and Trac-EZ platform provide convenient and transparent methods of communication between Waste Pro, the customer, and the Town. Combining each element results in a high level of customer service and leaves no question unresolved.

We take pride in our dedication to providing exemplary services and customer service. For Waste Pro, hearing from satisfied customers confirms that our approach works. Our Google Ratings and Reviews from our Waste Pro – Pompano location, sampled below, paint a picture of our current high level of service and satisfaction.



Leveraging Social Media for Service Updates and Collection Program Success

The best strategy to reach residents is to meet them where they already are—including online.

And in our experience, the most effective way to reach our residential customers via social media is through the official social media channels of our municipal and county partners.

Division	Google Rating	Number of Reviews
Waste Pro – Pompano	4.9	1,591

Google Reviews

Ran across the most amazing clam truck driver the other day by the name of Diamond..she was so mannerable and helpful and patient..great person with a outstanding personality and did a wonderful job helping clean my mom yard. Lucy Bevans in August 2025. ★★★★★



Waste Pro has designed recycling education and other informational graphics for the Town to share with residents throughout the 10 years of partnership.

The **Reduce, Reuse, Recycle** mantra is fundamental to our operation. Our mission is to create sustainable recycling solutions for our municipal partners. We encourage and help build local recycling programs that do the following:

- Increase waste diversion from local landfills
- Reduce recycling contamination
- Contribute to local economies

At Waste Pro, our services are highly local and tailored to each community partner we serve. These highly local, tailored recycling programs are part of our “Distinguishable Difference.” We know that recycling does not look the same everywhere among other factors, recycling targets can be driven by state and local waste diversion goals, economic viability, local processing infrastructure, and residential



participation rates. In light of these particularities, it is our goal to help Counties and Cities maximize their individual recycling potential.

In our **existing partnership with the Town of Hillsboro Beach**, recyclable materials are collected weekly and brought to the Waste Connection transfer station in Deerfield.

Across our 12-state footprint, Waste Pro has ample experience partnering with local municipalities to help them meet their recycling goals. Our services are highly local and tailored to each community partner we serve. These highly local, tailored recycling programs are part of our “Distinguishable Difference.”

We operate from the understanding that the biggest recycling gains are made when residents understand how to recycle correctly. This means that only non-bagged program recyclables are going into recycling carts. The benefits that come from increasing recycling volumes are negated if that recycled material is so contaminated that the processing facility cannot accept it.

HILLSBORO BEACH GUIDE TO RECYCLING

YES PLEASE

THESE ITEMS CAN BE RECYCLED



Aluminum, Tin and Steel Cans



All Colors Glass Bottles and Jars



Paper and Cardboard

Please remove lids from plastic bottles.



Food and Beverage Cartons



Plastic Bottles and Containers (#1-7)

Rinse out containers before placing in your cart.

NO THANKS

THESE ITEMS CANNOT BE RECYCLED



No Cords, Appliances or Lights.



No Styrofoam, Foam Containers or Packaging



No Paper Towels, Plates, Cups, Tissue or Wax Paper



No Scrap Metal, Construction & Yard Debris



No Plastic Bags*, Wrap, Food, Packaging or Film
*Plastic bags can be dropped off at your local grocery store.



Wish-Cycling is NOT Recycling.
When in Doubt... **THROW** it Out!

PLEASE DO NOT THROW PLASTIC BAGS IN RECYCLE CONTAINER



954-282-6800



5- PAST PERFORMANCE – REFERENCES



PAST PERFORMANCE – REFERENCES

References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.

The Proposer shall provide details of at least five (5) directly relevant projects that clearly demonstrate experience with facilities and services similar in size, scope, and complexity to those proposed for this Project.

Additionally, the Proposer must submit three (3) performance references from completed projects of a similar nature. Each reference should include valid contact information—name, email address, and telephone number—of a person authorized to verify the Proposer’s performance.

These references should be submitted on the completed and signed Reference Form Exhibit “A”.

Waste Pro is pleased to provide reference information for five contracts that call for similar services to those requested in the RFP. Below, find information for the City of Miramar, Town of Lauderdale by the Sea, City of Atlantis, Solid Waste Authority (SWA) of Palm Beach County, and Leon County.

We have also included letters of reference from Leon County and SWA, for whom we have provided reference information. To further illustrate our experience providing solid waste services to communities similar to the Town of Hillsboro Beach, we include service profiles for our work in the City of Miramar, Town of Lauderdale by the Sea, and City of Atlantis.

Reference 1. City of Miramar, FL	
Description of Services Provided	Solid Waste and Recycling Collection Franchise Agreement
Number of Homes Served	32,300
Contract & Transition Dates	Start: June 10, 2010 End: April 30, 2030
Current Contact Name and Title	Ralph Trapani / Public Works
Contact Address	2300 Civic Center Place, Miramar, FL 33025
Contact Phone	954-883-6832
Contact Email	ratrapani@miramarfl.gov

Waste Pro delivers a comprehensive suite of waste management services to the City of Miramar. This includes biweekly residential garbage collection, bulk waste disposal, and weekly recycling initiatives aimed at promoting sustainability within the community.

For commercial clients, Waste Pro offers waste collection services at least twice a week, along with flexible recycling options that are customized to meet specific business requirements.

Reference 2. Solid Waste Authority (SWA) of Palm Beach County		
Description of Services Provided	Solid Waste and Recycling Collection Franchise Agreement	
Number of Homes Served	73,299	
Contract & Transition Dates	Start: October 1, 2013	End: September 30, 2026
Current Contact Name and Title	Paul Gonsalves / Public Works	
Contact Address	7501 N Jog Rd, West Palm Beach, FL 33412	
Contact Phone	561-281-9648	
Contact Email	Sgonsalves@swa.org	

Waste Pro was awarded Area 1 of Palm Beach County – SWA - franchise agreement since October 1, 2013, and it was renewed on October 1, 2019 for 7 years servicing 48,000 units. We introduced an upgraded waste and recycling service to better serve its residents. Our upgraded services include convenient side and back door collection for all residents, enhancing accessibility and ease for households. Bulk and vegetative waste are collected at the curb, ensuring that larger items and yard waste are efficiently managed.

To ensure high service standards, Waste Pro managers followed collection of trucks, observing equipment and methods. They monitored setouts before collection crews serviced an area to verify that yard waste piles and other waste received proper, timely collection. Post-collection, the same routes were checked for piles, overturned carts, littered streets, and overall route appearance.

Service Schedule:

- Trash Collection: Back door service twice a week, ensuring regular and timely removal of household waste.
- Recycling Collection: Once a week service offering Back door service once a week, promoting sustainable practices and reducing landfill use.
- Vegetative and Bulk Waste Collection: Once a week, facilitating the disposal of yard waste and larger household items.

The services are operated using Rear End Loader (RL) trucks and split-body vehicles specifically designed for recycling. This approach ensures that waste management is both efficient and environmentally friendly, supporting the City’s commitment to sustainability and cleanliness. Today, Waste Pro continues to provide world-class service tailored to local needs.

A letter of reference from the SWA Palm Beach County highlights our successful transition and their satisfaction with our service partnership.



To Whom It May Concern,

The Solid Waste Authority of Palm Beach County, Florida awarded a bid for commercial and residential solid waste collection and disposal services and subsequently entered into a Franchise Agreement with Waste Pro of Florida, Inc. for said services effective October 1, 2013. The Solid Waste Authority of Palm Beach County renewed its contract with Waste Pro on October 1, 2019, for 7 years. We have found Waste Pro to be efficient and successful at providing continued superior services to the residents of unincorporated Palm Beach County.

Upon inception of the agreement, Waste Pro effected a smooth transition from the Solid Waste Authority's prior solid waste service provider, delivering uninterrupted service with minimal impact on our residents and businesses. Waste Pro staff is very responsive, and complaints are minimal. Issues are handled quickly and staff is always available to assist.

Waste Pro has been an excellent supporter of the community, assisting in countless community clean-ups. We continue to have an excellent relationship with the staff and management of Waste Pro and look forward to having them as a community partner for a long time.

Sincerely,

A handwritten signature in black ink, appearing to read "Dallas Cunningham". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Dallas Cunningham

CIS Field Service Manager

Solid Waste Authority of Palm Beach County

7501 North Jog Road, West Palm Beach, Florida 33412 • (561) 640-4000 • FAX (561) 640-3400
Customer Information Services: (561) 697-2700 • Toll-Free: 1 (866) 792-4636

Reference 3. Town of Lauderdale-by-the-Sea		
Description of Services Provided	Solid Waste, bulk/yard waste and Recycling Collection Franchise Agreement	
Number of Homes Served	2,210	
Contract & Transition Dates	Start: March 27, 2012	End: September 30, 2026
Current Contact Name and Title	Ken Rubach / Town Manager	
Contact Address	4501 N Ocean Dr, Lauderdale by the Sea, FL 33308	
Contact Phone	954-640-4204	
Contact Email	townmanager@lbts-fl.gov	

Waste Pro offers comprehensive waste management services for the Town of Lauderdale-by-the-Sea. These services include residential garbage collection twice a week, monthly bulk waste disposal, weekly recycling, and seasonal collection initiatives.

For commercial clients, Waste Pro provides a minimum of twice-weekly waste collection along with flexible recycling options. Additionally, we offer customized waste collection solutions designed to accommodate mixed-use properties, as well as emergency cleanup services when necessary.

Reference 4. City of Atlantis		
Description of Services Provided	Solid Waste, bulk/yard waste and Recycling Collection Franchise Agreement	
Number of Homes Served	1,006	
Contract & Transition Dates	Start: October 2020	End: 09/30/2026
Current Contact Name and Title	Brian Moree	
Contact Address	260 Orange Tree Drive, Atlantis FL, 33462	
Contact Phone	561-965-1744	
Contact Email	bmoree@atlantisfl.gov	

Waste Pro offers comprehensive waste management services for the city of Atlantis, including residential garbage collection twice a week, bulk waste disposal, and weekly recycling to promote sustainability.

For commercial clients, we provide at least twice-weekly waste collection and flexible recycling options tailored to business needs.

Reference 5. Leon County		
Description of Services Provided	Solid Waste, bulk/yard waste and Recycling Collection Franchise Agreement	
Number of Homes Served	300,000	
Contract & Transition Dates	Start: 2013	End: 2030
Current Contact Name and Title	Maggie Theriot	
Contact Address	301 S Monroe St. Tallahassee, FL 32301	
Contact Phone	850-606-5300	
Contact Email	GriffithC@LeonCountyFL.gov	



Leon County

Board of County Commissioners
301 S Monroe Street, Tallahassee, Florida 32301
 (850) 406-5300 | www.leoncountyfl.gov

Commissioners

- CAROLAN D. CUMMINGS
At-Large
Chair
- BRIAN WELCH
District 4
Vice-Chairman
- BILL PROCTOR
District 1
- CHRISTIAN CABAN
District 2
- RICK MINOR
District 3
- DAVID T. O'KEEFE
District 5
- NICK MADONIK
At-Large
- VINCENT S. LONG
County Administrator
- CHASTY H. OSTEEN
County Attorney

Good day,

This letter is to validate Waste Pro's service of Leon County's Waste Collection Franchise. Waste Pro began service in 2013 and continues to date. The Franchise Agreement includes the exclusive right to collect residential solid waste, recyclable materials, yard debris, and Bulky Waste on a subscription basis, as well as the exclusive right to collect commercial solid waste. Solid waste and recycling routes are serviced predominantly by automated side - loading vehicles. Approximately 30,000 residential dwelling units currently subscribe for collection services. All residential subscription customers have solid waste and recycling carts. There are approximately 400 commercial accounts also serviced through the Franchise.

In 2019 Leon County Board of County Commissioners elected to renew the Franchise with Waste Pro through September 2023. More recently, the Commission pursued a bid for future service. As a result, Waste Pro has been awarded a new Franchise agreement with an initial term of October 2023 through 2030. Waste Pro satisfactorily meets the terms of the Agreement, with enhanced responsiveness, collaboration, and communication since October 2023.

In my role with Leon County, I was directly involved in the initial 2013 contract as well as the current contract. Should there be any questions, you can reach me at TheriotM@LeonCountyFL.gov or 850-606-5000 to discuss.

Sincerely,



Maggie Theriot
Director, Resource Stewardship

People Focused. Performance Driven.



6. IMPLEMENTATION PLAN AND PROPOSED APPROACH



IMPLEMENTATION PLAN AND PROPOSED APPROACH

The Proposer shall submit a detailed Implementation Plan demonstrating its understanding of and commitment to meeting the transition period following formal execution of the agreement.

At Waste Pro, we have been proud to provide the Town of Hillsboro Beach with the “Distinguishable Difference” in residential solid waste, bulk waste, and recycling collections for more than a decade. Our goal as your service provider is to continuously revisit our operations for the Town, building on what works and addressing any areas where we might further improve our partnership with the Town.

- **A timeline for ordering, receiving, and preparing equipment.**

As the Town’s current service provider, Waste Pro is ready to start operations for a new contract with no transition necessary. As the incumbent hauler, we have staff in place and an existing fleet of collection vehicles that we will augment with extra trucks available as needed. This means there is no need for Waste Pro to hire and train a new team of drivers—a marked challenge in today’s labor market, especially in Southeast Florida.

Here’s what Town residents will experience during our contract transition:

- No changes to existing service schedules—service routes and service days will remain the same. This means if a resident is used to putting their trash out on Monday and having it picked up midday, their trash will continue to be picked up midday on Mondays.
- No missed service events or “learning curve” for new collection drivers. Waste Pro drivers know how to service the Town of Hillsboro Beach, with its hard-to-reach areas, unique container locations, and mix of basic and premium service customers.
- A new, user-friendly web-based customer service platform to supplement our existing customer service program. Residents can still call our local Pompano office phone number to speak to a Customer Service Representative about missed collections, questions, or bulky waste pickups.

One final value-added item that Waste Pro looks forward to implementing in our new Hillsboro Beach contract is a new, state-of-the-art AI camera system for service verification and enhanced driver safety. This system not only provides visual service verification but also uses machine learning and computer vision technology to monitor driver behavior and provide immediate, automated coaching if unsafe practices are detected.

Residents will receive timely updates regarding the Town’s comprehensive service program. These updates will include essential information about our recycling initiatives, guidance on the disposal of household hazardous waste (HHW), and convenient contact details for our dedicated local hauling division. Stay informed and engaged as we work together to keep our community clean and sustainable.



Continuing to contract with Waste Pro eliminates the potential for any service disruptions associated with new contract startup, including cart swaps; hiring and training CDL drivers in the face of a lack of CDL drivers in the labor market; and establishing safe, feasible collection routes in the Town.

- A strategy for developing and finalizing route adjustments and operational changes
- Communication and coordination plans with the Town.
- Identification of any potential risks or delays and how they will be mitigated

Each day, our **drivers and helpers** work hard to provide the residents we serve with five-star solid waste, bulk, and recycling services. Waste Pro Pompano days begin with pre-trip protocols and morning safety meetings. As they prepare for the day, drivers note any changes to their typical routes and routing maps. They attend the **division safety meeting or daily huddle**, which addresses such topics as route conditions for the day, weather issues, possible changes in morning school traffic, disposal facility challenges, and personal protective equipment. Before leaving for their routes, all drivers participate in a **pre-trip maintenance inspection** called the Safety Lane, which is described in detail in the Staffing section at the end of this Tab. Helpers accompany Solid Waste, Bulk waste rear load routes to ensure efficient service. To service the Recycle carts, automated routes run by automated side loaders (ASLs) require only a skilled CDL driver.

All Waste Pro drivers are experts in their routes in Hillsboro Beach. This will mean that drivers understand the methods required to provide efficient and safe collections to challenging service areas and inclined and sloping/underground driveways to safely service the residents.

For our drivers and **division leadership**, safety is a continued focus throughout the day. **Collection Supervisors** run **route observations**, and all trucks are equipped with in-cab and external **3rd Eye cameras to monitor driving and provide safety coaching**, if necessary. Drivers are prepared to handle unforeseen events, such as leaks or spills. Pompano division leadership is also ready to assist with any contingencies, such as deploying a reserve vehicle if there are emergent maintenance issues that prevent a truck from completing a route.



Throughout the day, residential drivers are in communication with **Collection Supervisors** via cell phones carried in each truck, particularly if there are issues or delays. Collection Supervisors, in turn, are in communication with our dispatchers. Both supervisors and dispatchers keep an open line of communication with the **Supervisor Roldner Yis, who is the Town’s service point of contact**. This closes the loop of communication between our frontline personnel, division leadership, and Town stakeholders.

Roldner’s day-to-day role as **Supervisor** involves sending the crew out each morning, reporting the day’s trucks to the Town, and monitoring route GPS and service completion throughout the service day. Roldner will join the Site Manager in communicating all necessary operational information to the Town as specified



by the RFP, including daily collection delays lasting more than two hours, Non-Collection notices pertaining to hazardous, radiological, or biomedical waste, and accidents or spills involving Waste Pro vehicles or staff.

The **Site Manager, Muriel Atilus**, meets with supervisors each morning to review the crew out and any incidents from the previous day that must be addressed. She then reviews the truck list that the Town receives and the daily route list from the previous day to ensure that all routes were closed properly. Roldner communicates with Muriel about route statuses daily at 11 am, 2 pm, and 5 pm, and also communicates with the team as work orders are received from the town to ensure all issues are addressed promptly.

When a route is closed or completed for the day, the driver completes a post-trip Safety Lane inspection, and the closing manager sends a report to the Town’s staff providing detailed information for the day.

Collection Routes

Under Waste Pro’s current service plan in Hillsboro Beach, all residential customers receive twice per week trash collection and weekly recycling collection. Because the Town’s desired collection schedule remains the same, **Waste Pro will continue servicing customers according to our established routes.** This means **customers will see no changes to their collection schedule—their carts will go out on the same days and be collected by the same drivers who understand their specific needs.**

Under our new contract, Waste Pro will run **One REL truck for solid waste and bulk collection and one ASL truck for recycling collection.** The Hillsboro Club hotel also receives the service with our RO truck, servicing the compactor every week. The Hillsboro Beach Resort will be serviced by our FL truck.

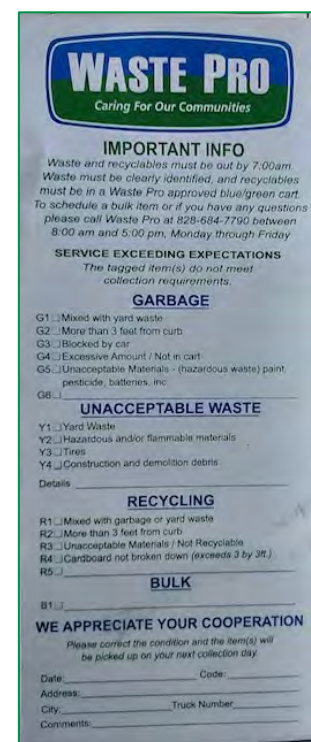
Given our extensive experience in Hillsboro Beach, we are confident that servicing 2,389 homes per service day allows for the optimal blend of efficiency, safety, and careful customer service.

Collection Hours

With the exception of specified holidays, all collections will happen between 8:00 am and 6:00 pm, Tuesday – Friday. During weeks with designated holidays, from the day of the designated holiday until the end of the week, service will be performed the day following the resident’s regularly scheduled day. This change will be communicated to residents through multiple channels.

Non-Compliant Waste

Hazardous waste, waste that does not conform to Town policies, and visibly contaminated recycling will be **tagged with a Non-Collection Notice** to explain why the material was not picked up and provide education about Town regulations, ensuring the customer can be serviced moving forward. At right is a sample non-collection tag. Should a driver see contaminated recycling or material that cannot be collected per the Town’s program standards, they will mark the appropriate box and leave the tag behind to educate the resident.





Missed Collections

In the following subsection, “Customer Service Communication Plan,” we detail the customer service workflow that will allow us to expedite the resolution of any missed collection events. Waste Pro currently uses 3rd Eye as an internal tool for service verification purposes, allowing us to understand why a home was not serviced whether service was genuinely missed or a cart was not set out on time, for example. Under our new contract with the Town, we plan to utilize 3rd Eye’s Positive Service Verification technology as our official real-time service verification tool, which will also allow the Town access to our daily progress should customer questions arise.

As Hillsboro Beach's current service provider, we are confident that no one understands the Town's areas, routing needs, and unique collection needs as well as we do. As our service record indicates, we have developed a successful collection program that accounts for all Hillsboro Beach customers, both those who can be serviced using traditional automated vehicles, and those driveways, neighborhoods, and areas with challenges that require the use of a very safe collection vehicle or alternative collection methods. Our existing data and understanding of the Town's needs will allow us to continue our successful partnership with *all the* Town's residents.

- **Staffing and training schedules**

At Waste Pro, we believe people make the difference. We know that on the local level, cleaner streets and superior service start with our drivers, technicians, route supervisors, and customer service staff. As an incumbent hauler for Hillsboro Beach, we have deep expertise in the Town’s service needs across all areas.

Throughout the course of our contract, **we have been committed to continuing to hire employees who live in Broward County to better serve the residents and businesses of Hillsboro Beach.** For any staffing needs that may arise during our partnership with the Town, Waste Pro has a multi-pronged approach to recruitment and training to help us fill positions with talented employees who are looking for long-term careers.

Recruitment

Waste Pro will use several avenues to recruit new employees for the Town of Hillsboro Beach. We are an Equal Opportunity employer, comply with all Florida E-Verify requirements, and are a drug-free workplace.

Local Recruitment
In Broward County, Waste Pro has a dedicated local recruiter who is trained to source talented, conscientious drivers and other personnel. We have an established relationship with Broward College where we frequently recruit graduates.

Online Job Postings
Vacancies are posted on our website and several external sites, including Career Builder, Indeed, LinkedIn, Facebook, and Twitter. Circaworks, a leading diversity recruitment agency, posts Waste Pro vacancies with their partner organizations and career centers throughout the United States.



Waste Pro's Certified In-House CDL School

We build our talented team of local drivers from within by offering helpers and other Waste Pro employees the opportunity to train and test for their CDL in our DOT-certified in-house CDL school. This allows us to combat driver shortages while facilitating career advancement for our dedicated employees.

Hiring Employees from Displaced Haulers

Waste Pro is committed to ensuring that local drivers from other haulers who may be displaced by contract changes are offered the opportunity to continue their local solid waste careers. We support these drivers in their transition, providing further training and education in the Waste Pro Way.

Hiring and Training

When a prospective employee applies for a job with Waste Pro, their application enters a tracking system that allows us to begin reviewing potential candidates within hours of a position being posted. **For potential employees who will work in our Pompano Hauling operations, Site Managers and supervisors will conduct interviews and personally meet with candidates to extend an offer of employment.**

Once a new employee is hired, our safety- and service-focused training begins. New employees attend Day 1 Orientation locally in the West Palm Beach office, and drivers are further trained at our Sanford, Florida **Driver Training Center**. Throughout our partnership, our training ensures that all new Waste Pros are fully educated in the Town's contract as well as the **Waste Pro Way—our commitment to caring for our community partners and providing Hillsboro Beach with world-class, people-focused service.**

Waste Pro's commitment to caring for our communities has an important corollary: In order to care for our communities, we must first care for our people. **This culture of caring begins with new employee onboarding.** New employees are mentored by a **Peer Supporter** and given supervised on-the-job training, and our drivers participate in our **Driver Mentor Program**, which pairs new drivers with carefully selected experienced drivers as they train on local roads and service routes. Most Waste Pro management personnel maintain their CDL, and these individuals have many years of valuable experience in the waste industry. They understand what it takes to provide exemplary, safe service, and they are dedicated to helping new employees build their own successful long-term careers.

Safety- and Service-Focused Training

At Waste Pro, safety is one of our Core Values. **Safety training is comprehensive and ongoing**, the focus of weekly emails, team meetings, and driver observations. It is an integral component of both onboarding and daily operations.

Below, find our **New Employee Onboarding Program** outline. Many elements of this training are explicitly safety related. Others are geared toward socializing new employees into Waste Pro's **culture of safety**, discussed in detail in the following section.



Waste Pro New Operations Employee Onboarding Program Outline	
Pre-Arrival	<ul style="list-style-type: none"> • Send welcome packet (benefits, first day agenda, staff names, etc.) • Assign a Peer Supporter to teach new employee about the organization, offer advice, help with job instruction, and provide social support • Have workspace prepared (truck, supplies, key manuals) • Have computer configured and ready for use, email account, etc. • Prepare first day forms for new employee • Enroll in New Employee Orientation • Notify staff when new employee will be joining them
Day One	<ul style="list-style-type: none"> • New employee attends orientation with Regional Safety Trainer • Introduce Waste Pro and company philosophy: <i>The Waste Pro Way</i> • Facilitate training in compliance with State and Federal regulations, to include discussions, hands-on simulation, learning videos, and written material • Assist with employee enrollment in company programs and acknowledging policies and procedures
First Day Following Orientation with Safety Trainer	<ul style="list-style-type: none"> • Tour building/organization/truck/shop, as applicable • Introduce employee to Peer Supporter • Division Manager welcomes employee • Introduce to other employees • Provide timecard and demonstrate use of timeclock • Review route sheet and map
During the First Week	<ul style="list-style-type: none"> • Peer Supporter discusses role and responsibilities • Route Supervisors check in on route to get feedback, address issues, if any • Route Supervisors check in with Peer Supporter • Introduce Safety Lane pre-trip and post-trip inspections and requirements • Operations Manager discusses performance expectations, initial assignments • Introduce employee to safety personnel, HR/payroll personnel, and other team members • Safety Trainer contacts new hire to check in on their experience thus far
During the First Month	<ul style="list-style-type: none"> • Drivers attend Driver Training Center • Driver completes Mentor Program/Training • Regional Safety Trainer observes driver's progress • Check employee's progress weekly • First New Hire Survey completed through ADP Voice of the Employee platform and follow up conducted as needed • Have progress review and planning meeting at the end of the first month—provide and get feedback • Review expectations and coach on observations • Acknowledge employee in Safety Meeting for 30 days of service
During the First 45 Days	<ul style="list-style-type: none"> • Regional Safety Trainer contacts employee to check in and get feedback • Second New Hire Survey completed through ADP Voice of the Employee platform and follow up conducted as needed



<p>During the First 60 Days</p>	<ul style="list-style-type: none">• Route Supervisor and Operations Manager meet with employee for open discussion• HR follows up on questions and benefit enrollment registration
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7- EQUIPMENT LISTING AND ASSIGNMENT



EQUIPMENT LISTING AND ASSIGNMENT

Proposer shall provide a detailed inventory of all equipment to be used in performing the services outlined in the Scope of Service. Additionally, specify which equipment will be assigned to the Town for its use during the contract term.

Vehicles and Equipment

We will continue servicing the contract from our Pompano Division, conveniently located eight miles away at 3101 NW 16th Ter, FL 33064. The chart below details the vehicles and equipment specifications to continue our partnership with the Town of Hillsboro Beach. All trucks comply with the required specifications in the RFP.

Equipment Type	Number	
Rear End Load (REL) SW/Bulk	2	<ul style="list-style-type: none"> New Way 32 cubic yard Rear Loader (REL)
Front End Load (FEL)	1	<ul style="list-style-type: none"> 40 cubic yard McNeilus Front Loader (FL)

In addition to the trucks previously listed, Waste Pro provides the Town of Hillsboro Beach with one New Way 32 cubic yard Rear Loader (REL) and one 40 cubic yard McNeilus Front Loader (FL) as spare trucks. These spare trucks are designated for the Town's services in the event that a frontline truck needs maintenance or repairs.

Carts and Containers

Waste Pro keeps an inventory of 96-gallon wheeled collection carts contracted through [Sierra Container Group](#) to meet the Town's requirement for timely delivery or replacement. Waste Pro also maintains an inventory of REL cans through [Iron Container](#) to replace those in use when maintenance is needed. This ensures that deliveries and swap-outs occur promptly on any day of the week as requested by residents or Town staff.

Below is detailed information about the number of carts and containers for the Town.

95-Gallon Solid Waste Carts (Toters)
62
Rear Load Cans
132
95-Gallon Recycle Carts (Toters)
478



8- COST PROPOSAL



Credit Protection for the Town

If **Waste Pro is awarded the new agreement under RFP 2025-07-01** at a residential unit rate lower than the temporary extension rate of \$16.86, Waste Pro will provide the Town with a **one-time credit** equal to the difference between the temporary rate and the awarded rate for the temporary extension period. This credit will be applied upon execution of the new contract. This ensures the Town and its residents are fully protected while recognizing that the temporary extension rate was established only to maintain continuity of service during the procurement process.

**SECTION 4.0 SUBMITTAL REQUIREMENTS AND PROPOSAL FORMAT
4.9 COST PROPOSAL (SCORED 40 POINTS)**

The Proposer shall provide an all-inclusive price per residential service unit that covers all costs related to the collection, transportation, and disposal of solid waste and recyclables.

The proposed price must include all applicable tipping and disposal fees.

Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Town of Hillsboro Beach

NUMBER OF RESIDENTIAL UNITS	DESCRIPTION	COST PER RESIDENTIAL UNIT	TOTAL
2,389	The Contractor shall provide residential solid waste collection service for all current and future residents of the Town at an all-inclusive price per residential service unit. Collection shall occur two (2) times per week, with service days scheduled no less than three (3) days apart. In addition, the Contractor shall provide residential bulk waste curbside collection one (1) time per week.	\$ 13.39	\$ 31,988.71
2,389	The Contractor shall provide collection of recyclable materials for all residential service units one (1) time per week, to occur on the same day as the regularly scheduled solid waste collection service. The price shall be all-inclusive per residential service unit and shall cover all costs associated with the collection, transportation, and processing of recyclables.	\$ 2.00	\$ 4,778.00

SIGNATURE IS REQUIRED



 Authorized Signature
 Kenneth Skaggs / Regional Vice President

 Print Name & Title
 Waste Pro of Florida Inc.

 Company Name

3101 NW 16th Terr

 Address
 Pompano Beach, FL 33064

 City, State, Zip Code



9- INSURANCE AND GUARANTEES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 CN105058554--GAWUP-24-25	CONTACT NAME: Susan Vignone PHONE (A/C, No, Ext): 813-207-6371 E-MAIL ADDRESS: susan.b.vignone@marsh.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Waste Pro USA Inc. and its subsidiaries 2101 W SR 434, Suite #301 Longwood, FL 32779	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Insurance America, Inc.		24554
	INSURER C: ACE Property & Casualty Insurance Company		20699
	INSURER D: XL Specialty Insurance Company		37885
	INSURER E: Lloyd's Of London		EC145
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:**

ATL-004670857-29

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RGE3002577	11/22/2024	11/22/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							SIR	\$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAE943788407 SIR: \$1,000,000	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOOG71761885006	11/22/2024	11/22/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD300138007 (AOS) RWE943549707 (FL, GA) (SIR: \$600,000 FL) (\$750,000 GA)	11/22/2024	11/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D					11/22/2024	11/22/2025	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Umbrella Liability (over Auto)			B0509BOWCN2251462	11/22/2024	11/22/2025	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proposal Title: Solid Waste and Recyclable Material Collection.

CERTIFICATE HOLDER**CANCELLATION**

Town of Hillsboro Beach 1210 Hillsboro Mile Hillsboro Beach, FL 33062	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Marsh USA LLC</i></p>
---	---

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ADDITIONAL REMARKS SCHEDULE

<p>AGENCY MARSH USA LLC.</p>	<p>NAMED INSURED Waste Pro USA Inc. and its subsidiaries 2101 W SR 434, Suite #301 Longwood, FL 32779</p>
<p>POLICY NUMBER</p>	<p>EFFECTIVE DATE:</p>
<p>CARRIER</p>	<p>NAIC CODE</p>

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Contractors Pollution Legal Liability - Job Site

Pollution Condition resulting from Contracting Services defined as:
Trash compactor installation and maintenance

Carrier: Indian Harbor Insurance Company

Policy Number: PEC004900307

Dates: 02/28/2024 – 02/28/2025

Limit: \$5,000,000 each Pollution Condition; \$5,000,000 Annual Aggregate

Self-Insured Retention: \$250,000



Telephone: +1 404-302-3838

Website: wtwo.com

E-mail: lisa.pless@wtwo.com

September 4, 2025

Waste Pro of Florida, Inc.
Attn: Farid Abuchaibe
3101 NW 16th Terrace
Pompano Beach, FL 33064-1408

RE: Request for Proposals for Residential Solid Waste, Bulk Waste and Recycling Collection Services – RFP No. 2025-07-01 – Town of Hillsboro Beach, FL
Bid Date: September 10, 2025

As you requested, we are pleased to provide the attached bid bond documents. This bid bond has been executed based upon the information we received from your office.

Please note the bond must be signed by an authorized representative of your company and if applicable, sealed with the corporate seal. We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney, and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Bid Bond authorization is based upon your original estimates. If the bid exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

Your proposal results are very important. Please send your proposal results to my email address shown above as soon as they are available.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Lisa A. Pless

Contractor Name:	Contract Price:
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

WTW Southeast, Inc.
5 Concourse Pkwy, 18th FL
Atlanta, GA 30328



BID BOND # Bid Bond

CONTRACTOR:

(Name, legal status and address)

Waste Pro of Florida, Inc.
3101 NW 16th Terrace
Pompano Beach, FL 33064-1408

SURETY:

(Name, legal status and principal place of business)

Axis Insurance Company
10000 Avalon Blvd, Suite 200
Alpharetta, GA 30009

OWNER:

(Name, legal status and address)

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

BOND AMOUNT: \$ \$15,000.00 Fifteen Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

Request for Proposals for Residential Solid Waste, Bulk Waste and Recycling Collection Services - RFP
No. 2025-07-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of September, 2025.

Don Williams
(Witness)

Waste Pro of Florida, Inc.
(Contractor as Principal) (Seal)
By: [Signature]
(Title) Bond Administrator

Ann Hamby
(Witness) Ann Hamby

Axis Insurance Company
(Surety)
By: [Signature]
(Title) Lisa A. Pless, Attorney-in-Fact



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

POWER OF ATTORNEY



Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

Kyle Williams, Noah William Pierce, Bryan M Caneschi, Catherine Thompson, Jynell Marie Whitehead, and Lisa A. Pless.

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By: _____

Printed Name: Andrew M. Weissert

Title: Senior Vice President



[Seal]

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Angela Grubbs
Notary Public



CERTIFICATION

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 10th day of September 20 25.

By: Frances R. Mathis

Printed Name: Frances R. Mathis

Title: Assistant Secretary



[Seal]



10- REQUIRED FORMS AND ACKNOWLEDGEMENTS

SECTION 6.0 REQUIRED FORMS

Business Name: Waste Pro of Florida Inc.
D.B.A.: Waste Pro of Florida Inc. Federal I.D. No.: 59-3701785
Business Address: 3101 NW 16th Terr
City: Pompano Beach State: Florida Zip: 33064

1. Acknowledgement of Addendum

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: 1 Dated: 8/26/25 Addendum No.: _____ Dated: _____
Addendum No.: 2 Dated: 8/28/25 Addendum No.: _____ Dated: _____

No Addendum Issued

2. Conflicts of Interest*

Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its subconsultants at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its subconsultants at any tier, shall insert the following provision into each of their contracts and subcontracts: "No member, officer, or employee of the subconsultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Do you have any Conflicts of Interest to report?

Yes
 No

**Response required*

When equals "Yes" Please upload a document listing all your Conflict of Interest

3. No Contingency Affidavit*

Affiant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon the Town of Hillsboro Beach awarding a contract.
- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the Town of Hillsboro Beach in violation of any of the provisions of the Broward County conflict of interest and code of ethics ordinances.

c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

Please Confirm

**Response required*

4. Copeland Anti-Kickback Affidavit*

Affiant certifies that no portion of any sums will be paid to any employees of the Town of Hillsboro Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Proposer or any member of Proposer's firm or by any officer of the corporation in exchange for business with the Town of Hillsboro Beach.

Please Confirm

**Response required*

5. Certifications*

Respondent certifies that they comply (or will comply) with the statements concerning, but not limited to: Compliance with Laws, Conflict of Interest, Convictions, Debarment, Discriminatory Vendor, Drug Free Workplace, Equal Employment Opportunity, E-Verification System, Gopher Tortoise Relocation, Immigration and Nationality Act, Lobbying, Non-Collusion, Prohibited Interests, Public Entity Crime and Scrutinized Companies.

Please Confirm

**Response required*

6. Compliance with Laws*

Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

Please Confirm

**Response required*

7. Convictions*

Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Please Confirm

**Response required*

8. Debarment*

Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise Village immediately if their status changes and will provide an explanation for the change in status.

Please Confirm

**Response required*

9. Drug-Free Workplace Certification*

In accordance with Florida Statute 287.087 (current version), Respondent hereby certifies the following:

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee **will** abide by the terms of the statement and will notify the employer of any conviction, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

By clicking confirm below, Respondent certifies that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

Please Confirm

**Response required*

13. Discriminatory Vendor*

Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to

a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

Please Confirm

**Response required*

14. Equal Employment Opportunity*

Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or Village may require. The above shall be required of any subcontractor hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Respondent. Subcontracts entered into by Respondent shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Respondent shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

Please Confirm

**Response required*

15. E-Verification System*

Respondent and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Respondent during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Coordinating Contractor to perform work pursuant to this Contract. Respondent meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Respondent and its subcontractors shall provide Village with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Village is obligated to terminate this Agreement upon a good faith belief that Respondent or its subcontractors has knowingly violated Section 448.095, Florida Statutes. E-Verification Identification

Please Confirm

**Response required*

16. E-Verification Identification Number*

Provide your E-Verification Identification Number 788343

**Response required*

17. Immigration and Nationality Act*

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a- Unlawful employment of aliens. Village will not intentionally award Village contracts to any Respondent who knowingly employs unauthorized Alien workers . Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with Village may result in immediate termination of the Agreement. Village will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral

cancellation of the Agreement, by Village, if Consultant knowingly employs unauthorized aliens.

Please Confirm

**Response required*

18. Lobbying*

Respondent confirms that it will not, in connection with the Agreement, directly or indirectly

- A. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Village officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
- B. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Village officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

Please Confirm

**Response required*

19. Non-Collusion*

Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or subcontractors and has not provided a Proposal for the benefit of another Contractor/Vendor. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

Please Confirm

**Response required*

20. Prohibited Interests*

Respondent, and its subcontractors at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the project covered under this Request for Proposal, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Please Confirm

**Response required*

21. Public Entity Crime*

Pursuant to 287.133, Florida Statute, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Please Confirm

*Response required

22. Scrutinized Companies*

Respondent certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Respondent further understands and accepts that any contract issued as a result of this Proposal shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by Village in the event there is any misrepresentation or false certification on the part of Respondent.

Please Confirm

*Response required

BIDDER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for the Town of Hillsboro Beach that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these Town of Hillsboro Beach's Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the Town of Hillsboro Beach immediately if any of the statements attested hereto are no longer valid.

Waste Pro of Florida Inc.

09/10/2025

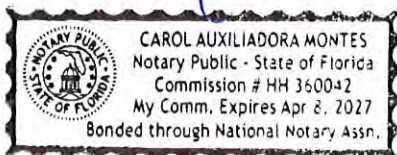
Bidder Name _____
[Signature]
Affiant Signature _____

Date Signed _____
Kenneth Skaggs / Regional Vice President
Affiant Name & Title (Printed) _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was affirmed, subscribed, and sworn to before me this 4TH day of September 2025 by means of physical presence or online notarization, by Kenneth Skaggs who is personally known to me or who produced the following identification: _____

(Notary Seal) [Signature]



Notary Public for the State of FLORIDA
My commission expires: 4/8/2027

Town of Hillsboro Beach Vendor Response Form

5.3 VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal Business Name: Waste Pro of Florida Inc.
2. Doing Business As / Fictitious Name: (if Waste Pro of Florida Inc. applicable): _____
3. Federal Employer I.D. No. (FEIN): 59-3701785
4. Website address: (if applicable): https://www.wasteprousa.com/
5. Principal place of business address: 2101 W State Rd 434, Longwood, FL 32779
6. Office location responsible for this project: 3101 NW 16th Terr Pompano Beach FL 33064
Telephone No.: (954) 633-2530
7. Type of business (*check appropriate box*):
 - Corporation (specify the State of Incorporation): _____
 - Sole Proprietor
 - Limited Liability Company (LLC)
 - Limited Partnership
 - General Partnership (State and County filled in)
 - Other – Specify: _____
8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:
Name: Kenneth Skaggs
Title: Regional Vice President
E-mail: kskaggs@wasteprousa.com
Telephone No. 407-630-3167

Name: FARID ABUCHAIBE
Title: Government Affairs - Southeast Florida Region
E-mail: fabuchaibe@wasteprousa.com
Telephone No. 801-634-4311

9. List name and title of each principal, owner, officer, and major shareholder:

- a) John Jennings / Chairman
- b) Sean M Jennings / CEO-President-Secretary
- c) Cort Sabina / CFO - EVP
- d) Keith Banasiak / COO, SVP

10. Affiliated Entities of the Principal(s):

List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the Town. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- a) N/A
- b) _____
- c) _____
- d) _____

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

Yes No

12. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? *If yes, specify details in an attached written response the reinstatement date, if granted.*

Yes No

13. Specify the type of services or commodities your firm offers: N/A

14. How many years has your firm been in business while providing the services and/or products offered within this solicitation? 24 years.
15. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
- Yes No
16. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Town of Hillsboro Beach recorded as the original purchase?
- Yes No N/A (if service)
17. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? *If yes, specify details in an attached written response.*
- Yes No
18. Is your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*
- Yes No
19. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*
- Yes No
20. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? *If yes, specify details in an attached written response, including contact information for owner and surety company.*
- Yes No
21. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Town of Hillsboro Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Town of Hillsboro Beach officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment (*check one*).
- Vendor certifies that this offer is made independently and free from collusion;
- or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Vendor must include a list of name(s), and relationship(s) with its submittal.*

22. Participation in Solicitation Development (*check one*):

- I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Town of Hillsboro Beach.
- I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Town of Hillsboro Beach.

If this box is checked, provide the following: _____

Name of Person the information was provided: _____

Title: _____

Date Information provided: _____

For what purpose was the information provided? _____

23. What similar on-going contracts is your firm currently working on? If additional space is required, provide on a separate sheet.

_____ **See documents attached** _____

24. Has your firm completely inspected the project site(s) prior to submitting response?

- Yes No

25. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

- Yes No

26. What equipment does your firm own that is available for this contract? *please specify details in an attached written response.* **See documents attached**

27. Will your firm use subcontractor's to performance services in accordance with the contract. If yes, specify detail in an attached written response.

- Yes No

28. Provide at least three (3) public agencies or cities for which your firm has provided services

REFERENCE: #1

Name of Public Agency: Town of Lauderdale by the Sea
Principal Contact Person: Ken Rubach
Phone Number: 954-275-0908 Email: kenr@lauderdalebythesea-fl.gov
Year Contract Initiated 2009 Contract End Date: 09/30/2026
Number of Residential Curbside Accounts Serviced: 2,210 Number
of Residential Containerized Accounts Serviced: 2,210

REFERENCE: #2

Name of Public Agency: City of Miramar
Principal Contact Person: Ralph Trapani
Phone Number: 954-8839-6832 Email: ratrapani@miramarfl.gov
Year Contract Initiated 06/10/2010 Contract End Date: 04/30/2029
Number of Residential Curbside Accounts Serviced: 32,300
Number of Residential Containerized Accounts Serviced: 32,300

REFERENCE: #3

Name of Public Agency: Palm Beach County - SWA -
Principal Contact Person: Paul Gonsalves
Phone Number: 561-281-9648 Email: sgonsalves@swa.org
Year Contract Initiated 10/1/2013 Contract End Date: 09/30/2026
Number of Residential Curbside Accounts Serviced: 72,736
Number of Residential Containerized Accounts Serviced: 72,736

REFERENCE: #4

Name of Public Agency: City of Atlantis
Principal Contact Person: Brian Moree
Phone Number: 561-965-1744 Email: bmoree@atlantisfl.gov
Year Contract Initiated 02/2020 Contract End Date: _____
Number of Residential Curbside Accounts Serviced: 1,006
Number of Residential Containerized Accounts Serviced: 1,006

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town of Hillsboro Beach is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town of Hillsboro Beach, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Waste Pro of Florida Inc., a nongovernmental entity.
3. Waste Pro of Florida Inc. does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

 Witness #1 Print Name: FARID ABUCHAIBE

 Witness #2 Print Name: kenneth Rivera

 Print Name: Kenneth Skaggs
 Title: Regional Vice President
 Entity Name: Waste Pro of Florida Inc.

OATH OR AFFIRMATION

State of Florida
 County of Deeward

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 4 day of September, 2025, by Kenneth Skaggs (name of person) as Regional Vice President (type of authority) for Waste Pro of Florida Inc (name of party on behalf of whom instrument is executed).

 Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- ____ Produced identification (Type of Identification: _____)
- ____ Did take an oath; or
- ____ Did not take an oath



AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town of Hillsboro Beach may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town of Hillsboro Beach which would grant the entity access to an individual's personal identifying information.

1. Waste Pro of Florida Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: FARID ABUCHAIBE
 Witness #2 Print Name: kenneth Rivera

Print Name: Kenneth Skaggs
 Title: Regional Vice President
 Entity Name: Waste Pro of Florida Inc.

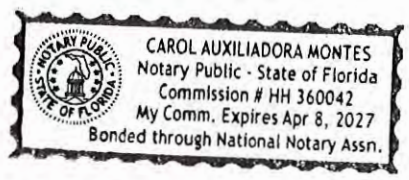
OATH OR AFFIRMATION

State of Florida
 County of Broward

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 4 day of September, 2025, by kenneth skaggs (name of person) as Regional Vice President (type of authority) for Waste Pro of Florida Inc. (name of party on behalf of whom instrument is executed).

Carla Montes
 Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath





**Request for Proposals
for
Residential Solid Waste, Bulk Waste and Recycling Collection Services
RFP No. 2025-07-01**

Dear Potential Proposers:

The Town of Hillsboro Beach (Town) is actively seeking from qualified firms to perform solid waste collections and disposal services for single family residential and each living unit located in a multi-family complex (to be inclusive of all condominiums, and townhomes), within the Town, in accordance with the terms, conditions, and specifications contained in this solicitation.

Collection services shall include automated collection of residential garbage carts, automated collection of residential recycling carts, multi-family garbage and recycling commodities, yard and bulk trash collection, and dumpster containers.

All proposals must be received **no later than Wednesday, September 10, 2025 at 10:00 a.m.** at which time all proposals will be decrypted and opened. Proposals must be submitted electronically through DemandStar.com <https://network.demandstar.com> by the date and time stated above. Mailed and hand-delivered proposals will not be accepted. Any proposals received after the due date and time specified will not be considered.

All questions and/or comments regarding this request for proposal should be directed to the Procurement Manager at the following email at procurement@townofhillsborobeach.com. All inquiries must reference "*RFP No. 2025-07-01 Residential Solid Waste, Bulk Waste and Recycling Collection Services*" in the subject line. No phone calls will be accepted in reference to this RFP. **The deadline for submitting questions is Thursday, August 21, 2025, 2025 at 5:00 p.m.**

Proposal/Bid Bond - A certified check, cashier's check, bank officer's check, or a proposal/bid bond in the amount of fifteen thousand dollars (\$15,000), made payable to the Town of Hillsboro Beach. The proposal/bid bonds must be received *prior to the proposal opening date and time*. The Checks or bonds shall be delivered or mailed to the Office of the Town Clerk at the following address: 1210 Hillsboro Mile Hillsboro Beach, FL 33062. Failure to submit the required bond by the stated deadline and to the designated location may result in disqualification of the proposal.

Exemption: municipal agencies and other public entities that are responding to this solicitation are exempt from the proposal/bid bond requirement.

INTERPRETATION/ADDENDUMS

DemandStar.com is the preferred sourcing of notices, addenda, proposals and other communications. The Town is not under any obligation and does not guarantee that prospective proposers will receive email notifications concerning the posting, amendments or the close of the solicitation. Prospective proposers are responsible for checking DemandStar.com website for information, addendum and updates concerning the solicitation. Unless otherwise noted, proposal documents are available at no charge.

The Town of Hillsboro Beach encourages all segments of this business community to participate in its procurement opportunities, including small business, minority/women owned businesses, and disadvantaged business enterprises. The Town does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Town reserves the right to accept or reject any and all request for proposals in whole or in part, to waive informalities in the proposal documents, to obtain new proposals, to postpone the opening of proposals, or if unable to negotiate a satisfactory contract to terminate all negotiations under the proposal and proceed by whatever appropriate means it may elect.

SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

Event	DATE	TIME
Proposal Advertisement	Tuesday, August 5, 2025	8:30 a.m.
Last Day for Receipt of Questions	Thursday, August 21, 2025	5:00 p.m.
Anticipated Addendum Issuance	Friday, August 29, 2025	8:30 a.m.
Proposals Due	Wednesday, September 10, 2025	10:00 a.m.
Anticipated Town Commission Award	*Tuesday, October 7, 2025	9:00 a.m.
Notice of Award Issued	*Friday, October 10, 2025	8:30 a.m.
Contract Commencement	*January 1, 2026	8:30 a.m.

* Dates are tentative.

1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of bids for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Manager and/or Town Commission.

Contract: The written agreement between the Town and the Proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Propose, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: Town of Hillsboro Beach Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with Town of Hillsboro Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Town's Contract Manager for review and approval in writing pursuant to the terms of the

Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with Town of Hillsboro Beach.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Nonexcusable Delay to be determined by the Town's Contract Manager.

Owner: The term Owner as used in this Contract shall mean the Town of Hillsboro Beach.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the contract costs, allowances for contingencies, the total cost of design professional and related services provided by Contractor, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The Town's authorized representative designated to manage the Project.

Proposal Form: The form on which proposals are submitted

Scope of Service: Document which details the work to be performed by the Proposer.

SubContract or Subcontractor: Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in private of Contract with the Contractor.

Town: A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Commission consisting of a Mayor, a Vice Mayor and three (3) Town Commission members.

Town Manager: The Manager of Town of Hillsboro Beach, Hillsboro Beach, Florida.

The words **“Work”, “Services”, “Program”, or “Project”**: All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words **“Directed”, “Required”, “Permitted”,**

“Ordered”, “Designated”, “Selected”, “Prescribed”, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Contract Manager; and similarly the words **"approved", "acceptable", "satisfactory", "equal", "necessary",** or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Contract Manager. In resolving disputes and in all respects the Town Manager's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. To get solicitation document, specifications and updates go to: <https://DemandStar.com>

1.3 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the Proposer.

1.4 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be electronically submitted via DemandStar.com by the due/time specified. Late bids will not be accepted.

1.5 ADDENDA

The Town may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict

between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents.

Proposer(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.16 REJECTION OF PROPOSAL

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.7 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the Proposal opening.

1.8 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and time will be considered timely. Proposal and modifications received after the time set for the Proposal opening will be rejected as late.

1.9 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the Proposal form.

1.10 GOVERNMENT RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the Town.

1.11 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided

below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town Manager: Town of Hillsboro Beach
Office of the Town Manager
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

and,

To the Town Attorney:

Donald J. Doody, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

To the Contractor:

1.12 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract.

1.13 INVOICING/PAYMENT

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after Notices will be sent to the Proposer at the e-mailaddress and to the person listed in the Proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.14 EMPLOYEES

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of Town of Hillsboro Beach. The Proposer shall supply competent and physically capable employees and the Town is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

1.15 AWARD OF PROPOSAL

The Town shall compensate the Contractor for the services

performed. Compensation shall be based on per unit cost and direct labor hours including labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs.

The Town also reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the process.

- A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.
- B. Responsiveness: In order to be considered responsive to the solicitation, the firm's Proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

1.16 PROTESTS

- A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the ("Proposer") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the Town Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the RFP.
- B. Any protest concerning the RFP specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Town Manager and Town Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms. The Town may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The Town Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.
- D. Responsiveness. Prior to any decision being rendered

under this section with respect to a protest, the Town Manager and the Town Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall be bound by the determination of the Town Manager and the Town Attorney with regard to the issue of responsiveness.

- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Town Manager and the Town Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Town Manager, the Town Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Broward County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Town and attorney's fees incurred by the Town in defense of such wrongful action.
- F. Distribution. A copy of each decision by the Town Manager and the Town Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the Town shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the Town Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the Town.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Town concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the Town Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and Town Commission, the Town Attorney, or designee, shall present a report to inform the Mayor and Town Commission of any legal issues relative to any protest filed in connection with the RFP in question.
- K. The determination of the Town Manager and the Town Attorney with regards to all procedural and technical matters shall be final.

1.17 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded Proposer.

1.18 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently, and his/her Proposal(s) rejected for:

Poor performance or default, in the Town's opinion, on previous contracts with the Town. Poor performance or default, in the Town's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.19 SUBCONTRACTING

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the Town. The Proposer shall furnish in writing to the Town the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the Town has made reasonable and timely objection. The final Subcontractors list shall be presented to the Town.

1.20 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Town and Town's approval.

1.21 DEBARRED OR SUSPENDED PROPOSERS

The Proposer or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and Subcontractors are presently debarred or suspended by any Federal Town or agency.

1.22 COLLUSION

The proposer, by affixing his signature to this Proposal, agrees to the following: "Proposer certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation, making a Proposal for the same items, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.23 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or

persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

- A. The Contractor shall be liable and responsible for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

The Contractor shall be solely responsible for determining and informing the Town whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The Town may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

1.24 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event

that the Proposer submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Town shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a Proposal/response non-responsive.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE Contractor's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE Contractor's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELE:954-427-4011, E-MAIL: SHENDERSON@TOWNOFHILLSBOROBEACH.COM, AND MAILING ADDRESS: TOWN OF HILLSBORO BEACH TOWN HALL 1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062.

1.25 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

1.26 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the Town and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes.

1.26.1 Indemnification and Insurance:

1.26.1.1 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Town guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor in connection with this Agreement.

1.26.1.2 To the extent provided by law, Town of Hillsboro Beach shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Town of Hillsboro Beach, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Town of Hillsboro Beach hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Town of Hillsboro Beach's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Town of Hillsboro Beach to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Town of Hillsboro Beach to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

1.26.1.3 Town of Hillsboro Beach agrees to include the following indemnification in all contracts with CONSULTANTS,

subcontractors, consultants, or sub consultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the Town of Hillsboro Beach and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.

The foregoing indemnification shall not constitute a waiver of the Department's or Town of Hillsboro Beach's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify Town of Hillsboro Beach for the negligent acts or omissions of Town of Hillsboro Beach, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This of this Agreement."

1.27 COPELAND ANTI-KICK BACK

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Town of Labor regulations (29 CFR Part 3).

1.28 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.29 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.30 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.31 PUBLIC ENTITY CRIMES

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

1.32 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor or Contractor under contract with any public entity, and may not transact business with any public entity.

1.33 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form with their Proposal.

1.34 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your Proposal being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the Town within five (5) calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

1.35 ACCESS TO RECORDS

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. In accordance with Subsection 20.055 (5)(c), F.S., the Inspector General and staff shall have access to any records, data, and other information of the Agency deemed necessary to carry out his or her duties. The Contractor agrees to make available to the Town Auditor or the Town Auditor's designee, during normal business hours and in Broward, Miami- Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the

duration of the contract and for five (5) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Town of State, whichever is later.

1.36 BEST INTEREST OF TOWN OF HILLSBORO BEACH

Town of Hillsboro Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

1.37 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Proposer shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the Town the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by Town of Hillsboro Beach.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town.

The selected firm shall provide a Certificate of Insurance listing Town of Hillsboro Beach and heFlorida Department of Transportation as "Certificate Holder" and "Town of Hillsboro Beach and the Florida Department of Transportation" is Additional Insurance as respect to coverage noted."

The certification or proof of insurance must contain a provision for notification to the Town thirty (30) days in advance of any material change in coverage or cancellation.

A. WORKER'S COMPENSATION INSURANCE

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Town of Hillsboro Beach and its agents, employees and officials. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. LIABILITY INSURANCE

a. Naming Town of Hillsboro Beach and Florida

Department of Transportation as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

- b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

C. COMPREHENSIVE GENERAL LIABILITY

Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars(\$50,000.00) per occurrence, unless otherwise stated by exception herein.

COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY

Insurance covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

D. WAIVER OF SUBROGATION

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

E. DEDUCTIBLE

Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

F. FAILURE TO MAINTAIN COVERAGE

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The

Town shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications: The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

NOTE: TOWN OF TOWN OF HILLSBORO BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

1.38 PERFORMANCE AND PAYMENT BOND:

If a performance bond is required in Special Conditions, the Contractor shall provide a bond in the amount as indicated in Section 2.12

1.39 ELECTRONIC SUBMITTAL

Respondents shall submit all proposal documents electronically through www.demandstar.com.

The Town is not under any obligation and does not guarantee that prospective Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Prospective Proposers are responsible for checking the DemandStar.com website for information and updates concerning solicitations. It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

1.40 DISCLAIMER

Town of Hillsboro Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to Town of Hillsboro Beach's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of Town of Hillsboro Beach, to be the most qualified, shall be submitted to Town of Hillsboro Beach Commission, and the final selection will be made thereafter with a timetable set solely by Town of Hillsboro Beach. The selection by Town of Hillsboro Beach shall be based on the RFP, which is, in the sole opinion of the Town Commission, in the best interest of Town of Hillsboro Beach. In all cases Town

of Hillsboro Beach shall have no liability to any Proposal for any costs or expense incurred in connection with this RFP.

1.41 CONFIDENTIALITY

As a political subdivision, Town of Hillsboro Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of Town of Hillsboro Beach's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.42 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described, and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Contract Manager.

The Proposer acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Proposer agrees to act in

an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.43 PAYMENT FOR SERVICES / AMOUNT OBLIGATED

The Proposer warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The Town shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and experienced, and licensed the Proposer.

All Services undertaken by the Proposer before Town's approval of this Contract shall be at the Proposer's risk and expense.

1.44 PROPOSALS FIRM FOR ACCEPTANCE:

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the Town for a period of one hundred twenty (120) days from the date of Proposal opening unless otherwise stated in the RFP.

1.45 MANNER OF PERFORMANCE

- A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Proposer in all aspects of the services. At the request of the Town, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.
- B. The Proposer agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.

- C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Proposer shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

The Proposer shall comply with all provisions of all Federal, State, and local laws, Statutes, Ordinances, and regulations that are applicable to the performance of the Agreement.

1.46 INDEPENDENT Contractor RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent Contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent Contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

MANAGER

1.47 AUTHORITY OF THE TOWN'S PROJECT

- A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of

Services; and claims for damages, compensation and losses.

- B. The Proposer shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
 - a. In the event of such dispute, the parties to the Agreement authorize the Town Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Manager within 10 days of the occurrence, event or act out of which the dispute arises. The Town Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.
 - b. All such disputes shall be submitted in writing by the Contractor to the Town Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Manager is entitled to exercise discretion or judgment or to make a determination or form

an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.

- c. The Town Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.48 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.49 QUALITY ASSURANCE / QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractor and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of five (5) years from the expiration date of the Agreement and any extension thereof.

1.50 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the

Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.51 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.52 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.53 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation, or material misstatement.
- B. The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Town's right to terminate this Agreement for convenience.
- D. The Town, through its Town Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement may be debarred from Town contracting in accordance with the Town debarment procedures. The Contractor may be

subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:

1. Stop work on the date specified in the notice ("the Effective Termination Date").
2. Take such action as may be necessary for the protection and preservation of the Town's materials and property.
3. Cancel orders.
4. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.54 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered deliverables on a timely basis.
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.

3. The Contractor has failed to make prompt payment to subcontractor or suppliers for any Services.

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.

5. The Contractor has failed to obtain the approval of the Town where required by the Agreement.

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town may request that the Contractor, within the time frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town receives such assurances the Town may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement.
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Town shall terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.55 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.
- B. The difference between the cost associated with

procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.56 PROPRIETARY RIGHTS

- A. The Proposer hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Proposer hereunder or furnished by the Proposer to the Town and/or created by the Proposer for delivery to the Town, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the Town, use such documentation on any other project in which the Proposer or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its Subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.
- C. Accordingly, neither the Proposer nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Town, except as required for the Proposer's performance hereunder.

1.57 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may

pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. All Consultants and Subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- E. Florida Building Code (FBC).
- F. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.
- G. Neither Town of Hillsboro Beach nor any of its CONSULTANTS or their Subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of Town of Hillsboro Beach or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to Town of Hillsboro Beach, Town of Hillsboro Beach, with prior approval of the Florida Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by Town of Hillsboro Beach or the locality relating to such contract, subcontract or arrangement.

1.58 FORCE MAJEURE

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the Town or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.59 NONDISCRIMINATION

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the Town, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.60 CONFLICT OF INTEREST/COVENANT AGAINST CONTINGENT FEES:

The Proposer warrants that no person or agency has been employed or retained to solicit or obtain this contract upon agreement or understanding for a contingent fee.

Further, the Proposer represents that:

No officer, director, employee, agent, or other Contractor of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

A. There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a Proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other Contractor of the

Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or Contractor to the Contractor or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.
- B. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the Town Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.
- C. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- D. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the Town's Attorney. Proposer shall thereafter cooperate with the Town Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

1.61 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, Subcontractors, and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any Contractor, Town, board, agency, Commission or other organization or any person whether governmental or private in

connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and

- C. Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the Town, except as may be required by law.

1.62 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Proposer has with the Town, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.63 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Broward County and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.64 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Proposer and the Town under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

1.65 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the Town as duly authorized expressions on behalf of Proposer.

1.66 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Town elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the Town's Proposer lists, and prohibition from engaging in any business with the Town.

1.67 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

1.68 E-VERIFY

Any Contractor assigned to perform responsibilities under its contract with a State agency is required to utilize the US Town of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of:

- (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and
- (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

1.69 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

1.70 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.71 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

As a condition precedent to the effectiveness of this Agreement, subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Town of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any

amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

1.72 Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the Town will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Town's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected.

2.3 CONTRACT TERM

The contract term shall commence upon final execution of the contract by the Town for a period of five years, with three additional (2) year renewals. Further extensions beyond that may be granted at the discretion and approval of the Town Commission.

2.4 UNAUTHORIZED WORK

The Successful Contractor(s) shall not begin work until a Contract has been awarded by the Town Commission and a notice to proceed has been issued. Contractor(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Contractor(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Contractor(s) from commencing the work once the Town Commission has awarded the contract and notice to proceed is issued.

If the Proposer is awarded a contract under this solicitation, the price agreed between the Town and the selected Proposer shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and authorization of the Town.

2.5 REQUESTS FOR INFORMATION

For Requests for Information (RFI) prior to the Proposal opening, the Proposer is to follow this procedure. For information concerning specifications please contact

procurement@townofhillsborobeach.com. Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFP.

2.6 PROPOSER AS AN INDEPENDENT Contractor

It is expressly agreed that the Proposer is an independent Contractor and not an agent of Town. The Proposer shall not pledge or attempt to pledge the credit of Town or in any other way attempt to bind the Town.

2.7 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.8 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to Town personnel at any time upon request. The Town reserves the right to request the same of Subcontractors.

2.9 REQUIRED LICENSES AND CERTIFICATIONS

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

2.10 FEDERAL CONTRACT PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, Contractor shall comply with the Equal Employment Opportunity Clause (41 CFR 60- 1.4(b)):

a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

b) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

c) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

d) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

e) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

f) Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2.12 PERFORMANCE AND PAYMENT BOND

Within ten (10) days of the award of contract, the Bidder shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the annual contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the Town. The bonds should provide that the surety's liability will be co-extensive with the Bidder's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance.

**SECTION 3.0 - SCOPE OF SERVICES
TOWN OF HILLSBORO BEACH
RFP NO. 2025-07-01**

3.1 PURPOSE AND INTENT:

The Town of Hillsboro Beach (“Town”) is seeking proposals from qualified firms, hereinafter referred to as the (“CONTRACTOR”), to perform solid waste collections and disposal services for single family residential and each living unit located in a multi- family complex (to be inclusive of all condominiums, and townhomes), within the Town, in accordance with the terms, conditions, and specifications contained in this solicitation.

Collection services shall include automated collection of residential garbage carts, automated collection of residential recycling carts, multi-family garbage and recycling commodities, yard and bulk trash collection, and dumpster containers.

3.2 PROJECT LOCATION

The Town of Hillsboro Beach, located in Broward County, Florida, is situated on a narrow peninsula between the Intracoastal Waterway and the Atlantic Ocean. The Town's has one road and its total length is about 3 miles and at its widest part is only about 900 feet. The neighboring communities are: To the North: Deerfield Beach, to the South: Pompano Beach and to the West (across the Intracoastal Waterway) Lighthouse Point.

There are currently approximately two thousand three hundred eight-nine (2,389) residential service units in the Town. The Town will provide an updated list of service addresses on a quarterly basis or as needed.

It will be the sole responsibility of the bidder to tour the specified routes, visit the site of the work, examine the plans and familiarize themselves with the work addressed and the levels of service expected; collection locations of garbage carts, containers, bulk trash and white goods may vary.

It will be assumed that the CONTRACTOR has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the plans.

3.3 PROJECT DESCRIPTION

3.3.1 Solid Waste Collection Service. The CONTRACTOR shall provide residential service solid waste collection for all current and future residents of the Town two (2) times per week. Such service dates shall be no less than three days apart, excluding Sundays, and Christmas.

3.3.2 Residential Service Units Recycling Collection Service. The CONTRACTOR shall provide collection of recyclable materials to all residential service units. Collection of Recyclable Materials shall be provided one (1) time per week on a regularly scheduled solid waste collection day.

- 3.3.3 Residential Bulk Waste Collection Service - Residential Curbside. The CONTRACTOR shall provide fifty-two (52) (one time per week) collection for bulk waste from Residential Curbside Service Units --on a schedule determined by the Town. Additional Bulk Waste Collections shall be provided at the rate specified in the Agreement.
 - 3.3.3.1 The Town may elect to have the bulk yard waste collected on separate pickups from the general bulk waste, in lieu of having bulk yard waste mixed with general bulk waste.
- 3.3.4 Construction and Demolition (C&D) Debris Collection - Building and demolition debris and contract yard maintenance, contractor's debris, along with heavy metal, furniture, sod, stone, tree roots, tree trunks, and heavy limbs are excluded from CONTRACTOR'S obligations. The CONTRACTOR may arrange for removal of such solid waste via private arrangements with the individual property owners or respective customers.
- 3.3.5 Town Facilities - The CONTRACTOR shall provide Collection and disposal of Solid Waste and Recyclable Materials without charge to the TOWN. The current location of the Town is 1210 Hillsboro Mile, Hillsboro Beach, FL
- 3.3.6 Special Pickups Requested by the Town: As reasonably requested by the Town, CONTRACTOR shall assist the Town with the collection of illegally dumped bulk trash or piles. The Town shall compensate CONTRACTOR at an agreed upon amount to be negotiated by the parties during the contract negotiations.
- 3.3.7 Special Pickups Requested by the Resident: The CONTRACTOR shall work with the Town to establish a policy, procedures and a price for special bulk trash pickup service to residents. Special bulk trash pickup service shall be considered an extra service requested by residents, in excess of regularly provided trash pickup service.

3.4 MINIMUM QUALIFICATIONS

Firms must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a contract. The firms must demonstrate that it, or the principals assigned to the project, have successfully provided services, of a similar magnitude to those specified in the scope of services, to at least three entities similar in size and complexity to the Town of Hillsboro Beach and the managerial and financial ability to successfully perform the work.

- 3.4.1 CONTRACTOR(s) must be appropriately licensed and registered with the State of Florida. Firm shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.
- 3.4.2 Before awarding a contract, the Town reserves the right to require that a firm submit such evidence of his/her qualifications as the Town may deem necessary. Further, the Town may consider any evidence of the financial, technical, and other qualifications

and abilities of a firm or principals, and performance evaluations for services, in making the award in the best interest of the Town.

3.4.3 Firm or principals shall have no record of judgments, pending lawsuits against the Town or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the Town Commission. Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the Town, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the Town.

3.4.4 CONTRACTOR(s) must be appropriately licensed and registered with the State of Florida by award of contract.

3.5 **DEFINITIONS**

Agreement shall mean the written Agreement entered into between the Town and the CONTRACTOR for the provision of Collection Services and any written amendment thereto as agreed upon by the Town and the CONTRACTOR.

Automated Collection shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.

Biological Waste means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

Biomedical Waste means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

Bulk Waste/trash shall mean large, discarded items including, but not limited to, discarded White Goods, toilets, pool heaters, sheet metal, bedding, furniture, yard waste and other similar items.

Bulk generated by a CONTRACTOR remodeling, repairing, or installing equipment at a residential home should be disposed of by the CONTRACTOR performing the remodeling/repair work. In the event that the bulk waste is left for curbside pickup, it shall be considered unacceptable waste and will not be removed by City's contracted hauler.

Bulk Yard Waste shall mean large accumulations shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature.

Cans and Garbage Cans shall mean a Town approved plastic can of a type commonly

sold as garbage cans of a capacity not more than ninety-six (96) gallons in size.

Carts shall mean a container with an attached tight-fitting lid of up to, approximately, ninety-six (96) gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection truck. All Carts shall be clearly marked in a manner approved by the Town Manager or Contract Administrator.

Collection and Collect shall mean the act of picking up Solid Waste, Yard Waste, Recyclables, or Bulk Waste and delivering it to a Designated Facility.

Collection Service shall mean the Collection of Solid Waste, Yard Waste, Recyclables, Bulk Waste, and delivery to the Designated Facility by the CONTRACTOR.

Commingled refers to a system in which all paper, plastics, glass, metals, and other containers are mixed together.

Construction and Demolition Debris (C&D Waste) means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (b) Except as provided in Section 403.707(9)0), F.S., yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
- (c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and
- (d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

Commercial Service Unit shall mean all units other than Residential Service Units, Multi-family Service Units, or Town Facilities. Commercial Service Units include condominiums and apartment complexes. The Town reserves the right to designate establishments as

Commercial Service Units under this Agreement.

Contractor shall mean that person or entity that has entered into this agreement to provide the services described herein.

Contract Administrator means the Town of Hillsboro Beach Town Manager or his/her designee.

Compactor shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator.

Container shall mean Cart, Can, Compactor, Dumpster, and Roll-off.

Curbside shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.

Designated Facility shall mean the disposal and recycling facilities designated by the Town for receiving Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials under this Agreement.

Dumpster shall mean any container excluding compactors with a tight-fitting lid and minimum of one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

Enclosure shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

Extra pick-ups shall mean collection of services provided by CONTRACTOR on a day other than the scheduled collection days or extra loads other than usual collection.

Franchise Fee shall mean the charge for the CONTRACTOR's use of present and future streets, alleys, bridges, easements, and other public places in the Town .

Garbage shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, and every accumulation of animal and vegetable matter that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.

Hazardous Waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

Hazardous Household Waste (HHW) includes but is not limited to: paints, solvents, pesticides, herbicides, automotive fluids, household cleaners, pool chemicals, batteries,

fluorescent bulbs, propane tanks, and other products labeled flammable, toxic, corrosive, or reactive. due to their hazardous nature and require special handling, collection, transportation, and disposal in accordance with all applicable local, state, and federal regulations.

Incident shall mean one event (e.g., if the CONTRACTOR misses collection of waste from two (2) residences, it will count as two incidents).

Multi-family Service Unit shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors. Multi-Family Service Units do not include apartment complexes. The Town reserves the right to designate Multi-family Service Units.

Recovered Materials or Recyclable Material and Recyclables shall mean metal, paper, glass, or plastic materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

Recycling Bin shall mean a Town and County approved plastic bin of a type commonly sold as recycling bins.

Recycling Cart shall mean a dual stream receptacle. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

Residential Service Units shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set-out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be considered a Residential Service Unit(s). Residential Service Units shall exclude establishments utilizing Dumpsters or Compactors for the accumulation and set out of Solid Waste.

Roll-off shall mean any container, excluding compactors and dumpsters with a capacity of greater than 8 cubic yards which is normally loaded onto a truck and transported to a disposal facility approved by the Contract administrator.

Rubbish shall mean any accumulation of useless material other than garbage, yard waste, or Unacceptable Waste.

Single Stream shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, Town Facility, or other Person generating the Recyclable Materials.

Special Events shall mean events sponsored or co-sponsored by Town.

Solid Waste means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid liquid, semisolid, or contained gaseous material resulting from domestic, industrial, agricultural, or governmental operations. Recovered materials are not solid waste.

Source Separated shall mean that the Recyclable Materials (Recovered Material) are separated from Solid Waste at the location where the Recyclable Materials and Solid Waste are generated. The term does not require that various types of Recyclable Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recyclable Materials. Materials are not considered Source Separated when two or more types of Recyclable Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated and when such materials contain more than 10 percent Solid Waste by volume or weight.

For purposes of this Agreement, the term "**various types of Recyclable Materials**" means metals, paper, glass, plastic, textiles, and rubber.

Special Pick-up Service shall mean Collection Services provided by CONTRACTOR other than the scheduled services.

State shall mean the State of Florida.

Ton shall mean a unit of weight equal to 2,000 pounds.

Town shall mean the Town of Hillsboro Beach, Florida, a municipal corporation of the State of Florida acting through the Town Commission, Town Manager, or official designated by the Town Manager.

Town Facility shall mean a Town owned location designated for service under this agreement.

Unacceptable Waste shall include ash residue, Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, waste tires, used oil, and lead-acid batteries.

White Goods shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances. White Goods shall include non- freon containing appliances. For disposal of refrigerators, the compressor (which contains hazardous waste materials) located at the rear of the unit and all doors, must be removed for safety prior to pick-up. Household appliances containing freon gas (air conditioning units, refrigerators) will be picked up at normal bulk pick-up times only if the unit is certified and documented to have been professionally purged of freon gas. Units not certified and documented as being purged of freon gas will not be picked up.

Yard Waste shall mean include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature. Yard Waste materials, such as branches and trimmings, should not exceed four (4) inches in diameter or six (6) feet in length All yard waste must be "clean" (Free of other waste). Driver shall inspect the container for contamination before dumping. If the customer has contaminated the cart with materials other than yard waste or if the customer is using the yard waste cart for garbage, the cart should not be emptied. CONTRACTOR shall ensure that the cart is tagged advising why the cart was not serviced and immediately report the address to the Town.

3.6 PAYMENT FOR SERVICES

The Town OF Hillsboro Beach shall be the sole responsible party for payment to the Contractor for all services rendered under the terms of the agreement. Under no circumstances shall individual residents or property owners be billed directly by the Contractor for regularly scheduled solid waste collection services covered under this contract.

The invoice shall be an all-inclusive price per residential services unit that encompasses all costs associated with the collection, transportation, and disposal of solid waste and recyclables, including all applicable tipping and disposal fees.

Commercial accounts are billed directly by the hauler. Construction and demolition (C&D) debris collection is also billed directly to the generator by the hauler.

3.7 GENERAL COLLECTION REQUIREMENTS

3.7.1 Hours of Operation The CONTRACTOR shall make weekly collections between the hours of 8:00 am and 6:00 pm

- Residential Collection Services – preferably Tuesdays and Fridays, on a weekly basis
- Recycling Collection – preferably Friday, on a weekly basis
- Yard and Bulk – preferably Friday, on a weekly basis

- HHW and Electronics Disposal – located behind Town Hall and picked up and disposed, as requested and as needed.

3.7.2 Service Standards The successful bidder will provide a level of service equal to or greater than the industry standard for each account.

The work will be done in a sanitary manner. The CONTRACTOR's employees will pick up trash, recyclables or yard trimmings spilled by the CONTRACTOR immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck immediately.

Containers shall be emptied and returned to the customer's original placement location/designated setout location at each service location with lids on. However,

the CONTRACTOR shall ensure that no containers are placed in areas where they become obstructions to pedestrians, traffic flow, roadways, or driveways. Containers shall remain upright with lid closed and shall be left in a neat and orderly manner. Containers shall be handled with due care at all times.

CONTRACTOR will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

CONTRACTOR shall schedule and dispatch sufficient quantities of equipment and labor (to successfully complete the routes each day, within the allotted time period and obtaining desired program results.

Noise and disturbance will be kept to a minimum and CONTRACTOR shall comply with any and all applicable rules and laws including the Town 's Code of Ordinances.

- 3.7.3 Materials in Unapproved Containers & Customer Education Any materials set out for collection that are not in an approved container will be left at the pick-up location along with instructional materials educating the customer about the Town's solid waste plan and recycling program.

In the event that non-recyclable materials are placed in the recycling cart, the CONTRACTOR will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the Town recycling program and how to prepare those materials.

- 3.7.4 Missed Service: In the event the CONTRACTOR is unable to perform a scheduled collection service at any location, the CONTRACTOR shall document the missed service by photograph or video at the time of occurrence. This documentation must clearly demonstrate the reason for non-collection (e.g., blocked access, improper placement, prohibited materials) and must be retained as part of the CONTRACTOR's records. Copies of such documentation shall be made available to the Town upon request and may be required as part of the response to any related customer complaint or Notice of Non-Compliance.

- 3.7.5 Sufficient Inventory of Containers - The Successful CONTRACTOR shall be responsible for providing and maintaining a sufficient inventory of Containers (Carts, Cans, Decals, Compactors, Dumpsters, and Roll-offs for Solid Waste and Recycling Services to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of Town carts at a secure location of their choosing, subject to approval by the Town Manager. Contractor shall provide a monthly inventory of carts to the Town no later than the first Monday of each calendar month, unless otherwise agreed upon in writing by the Town. Inventory report shall include:

- A. New Carts by Type and Size
- B. Refurbished Carts by Type and Size

C. Damaged Carts (no longer useable)

- 3.7.6 Temporary Street Closures for Residential Services Units In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic due to construction, special event, public safety incident, etc., the CONTRACTOR shall make every effort to service the customer, including servicing the customer through pedestrian access, if available, to provide no disruption of service to the Residential Service Unit.

The CONTRACTOR shall not receive additional compensation, or a waiver on collection times and completion, resulting from the streets being inaccessible. The CONTRACTOR is responsible for determining whether to utilize pedestrian access or return within 24 hours to collect the missed pickups.

- 3.7.7 Exclusive Routes & Route Restructuring The CONTRACTOR will be free to establish exclusive routes to achieve the maximum efficiency of operation. Exclusive shall mean that for any route in which the CONTRACTOR operates in the Town , the CONTRACTOR shall not cross over any Town boundaries for collection of other material. The CONTRACTOR will provide any suggested route restructuring request to the Town 's Contract Administrator for approval, prior to implementation. All route changes that were approved by the Town 's Contract Administrator, must be communicated to both the Town and Subscribers, in writing, thirty days in advance of the effective date. The minimum notification requirement to the Subscribers shall be through a mailer, however in the event that the cart has a sticker or other information on it that conflicts with the new routes and schedules, the CONTRACTOR shall replace the information on the cart to avoid conflicting information.

- 3.7.8 Holidays - Christmas

For this contract, the only recognized holidays shall Christmas Day, annually on December 25, in which the CONTRACTOR shall not be required to provide collection service to customers. In those instances where the scheduled collection day falls on Christmas Day, the TOWN will incorporate an additional pickup day during the holidays in the event that they fall on the scheduled pickup day. However, since the following scheduled service day will be heavy, the CONTRACTOR is required to collect extra bags and boxes placed on or around the carts for disposal or recycling.

CONTRACTOR agrees to collect Christmas trees placed to the curb for disposal. Residents will be required to remove all lights, ornaments, and other decorations.

3.8 COLLECTION OF HOUSEHOLD GARAGE FROM RESIDENTIAL SERVICE UNITS

- 3.8.1 Frequency of pickups Twice per week. Preferably on Tuesdays and Fridays.

- 3.8.2 Garbage Containers: The CONTRACTOR will provide all households with an

industry standard, wheeled, lidded container, black in color and in the approximate size of ninety-six (96) gallons. The container, regardless of size, will be at no cost to the Town or customer. All CONTRACTOR provided garbage collection equipment will be maintained in good repair and appearance. The container will include the identification logo of the Town of Hillsboro Beach.

3.8.2.1 Under the current contract, residents are responsible for the purchase of their own solid waste carts, which will remain the property of the individual residential service units. However, existing resident-owned carts may be used in lieu of purchasing new carts, provided they are compatible with the CONTRACTOR's equipment and meet the necessary service standards.

The decision to continue using an existing cart shall be at the discretion of the individual residential unit.

3.8.2.2 The Town shall have final approval over cart specifications, design, branding, and in-mold labelling. The costs related to the procurement of new carts will be borne by the CONTRACTOR. All replacement parts shall be procured by the CONTRACTOR at the CONTRACTOR's sole expense. The CONTRACTOR shall be responsible to deliver, repair, remove and replace carts at the customer's location.

3.8.2.3 CONTRACTOR shall be responsible for the repair of carts they supply under the resulting contract (excluding body cracks or approved non-repairable damages) prior to returning the cart to inventory. These refurbished carts shall be cleaned and repaired to "like new" condition.

3.8.3 Dumpsters: The CONTRACTOR shall be responsible to provide the number and size of dumpsters required. The CONTRACTOR is responsible for ensuring that the dumpsters are properly sized and scheduled following current health and safety guidelines.

3.8.3.1 The CONTRACTOR shall be responsible for the replacement or repair costs of dumpsters.

3.8.3.2 Dumpsters that have broken or missing lids, significant rust damage, or malfunctioning wheels shall be repaired or replaced by the CONTRACTOR as needed to ensure safe and functional service

3.8.3.4 A clear and consistent procedure should be established and followed in the placement of dumpsters

3.8.4 In the event of a dispute concerning service levels, the ultimate determination of the resolution shall rest with the Town. The Town retains the final authority to make decisions regarding the adequacy of service levels.

3.8.5 The CONTRACTOR retains ownership of all dumpsters/containers/carts.

3.9 COLLECTION OF RECYCLABLES FROM RESIDENTIAL SERVICE UNITS

3.9.1 Recyclable Materials to be collected

The CONTRACTOR shall collect all of the following recyclable materials:

- Newspapers, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, soda cartons and crushed boxes from items such as cereal, tissues, rice and pasta
- Plastic containers (narrow necks only) such as bottles, milk, water, detergent and shampoo containers
- Glass food and beverage containers, milk/juice cartons and drink boxes
- Aluminum and steel food and beverage containers
- Cardboard from non-food items such as shipping boxes

The Town reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable materials.

3.9.2 Frequency - Pickups Once Per Week

Recyclable materials generated at the households will be collected curbside once per week.

3.9.3 Recycling Containers

At the commencement of this contract, the CONTRACTOR shall provide all recycling containers.

3.9.3.1 The current Town CONTRACTOR will retain ownership of the recycling carts currently in use. While the Town does not claim ownership of these carts, it has no objection to the awarded contractor negotiating directly with the current contractor regarding the potential use of their existing carts.

3.9.3.2 The Contractor shall be responsible for the repair of carts (excluding body cracks or other damages deemed nonrepairable and approved by the Town) prior to returning them to inventory. Refurbished carts must be cleaned and restored to a “like new” condition.

3.9.3.3 The Contractor shall retain ownership of all containers and carts provided under this contract.

3.9.4 Trucks designated for recycling will be identified as recycling trucks with the CONTRACTOR's company logo and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

3.9.5 Materials Recovery Facility and Title to Recyclable Materials Title and liability to

recyclable materials collected by the CONTRACTOR during the provision of collection service shall also remain with the CONTRACTOR until such recyclable materials are properly delivered to the Materials Recovery Facility.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

- 3.9.6 The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City grants prior written approval.

3.10 COLLECTION OF BULK AND YARD TRASH FROM RESIDENTIAL SERVICE UNITS

- 3.10.1 Bulk - Waste/Trash The CONTRACTOR will be required to pick up all bulk waste/trash, including large discarded items such as White Goods, toilets, pool heaters, sheet metal, bedding, furniture, and other similar items at the subscribing household from the property adjacent to the street.

- 3.10.2 Bulk - Yard Waste All trucks used for collection of yard waste (shrubbery, cuttings, palm fronds, or tree limbs and other items of a similar nature) will be either covered or secured so as to prevent yard trimmings from being scattered or spilled. All yard debris collected shall be handled and disposed of in accordance with all Federal, State and local laws, standards, or requirements.

- 3.10.3 Limit of 6 Cubic Yards per Bulk Pickup for Residential Service Units. There will be a limit of 6 cubic yards of bulk waste that may be collected per collection, per residential service unit.

If a residential service unit exceeds this limit or if the bulk waste is improperly placed, the Contractor shall notify the Town by phone to request instructions regarding the pickup. The Contractor must also take a photograph of the bulk pile showing the address, date, and time. In most cases, the Contractor will be instructed to proceed with the pickup.

- 3.10.4 Frequency - Pickups Once per Week- The CONTRACTOR will collect Bulk Waste and Bulk Yard Waste from each subscribing household once per week on a scheduled route basis. The Town reserves the right to designate that one of the weekly pickups will be strictly for Bulk Yard Waste and the other bulk pickup for Bulk Waste.

The Town intends for the awarded CONTRACTOR to conduct bulk pickups preferably on Fridays.

The awarded CONTRACTOR shall also provide a phone number or an online portal where Residential Service Units can make up to two requests, per calendar year, to exceed the Cubic Yard Limit on a regularly scheduled bulk pick up.

3.11 COLLECTION SERVICES FROM COMMERCIAL SERVICE UNITS

Commercial Solid Waste Collection Service – There are currently two (2) commercial accounts in the Town:

The Hillsboro Club
901 Hillsboro Mile
Hillsboro Beach, FL 33062, and

The Hillsboro Beach Resort
1159 Hillsboro Mile
Hillsboro Beach, FL 33062

Future Development (scheduled to open in 2027)

Rosewood Residence
1174 Hillsboro Mile
Hillsboro Beach, FL 33062

Commercial accounts are billed directly by the hauler. Construction and demolition (C&D) debris collection is also billed directly to the generator by the hauler.

- 3.11.1 The CONTRACTOR shall pick-up Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Roll-off(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Roll-off(s).
- 3.11.2 Customer and CONTRACTOR shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the Town shall make the final determination in advance of the change.
- 3.11.3 During the term of this Contract, a written service agreement between the CONTRACTOR and the customer; in a format acceptable to the Town, shall be entered into regarding the level and type of service to be provided, for solid waste services only. The written service agreement shall include rate information, the name and address of the Customer, and the name and address of the contact person for the customer in a format as prescribed by the Town in advance and a copy shall be filed with the Town within five (5) days of execution of the written agreement.
- 3.11.4 The size of the Container(s), Garbage Cart(s) or Roll-off(s) and the frequency of Collection (meeting minimum requirements contained in the unless less frequent service is approved by the Town) shall be mutually agreed upon by the Commercial Service Unit and the CONTRACTOR.
- 3.11.5 The CONTRACTOR shall provide the Container(s) and Roll-off(s) at the approved rental rates.

- 3.11.6 Containers, Garbage Carts and Roll-offs, shall meet accepted industry standards and be maintained by the CONTRACTOR as necessary to maintain efficient and sanitary services.
- 3.11.7 The CONTRACTOR shall notify the Town if it is deemed necessary to increase service for a customer. The Town reserves the right to approve or decline the service change. If the Town approves the service change request, the CONTRACTOR shall notify the customer of the increased service frequency and Rate Structure. If the Town declines the service change request, the CONTRACTOR shall continue to provide the customer the current level service.
- 3.11.8 All Containers, Garbage Carts and Roll-offs shall be readily accessible to the CONTRACTOR's crew and vehicles.

3.12 SPECIAL COLLECTION FOR COMMUNITY EVENTS

- 3.12.1 There are currently two (2) Town events held on Saturdays for the collection of household hazardous waste (HHW) and electronics. The contractor shall be responsible for assisting during these events and for the proper pickup and disposal of all collected materials on the following business day.

3.13 TOWN FACILITIES AND ROADS

- 3.13.1 The CONTRACTOR will provide for the collection of garbage, bulk trash and recyclables at all Town facilities at no cost to the Town.
- 3.13.2 Frequency of service shall be determined between the Town and CONTRACTOR.
- 3.13.3 Emergencies - In the event of an emergency, such as severe storms, the CONTRACTOR will see an increase in the number of pulls or pickups needed from Town Facilities.
- 3.13.4 Miscellaneous Collection: Dead animals on public streets and town-owned property. On days Contractor is scheduled in the Town, the CONTRACTOR shall, during normal operating hours, pick up dead fowl, reptiles, animals, fish, etc. from public right-of-way.

If the Contractor's collection crews observe non-domesticated dead animals such as raccoons, armadillos or possums, the collection crew will be required to collect and dispose of such animals.

If the collection crews observe domesticated animals such as cats or dogs, the collection crew will be required to notify their dispatcher of the location and time. The contractor's dispatcher will immediately notify the Town in writing by email of the date and time as well as place the incident into the electronic tracking system. If the domesticated dead animal has an identification tag or collar this information

must be relayed immediately to the Town. The Town will direct the CONTRACTOR's supervisor of what action to be taken at that time.

3.14 DISASTER/ SUSPENSION OF COLLECTION SERVICES

In the event of a disaster such as a hurricane, the CONTRACTOR will be expected to continue with collection service until the Town declares a "State of Emergency" or until the Town Manager or Contract Administrator and CONTRACTOR agree, in writing, that service shall be suspended due to unsafe conditions, such as wind speeds exceeding 35 miles per hour (mph), excessive flooding in areas, etc. The CONTRACTOR will stop all work when so directed by the Town during severe weather. The CONTRACTOR will complete the work as soon as authority has been granted to proceed. If collection is suspended, CONTRACTOR will perform collection on the next regular collection day. At the present time, the Town Disaster plan calls for the CONTRACTOR to resume and continue the collection schedule as soon as safely possible.

3.15 DISPOSAL

3.15.1 All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws.

3.15.2 The CONTRACTOR shall dispose of the garbage and trash in a manner approved by State law and at a site determined by the Town and in accordance with Broward County Solid Waste Authority proper disposal practices.

3.16 TRUCKS

3.16.1 The Successful CONTRACTOR shall provide, maintain and have available, at all times, the necessary amount of collection trucks to perform the work as specified herein. The Successful Proposer shall also provide sufficient equipment, in proper operating condition so regular schedules and routes of collection can be maintained.

3.16.2 All collection trucks shall meet and comply with all State, County, and Town laws, rules, regulations, and ordinances, for the appropriate class of truck.

3.16.3 Age of Fleet Requirement. The Successful Proposer shall maintain a reliable and safe collection fleet in good repair. The Town reserves the right to visit and inspect the CONTRACTOR's vehicles and facilities.

3.16.4 The appearance of trucks shall be clean, and without dirt, rust, or grime. Trucks shall be washed on a weekly basis and have a uniform appearance, as approved by the Town's Contract Administrator.

3.16.5 All garbage or trash pickup shall be made by closed packer type trucks, a pick-up truck or in the case of single-family residences by pickup modified by a compactor top collection vehicle all in accordance with applicable State law. It will be the responsibility of the CONTRACTOR to provide and maintain a vehicle small enough in size to be used to service single family residences. Collection of garbage

and trash shall not be made prior to 8:00 am, nor later than 6:00 pm Monday through Saturday. No collections shall be made on Sunday except in emergencies. Such emergency Sunday service will be handled by direct arrangements with the CONTRACTOR

- 3.16.6 Covers for Non-Packer Trash Trucks - Each non-packer trash truck shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.
- 3.16.7 Overloaded Trucks & Spillage - Each truck shall have a fork and broom to address spillage. Trucks shall not be overloaded so as to scatter refuse, however, if refuse is scattered from the Successful Proposer's truck for any reasons, it shall be picked up immediately.
- 3.16.8 Spillage of Hydraulic Fluids - Drivers of trucks which break hydraulic hoses and discharge entering on storm drains shall be acted upon in accordance with the appropriate state and county environmental regulation at CONTRACTOR's expense. Any discharge on Town roads or rights-of-way will be immediately reported to the Town, operations stopped, and area thoroughly cleaned placing all cleaning material in truck. A call for a replacement truck or repair of leaking hydraulic hose will be required before proceeding with the scheduled route.
- 3.16.9 GPS, PTO and Camera Monitoring Technology All trucks shall be equipped with a real-time, cloud based, Global Positioning System (GPS) tracking equipment. The system shall be easily accessible through a remote online web portal without the need to download software onto the end user's computer. The GPS system will be able to track trucks to see where they are at any given time, what speed the trucks are going and in which direction. The GPS system shall also allow for the playback of data to see where trucks were on previous trips and what time and speed the trucks were going.
- 3.16.10 Prohibition on Impeding Traffic - The Successful Proposer's trucks are not to interfere unduly with vehicular or pedestrian traffic and trucks are not to be left standing on streets unattended except as made necessary by loading operations and shall move with the traffic flow.
- 3.16.11 Town reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service-related information as available including video or photographs as needed.

3.17 CUSTOMER SERVICE

- 3.17.1 All customer service inquiries regarding service complaints, missed pickups, or other service-related concerns shall be handled directly between the CONTRACTOR and the resident. However, any billing or payment-related

matters shall be addressed solely with the Town.

- 3.17.2 Office Staff and Hours for Complaint Handling - The CONTRACTOR will provide for prompt handling of complaints by maintaining an office staff that will receive, record and handle complaints. Such staff will be available during the hours of 7 am until 7 pm, Monday through Saturday. During after hours, weekends, and holidays, the CONTRACTOR must make available a phone number to a call center or team of staff that can take calls and messages and respond to those citizen complaints in a timely fashion. The CONTRACTOR will see to it that its employees serve the public in a courteous, helpful, and impartial manner. In the case of complaints regarding collection service or any related activities, the CONTRACTOR will, upon being notified of the complaint resolve the complaint in a timely manner.

All complaints shall be logged in an electronic system and shall be accessible to the Town 's Contract Administrator at any time.

- 3.17.3 Customer Service Program - The CONTRACTOR shall develop a customer service program focusing on elimination of repeat customer complaints/requests. Customer Service Program is to be submitted in your proposal.

- 3.17.4 Customer Satisfaction Surveys - The CONTRACTOR should also provide with their submission any past Customer Satisfaction Surveys that have been administered and qualified by a third-party source. The surveys should be based on the citizen and commercial business customer's satisfaction rather than the government agency itself. Past customer satisfaction surveys are to be limited to Miami-Dade, Broward, and Palm Beach Counties for the previous three years.

3.18 CONTRACTOR'S PERSONNEL

- 3.18.1 The CONTRACTOR shall employ competent and qualified personnel that shall adhere to municipal, State and federal laws, in performance of Collection Services.
- 3.18.2 The CONTRACTOR shall provide a 24/7 emergency contact number for a competent and reliable representative who is authorized to make decisions and act on behalf of the CONTRACTOR for calls received outside of normal business hours to address urgent matters as they arise.
- 3.18.2 Route Supervisor - CONTRACTOR shall have a minimum of one (1) permanent full time Route Supervisor dedicated to the Town. Route Supervisor shall be scheduled to respond Monday through Saturday, 7:00 am to 7:00 p.m. CONTRACTOR shall provide relief personnel coverage by qualified personnel when the permanent Route Supervisor is off. CONTRACTOR shall provide Town with Route Supervisor's phone number and email address so contact can be made directly when required.

Route Supervisor shall:

- A. Respond to collection related issues received from Town.
- B. Be equipped with a cellular phone for communications with Town and customers to immediately return phone calls to Town and customers.
- C. Be in company uniform and carry company identification credentials.
- D. Utilize a company vehicle to respond and meet with customers.
- E. Participate in asset protection by ensuring all Carts are out of the street, lids closed and are properly being used by customers.
- F. Be responsible for tagging Carts, pull Carts back, and leave informational flyers, on front door or container, to notify customer the reason why the bin or cart was not serviced.
- G. Be responsible to respond to complaints on the same day complaint is received up to 7:00 pm. If the complaint is received after 7:00 pm, the Route Supervisor shall respond to the complaint on the following day, including Sundays.
- H. Be required, upon the request of Town, to conduct route audits to verify information regarding Carts and Containers per customer.
- I. Have strong public relations skills, be able to effectively deal with angry or difficult customers, be able to successfully solve problems while protecting Town 's interest, highly motivated, dedicated, dependable, resourceful, and ability to establish positive relationships with Town and the public.
- J. Attend periodic meetings with Town , at a place and time determined by the Town, to discuss and evaluate Collection Services, solve performance related issues, provide input, and share information, to ensure delivery of quality service.
- K. Be required, upon the request of Town, to attend public meetings, with Town, to explain or promote Collection Services.

3.18.3 Operation Supervisor(s) - In addition to the Route Supervisor position(s) in the section above, CONTRACTOR shall also assign a qualified Person or Persons to be in charge of its operations within Town, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of CONTRACTOR's representatives and key personnel to Contract Administrator. Such records shall be updated as personnel or contact information changes.

3.18.4 Employee Uniforms & Equipment/Supplies All supervisory and Collection employees must be provided safety equipment and supplies prior to and during the performance of their duties.

- 3.18.5 CONTRACTOR shall furnish each employee, involved in the performance of this Contract, with a uniform with names, proper identification and a safety vest, shirt or jacket which clearly displays the name of CONTRACTOR. Such uniforms and safety equipment shall make the employee readily visible to other motorists.
- 3.18.6 CONTRACTOR's employees shall wear complete uniforms and safety vest, shirt or jacket at all times. All safety equipment and procedures shall meet all federal OSHA, state and local safety requirements. Please note, this does not require for executives to wear the company attire when meeting with the Town.
- 3.18.7 Employee Training - All employees involved in the performance of this Agreement including office and all Collection personnel, must be provided adequate training before and during their employment with CONTRACTOR.
- 3.18.8 Customer Service Training- All Collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by CONTRACTOR.
- 3.18.9 Route and Performance Standards Training - The CONTRACTOR shall provide training to familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved, and provide necessary knowledge to eliminate delays and missed Collections.
- 3.18.10 Operating and Safety Training - All temporary and newly hired permanent Collection and Supervisory personnel must receive comprehensive safety and operational training prior to working on the Collection trucks. CONTRACTOR shall provide regularly scheduled, on-going operating and safety training for all employees. Such meetings shall be mandatory for all Collection and supervisory personnel and held not less than once per month.
- 3.18.11 Training Plan & Manuals - Training manuals and schedules shall be maintained at the local office of CONTRACTOR and available for review at any time by The Town Manager or Contract Administrator.

The CONTRACTOR must maintain and provide evidence to the Town of ongoing employee safety training and practices, upon request of the Town . The plan, at a minimum, shall include provisions for the proper training in identifying and handling unacceptable hazardous wastes and worker safety practices, which prevent damage to human health, the environment and private property.

- 3.18.12 Prohibition against Soliciting and Gratuities - CONTRACTOR's employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform Collection Services or accept any payments whatsoever on behalf of Town while performing duties under this Agreement.

3.18.13 Town 's right have CONTRACTOR Remove Employees - Town reserves the right to make a complaint regarding any employee of CONTRACTOR who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. Town may recommend appropriate action be taken by CONTRACTOR and may require CONTRACTOR to remove any unacceptable employee, as determined by Town , from service to Town.

In addition, the Town may require the CONTRACTOR to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Town reserves the right to request a current employee roster at any time.

3.19 USE OF SUBCONTRACTORS

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The Town must approve any changes in the use of subcontractors in advance and in writing. No such approval will be construed as making the Town a party to such subcontract or subjecting the Town to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the CONTRACTOR of its liability and obligation under any resulting contract. The subcontractor is subject to the same contractual conditions as is the CONTRACTOR.

3.20 PROPERTY DAMAGE - The CONTRACTOR shall conduct the work in such a manner as to avoid damage to any utilities, private property and public property. CONTRACTOR shall be responsible for all cost associated with repair and replacement of any damages incurred through their operations, and at no additional cost to the Town or property owner. Any damages shall be immediately reported to the Town 's Contract Administrator. Any such damage must be resolved within a period of three full business days.

3.20.1 Damages to Private Property - CONTRACTOR assumes liability for damages to private property such as fences, awnings, trees, etc. during the collection of trash or garbage. CONTRACTOR will promptly contact the Town reporting any damage to private property and will restore, at the CONTRACTORS' expense, to a condition at least equal to which existed immediately prior to infliction of damage within a reasonable period of time. The CONTRACTOR shall provide a written report to the Town 's Contract Administrator immediately after the repairs have been completed including before and after photographs of damages and repairs.

3.20.2 Damages to Town Property - CONTRACTOR will promptly contact the Town in the event of any damage to any Town property, road, right of way, bridge, or highway caused by the CONTRACTOR except through normal wear and tear. The Town will restore the Town property, road, right of way, bridge, or highway at the CONTRACTOR's expense to a condition at least equal to that, which existed immediately prior to infliction of damage.

3.21 EDUCATION SERVICES - The CONTRACTOR shall provide the following public education services:

3.21.1 Annual Solid Waste Notice - Each year during the term of this agreement the

CONTRACTOR shall publish and distribute a notice to the residents regarding the collection service programs for residential customers. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the service area indicating the days when collection services will be provided. The notice shall be approved by the Town prior to publication.

3.21.1.1 The notice may include items such as a magnet for the Residential Service Units, which could describe the day and date of the month on which Bulk Waste Collection Service will be provided.

3.21.1.2 Implementation Notices: The CONTRACTOR shall send periodic notices to all Town residents about the new service method, to include and not be limited to:

- 1) How service is provided;
- 2) How carts should be placed at curbside;
- 3) When services will be provided;
- 4) When carts with wheels will be delivered; and
- 5) The service will commence.

3.21.2 Recycling Education Materials - The CONTRACTOR shall provide recycling education materials at no additional cost to the Town. These materials shall be designed to inform residents and businesses about proper recycling practices, acceptable and non-acceptable materials, and the environmental benefits of recycling.

3.21.2.1 Materials may include, but are not limited to: brochures, flyers, magnets, digital content for websites or social media, and signage for community areas or collection points.

3.21.2.2 The CONTRACTOR shall update materials as needed to reflect program changes or updated recycling guidelines and shall make them available in both English and Spanish (or other languages as required by the Town). The Town reserves the right to review and approve all materials prior to distribution.

3.21.3 Public Awareness Program - CONTRACTOR agrees to cooperate in complying with requests of up to sixteen (16) hours per year from the Town to supply a recycling truck and driver at public outreach events, provided that notice of at least five (5) workdays is given. It is understood and agreed that there shall be no charge to the Town by CONTRACTOR for compliance with any requests to provide a demonstration collection truck and driver in response to the Town 's request. In the event that the Town 's notice for CONTRACTOR's cooperation under this section is less than five (5) workdays, CONTRACTOR, at its sole discretion, may agree to provide the requested demonstration truck and driver.

3.22 ADMINISTRATIVE CHARGES (PENALTIES)

3.22.1 To maintain high standards of customer service, the Town may impose administrative charges on the CONTRACTOR for failure to perform in accordance with the terms of the Agreement.

3.22.2 Per Section 3.7.4, Missed Service, documentation is considered a best practice for supporting service records and customer complaint resolution. Documentation should be submitted along with any response to a Notice of Non-Compliance and may be used to demonstrate the reason for non-collection or to contest administrative charges.

<u>Violation</u>	<u>Fee</u>
Missed residential collection (per incident)	\$50
Failure to clean up spilled waste or debris	\$100
Failure to repair/replace damaged carts within timeframe	\$100
Missed bulk or yard waste collection (per incident)	\$100
Failure to notify Town of service issues as required	\$100
Repeated customer complaints due to service issues	\$200
Improper or untimely reporting	\$100
Failure to comply with route or schedule requirements	\$200

Note: The Town reserves the right to modify these fees based on the frequency or severity of the violation.

3.22.4 When a violation of contract requirements is identified, a Notice of Non-Compliance will be issued to the CONTRACTOR's designated personnel via email. Upon receipt of the notice, the CONTRACTOR shall have 24 hours, or the specific time frame outlined in applicable sections of this Agreement, to correct the deficiency.

3.22.5 If the CONTRACTOR fails to correct the non-compliance within the designated time frame, administrative fees will begin to accrue daily and will continue until the CONTRACTOR has provided satisfactory evidence to the Town demonstrating that the issue has been fully resolved.

3.22.6 Charges not paid within 60 days of invoice may also be deducted from any sums owed to the CONTRACTOR. The Town Manager, or designee, will be responsible for assessing these penalties.

3.23 MONTHLY RECORDS AND REPORTING

3.23.1 Monthly Tonnage Reports, with Customers Served & Weight Tickets The CONTRACTOR shall keep accurate monthly records of the number of customers

served and the monthly tonnage of waste handled and shall provide a monthly report, with invoices and weigh tickets, if requested to the Town's Manager or Contract Administrator for the month which the data was collected.

The monthly tonnage report shall be broken down by, a minimum of, solid waste for residential service units, commercial service units, recyclables and hazardous household waste.

The CONTRACTOR will maintain, for a period of seven (7) years, copies of weight tickets that are to be made available for Town inspection.

3.23.2 Complaints and Resolutions Log For each complaint received, the CONTRACTOR is expected to maintain a log for all complaints and the actual or planned resolution. The CONTRACTOR shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format is to be approved by the Town's Contract Administrator prior to the award of the contract.

3.23.3 Collection Locations and New Customer Report - Reports should include, but not be limited to such items as new collection locations, collection locations of new or replacement containers placed by the CONTRACTOR performing curbside collection.

3.24 TRANSITION

The Proposer understands and agrees that seventy-five (75) days (Commencement Date) from the time of the formal agreement signing (Execution Date) is intended to provide the Successful Proposer with sufficient time to, among other things, order equipment and prepare necessary routing changes.

Unless otherwise approved, the Successful Proposer shall provide all services as set forth in this Solicitation no later than 75 days following formal execution of the agreement (Execution Date), with the exception of supplying the specified trucks.

The CONTRACTOR will be allowed to utilize substitute trucks for 180 days following the 75-day transition period to provide the specified trucks.

3.25 TERMS OF CONTRACT AND PRICE ADJUSTMENTS

3.25.1 Contract Length and Renewal Option The Town of Hillsboro Beach intends to establish a five (5) year agreement, with three additional two (2) year renewal terms, upon mutual consent, evidenced by a written amendment to the agreement.

Further extensions beyond that, may be granted at the discretion and approval of the Town Commission. Any such renewal or extension shall be documented by a formal written amendment to the contract.

3.25.2 CPI Adjustment to the Collection Component

The rates proposed by the Proposer shall remain firm for the initial two (2) years of the contract. Beginning on the first October 1st following this initial two year period, and annually thereafter, the collection component of the monthly rate may be adjusted based on the annual Consumer Price Index for All Urban Consumers (CPI-U) Miami-Fort Lauderdale-West Palm Beach, FL Area. The adjustment shall be calculated based on the percentage change for the month of May and shall not exceed 5%, nor be less than 0%.

If an extraordinary and unanticipated event substantially impacts the CONTRACTOR's costs of providing services under this Agreement including but not limited to tipping fees, changes in governmental regulations, taxes, or significant fuel price escalations (such as during an oil crisis) the CONTRACTOR may appeal to the Town for a rate adjustment.

The CONTRACTOR must submit comprehensive data demonstrating the nature of the event and the resulting cost increases. The Town shall review the submission and determine the appropriate rate adjustment to be granted.

3.26 POST CONTRACTUAL OBLIGATIONS

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the CONTRACTOR shall continue to coordinate and work with the Town during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month to month basis until the Town establishes a new contract for services.

3.27 TERMINATION

3.27.1 Default by CONTRACTOR - In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. The Town shall be the sole judge of nonperformance.

3.27.2 Town Termination - In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of CONTRACTOR which has not been remedied within thirty (30) days after receipt of written notice from Town specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that CONTRACTOR has undertaken the cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), Town, may if such breach or default is continuing, terminate this Agreement upon written notice to CONTRACTOR.

A. If CONTRACTOR shall fail to cure its breach or default as specified in this

Section, Town may terminate this Agreement upon thirty (30) days written notice. In such case, CONTRACTOR shall not be entitled to receive further payment for services rendered from the Effective Date of the Notice of Termination.

- B. In addition, Town may invoke performance and payment bonds and may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in Town's sole opinion shall be required for the completion of the Agreement.
- C. All damages, costs and charges incurred by Town, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages, and expenses so incurred by Town shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to Town the amount of such excess.
- D. If after Notice of Termination it is determined for any reason that CONTRACTOR was not in breach or default, then the rights and obligations of Town and CONTRACTOR shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in this Section.
- E. The following events shall, without limitation, constitute a Material Breach or a Material Default by CONTRACTOR for purposes of this Section:
 - 1. CONTRACTOR shall abandon as hereinafter defined, the performance of Collection Services for a period of five (5) consecutive calendar days unless caused by event of Uncontrollable Force. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service.
 - 2. CONTRACTOR becomes financially distressed as evidenced by one or more of the following:
 - a) CONTRACTOR fails to pay its debts when they become due;
 - b) CONTRACTOR has filed for relief or reorganization and bankruptcy or insolvency;
 - c) CONTRACTOR makes an assignment for benefit of its creditors in lieu of taking advantage of any available bankruptcy or insolvency law.

3.28 USE BY OTHER GOVERNMENTAL AGENCIES

If the CONTRACTOR has the capacity, equipment, and personnel to do so, they may

extend the same pricing, terms, and conditions of this contract to other governmental agencies, political subdivisions, or entities within the State upon mutual agreement. Participation by other entities shall be strictly voluntary and shall not impact the performance or delivery of services to the Town of Hillsboro Beach under this contract.

3.29 EXCEPTIONS TO THE BID

No exceptions will be considered on behalf of the CONTRACTOR, after the bids are opened, for any error or negligence in determining the site conditions; and the CONTRACTOR shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evident that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

In the event CONTRACTOR discovers any apparent error or discrepancy, immediately call it to the attention of the Town 's Contract Administrator for interpretation or decision. The CONTRACTOR shall have the right to appeal any decisions or findings of the Contract Administrator to the Town Commission, whose findings and conclusions shall be final and binding.

SECTION 4.0 SUBMITTAL REQUIREMENTS AND PROPOSAL FORMAT

Respondents shall submit a complete proposal package in response to “*RFP 2025-07-01 Residential Solid Waste, Bulk Waste and Recycling Collection Services*” no later than Wednesday, September 10, 2025 at 10:00 a.m. at which time all submittals will be publicly opened. Proposals must be submitted electronically through DemandStar.com <https://network.demandstar.com> by the date and time stated above. Any proposals received after the due date and time specified will not be considered.

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFP. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

The Respondent shall submit in accordance with the content and format requirements set forth in this RFP. The Proposal shall be written in sufficient detail to permit Town of Hillsboro Beach to conduct a meaningful evaluation.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below.

The proposal must include the following information:

4.1 COVER AND DIVIDERS

Cover must be clearly marked with the RFP number and project title; the Proposer's agency or firm name, address, telephone number, and name of contact person; and the date. Section dividers for each of the sections listed below should be included.

4.2 COVER LETTER / LETTER OF INTRODUCTION

The cover letter / executive summary should be signed by the Proposer’s representative who is authorized to negotiate terms, render binding decisions and commit the Proposer’s resources.

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation. It should include the firm address, telephone number, name of contact person, and date of the Proposal. The Letter of Intent must include “Town of Hillsboro Beach *RFP No. 2025-07-01 Residential Solid Waste, Bulk Waste and Recycling Collection Services*” in the subject line.

4.3 PROPOSAL NARRATIVE:

The proposal narrative shall include the following:

1. Name of business.
2. Mailing address/ website address /phone number.
3. Names of person(s) to be contacted for information or services if different from name of person in charge.

4. State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
5. Date business was organized and/or incorporated, and where.
6. The physical location of the office from which the work is to be done and the number of professional staff employees at the office.
7. Description of the history, organizational structure and composition of the firm.
8. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
9. State if the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

4.4 FIRM AND PERSONNEL EXPERIENCE (SCORED 20 POINTS)

1. Indicate the firm's number of years of experience in providing the services as it relates to the work contemplated.
2. At a minimum, the Proposer shall provide the following information to demonstrate their experience and technical qualifications relative to the project role proposed:
 - A. Solid Waste Collection and Management: The Proposer shall detail both individual and collective experience in the collection, receipt, and disposal of municipal solid waste, including, at a minimum, the number of years these services have been provided. Projects most comparable to this one should be described in greater detail.
 - B. Bulk Waste and Vegetative Waste Collection: The Proposer shall present its individual member and collective experience in the collection and transportation of Bulk and Vegetative waste. The Proposer shall provide its experience in the receiving, and processing/disposal of Bulk Waste. Describe in greater detail projects most similar to this Project.
 - C. Recyclable Materials Collection and Processing: The Proposer shall describe both individual and collective experience in the collection and transportation of bulk and vegetative waste. Additionally, the Proposer shall detail its experience in the receipt and processing or disposal of bulk waste. Projects most comparable to this one should be described in greater detail.
 - D. Construction and Demolition (C&D) Debris Collection and Processing: The Proposer shall outline both individual and collective experience in the collection and receipt of construction and demolition debris. Provide a detailed description of projects most similar to this one.

3. Solid Waste Route Supervisor and Operations Supervisor The Proposer shall provide detailed qualifications and resumes for the Solid Waste Route Supervisor and Operations Supervisor assigned to this Project.

The submission should clearly define each individual's role and responsibilities in the execution of this Project, highlighting their experience in route planning and management, crew oversight, safety compliance, equipment coordination, and problem resolution in day-to-day operations.

Include information on their years of industry experience, familiarity with similar service areas and municipal requirements including years of directly relevant experience in solid waste collection operations and supervision and any specialized knowledge relevant to the scope of work. The Proposer must demonstrate that these key staff members possess the skills and operational understanding necessary to ensure reliable and efficient service delivery.

4.5 CUSTOMER SERVICE PROGRAM (Scored 15 Points)

The Proposer shall submit a detailed Customer Service Program as part of its proposal. The program should outline the approach to handling customer inquiries, complaints, and service requests, with a particular focus on the identification and elimination of repeat issues.

The Customer Service Program must include strategies for tracking and resolving complaints, methods for communicating with customers, performance metrics used to measure customer satisfaction, and procedures for staff training and accountability. The Proposer should demonstrate a proactive approach to customer service that ensures responsiveness, consistency, and continuous improvement.

The Proposer is encouraged to include in its submission any past Customer Satisfaction Surveys that have been conducted and validated by a qualified third-party entity. These surveys should reflect the satisfaction levels of residential and commercial customers, rather than those of the contracting government agency.

4.6 PAST PERFORMANCE – REFERENCES (SCORED 15 POINTS)

References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.

The Proposer shall provide details of at least five (5) directly relevant projects that clearly demonstrate experience with facilities and services similar in size, scope, and complexity to those proposed for this Project.

Additionally, the Proposer must submit three (3) performance references from completed projects of a similar nature. Each reference should include valid contact information—name, email address, and telephone number—of a person authorized to verify the Proposer's performance.

These references should be submitted on the completed and signed Reference Form Exhibit "A".

4.7 IMPLEMENTATION PLAN AND PROPOSED APPROACH (SCORED 15 POINTS)

The Proposer shall submit a detailed Implementation Plan demonstrating its understanding of and commitment to meeting the transition period following formal execution of the agreement. The Proposer must confirm its ability to begin providing all required services no later than seventy-five (75) days from the Execution Date, with the exception of supplying the specified trucks, unless otherwise approved by the Town.

The Implementation Plan should include, at a minimum:

- A. A timeline for ordering, receiving, and preparing equipment.
- B. A strategy for developing and finalizing route adjustments and operational changes.
- C. Staffing and training schedules.
- D. Communication and coordination plans with the Town.
- E. Identification of any potential risks or delays and how they will be mitigated.
- F. Additionally, the Proposer shall describe its plan for utilizing substitute trucks during the transition period. This should include the type, condition, and capacity of substitute vehicles, as well as a commitment to ensure that substitute equipment meets safety and operational standards until the specified trucks are in service.

4.8 EQUIPMENT LISTING AND ASSIGNMENT

The Proposer shall provide a detailed inventory of all equipment to be used in performing the services outlined in the Scope of Service. Additionally, specify which equipment will be assigned to the Town for its use during the contract term.

4.9 COST PROPOSAL (SCORED 40 POINTS)

The Proposer shall provide an all-inclusive price per residential service unit that covers all costs related to the collection, transportation, and disposal of solid waste and recyclables. This price must include all applicable tipping and disposal fees.

4.10 INSURANCE AND GUARANTEES

The prime Proposer shall include written evidence confirming the ability to provide the following coverages:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440;
- B. General Liability Insurance on standard occurrence form with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$2,000,000 products completed operations on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage.

The Town of Hillsboro Beach must be shown as an additional insured with respect to this coverage and must appear on the certificate of insurance;

- C. Umbrella/Excess Liability of at least \$2,000,000 per occurrence and in the aggregate;
- D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence.
- E. Professional Liability Insurance: Evidence of Professional Liability Insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.
- F. Proposers must demonstrate that adequate self-insurance reserves exist for any deductible amount greater than \$50,000.

The Town may require additional coverage to be included in the negotiated agreement, the coverages and amounts included herein are minimums.

4.11 REQUIRED FORMS AND ACKNOWLEDGEMENTS

The Proposer shall complete, sign as required and submit and all required forms from Section 6 as a part of its submittal. Non-compliance with this requirement may result in the rejection of the proposal.

SECTION 5.0 EVALUATION CRITERIA

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

5.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the Town affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFP.

5.3 EVALUATION PROCESS

An Evaluation Committee of a minimum of three members of Town Staff, or other persons selected by the Town Manager or his designee, shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria. Submittals shall be evaluated based upon the information and references contained in the RFP as submitted.

5.4 EVALUATION OF PROPOSALS

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The criteria are itemized below with their maximum scores for a maximum total of one hundred (100) points per proposal.

Evaluation Criteria	Max Points
Personnel Experience and Qualifications	20
Customer Service Program	10
Past Performance - References	15
Implementation Plan and Proposed Approach	15
Cost Proposal	40

Total Possible Points 100

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Committee during the shortlisting and final ranking of Proposers by establishing a general framework for those deliberations. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from Proposers.

5.5 ORAL PRESENTATIONS

The Committee may short list the submittals that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm. The Committee may elect to hold discussions, conduct interviews, and/or require oral presentations with short-listed firms. The Committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFP, and deliberations of the Evaluation Committee at publicly advertised evaluation meetings. The Town may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.

The ranking and the Evaluation Committee's recommendation shall be reported to the Town Commission through and with the concurrence of the Town Manager, who shall request the Town Commission approve the final ranking and authorize staff to negotiate and execute a contract with the top ranked firm. If the Town is unable to reach an agreement with the top ranked firm, negotiations will be cancelled at the sole discretion of the Town. Town staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached, and a contract awarded.

5.6 TIE BREAKER

Occasionally, Committee evaluations end in a tie. When this occurs, the evaluation Committee will take actions to break the tie based upon reconsideration of the following criteria in the order listed:

- 1) Technical Approach/Scope Response/Understanding
- 2) Project Manager/Key Staff Person/Lead Project Persons

5.7 NEGOTIATIONS

Pre-negotiation meetings and negotiation meetings will be conducted on the date(s) and at the place(s) to be specified at a later date. If agreement is not reached from those efforts, the Town will terminate negotiations and proceed to the next highest ranked Firm until it has reached agreement which is then recommended and formally approved by the Town Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

5.8 CONTRACT AWARD

Award will be made to a responsible firm possessing the potential ability to perform successfully under the terms and conditions of the RFP, as determined to be in the best interest of the Town. Consideration will be given to such matters as Contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the services relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

In accordance with Florida State Statutes 120.57, any contractor who is aggrieved in connection with the solicitation or award of a contract may protest in accordance with the procedures outlined in Section 1.16 of General Conditions.

The Town of Hillsboro Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the Town. The Town further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the Town of Hillsboro Beach.

SECTION 6.0 REQUIRED FORMS

Business Name: _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

City : _____ State: _____ Zip: _____

1. Acknowledgement of Addendum

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

No Addendum Issued

2. Conflicts of Interest*

Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its subconsultants at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its subconsultants at any tier, shall insert the following provision into each of their contracts and subcontracts: "No member, officer, or employee of the subconsultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Do you have any Conflicts of Interest to report?

Yes

No

**Response required*

When equals "Yes" Please upload a document listing all your Conflict of Interest

3. No Contingency Affidavit*

Affiant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon the Town of Hillsboro Beach awarding a contract.
- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the Town of Hillsboro Beach in violation of any of the provisions of the Broward County conflict of interest and code of ethics ordinances.

c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

Please Confirm

**Response required*

4. Copeland Anti-Kickback Affidavit*

Affiant certifies that no portion of any sums will be paid to any employees of the Town of Hillsboro Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Proposer or any member of Proposer's firm or by any officer of the corporation in exchange for business with the Town of Hillsboro Beach.

Please Confirm

**Response required*

5. Certifications*

Respondent certifies that they comply (or will comply) with the statements concerning, but not limited to: Compliance with Laws, Conflict of Interest, Convictions, Debarment, Discriminatory Vendor, Drug Free Workplace, Equal Employment Opportunity, E-Verification System, Gopher Tortoise Relocation, Immigration and Nationality Act, Lobbying, Non-Collusion, Prohibited Interests, Public Entity Crime and Scrutinized Companies.

Please Confirm

**Response required*

6. Compliance with Laws*

Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

Please Confirm

**Response required*

7. Convictions*

Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Please Confirm

**Response required*

8. Debarment*

Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise Village immediately if their status changes and will provide an explanation for the change in status.

Please Confirm

**Response required*

9. Drug-Free Workplace Certification*

In accordance with Florida Statute 287.087 (current version), Respondent hereby certifies the following:

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee **will** abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

By clicking confirm below, Respondent certifies that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

Please Confirm

**Response required*

13. Discriminatory Vendor*

Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to

a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

Please Confirm

**Response required*

14. Equal Employment Opportunity*

Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or Village may require. The above shall be required of any subcontractor hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Respondent. Subcontracts entered into by Respondent shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Respondent shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

Please Confirm

**Response required*

15. E-Verification System*

Respondent and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Respondent during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Coordinating Contractor to perform work pursuant to this Contract. Respondent meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Respondent and its subcontractors shall provide Village with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Village is obligated to terminate this Agreement upon a good faith belief that Respondent or its subcontractors has knowingly violated Section 448.095, Florida Statutes. E-Verification Identification

Please Confirm

**Response required*

16. E-Verification Identification Number*

Provide your E-Verification Identification Number _____

**Response required*

17. Immigration and Nationality Act*

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a- Unlawful employment of aliens. Village will not intentionally award Village contracts to any Respondent who knowingly employs unauthorized Alien workers . Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with Village may result in immediate termination of the Agreement. Village will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral

cancellation of the Agreement, by Village, if Consultant knowingly employs unauthorized aliens.

Please Confirm

**Response required*

18. Lobbying*

Respondent confirms that it will not, in connection with the Agreement, directly or indirectly

- A. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Village officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
- B. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Village officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

Please Confirm

**Response required*

19. Non-Collusion*

Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or subcontractors and has not provided a Proposal for the benefit of another Contractor/Vendor. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

Please Confirm

**Response required*

20. Prohibited Interests*

Respondent, and its subcontractors at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the project covered under this Request for Proposal, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Please Confirm

**Response required*

21. Public Entity Crime*

Pursuant to 287.133, Florida Statute, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Please Confirm

**Response required*

22. Scrutinized Companies*

Respondent certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Respondent further understands and accepts that any contract issued as a result of this Proposal shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by Village in the event there is any misrepresentation or false certification on the part of Respondent.

Please Confirm

**Response required*

BIDDER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for the Town of Hillsboro Beach that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these Town of Hillsboro Beach's Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the Town of Hillsboro Beach immediately if any of the statements attested hereto are no longer valid.

Bidder Name

Date Signed

Affiant Signature

Affiant Name & Title (Printed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20____ by means of physical presence or online notarization, by _____ who is personally known to me or who produced the following identification: _____.

(Notary Seal)

Notary Public for the State of _____

My commission expires: _ _____

5.3 VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal Business Name: _____

2. Doing Business As / Fictitious Name: (if applicable): _____

3. Federal Employer I.D. No. (FEIN): _____

4. Website address: (if applicable): _____

5. Principal place of business address: _____

6. Office location responsible for this project: _____

Telephone No.: _____

7. Type of business (*check appropriate box*):

Corporation (specify the State of Incorporation):

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in)

Other – Specify: _____

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

9. List name and title of each principal, owner, officer, and major shareholder:

a) _____

b) _____

c) _____

d) _____

10. Affiliated Entities of the Principal(s):

List the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the Town. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) _____

b) _____

c) _____

d) _____

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

Yes No

12. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? *If yes, specify details in an attached written response the reinstatement date, if granted.*

Yes No

13. Specify the type of services or commodities your firm offers: _____

14. How many years has your firm been in business while providing the services and/or products offered within this solicitation? _____ years.
15. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
- Yes No
16. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Town of Hillsboro Beach recorded as the original purchase?
- Yes No N/A (if service)
17. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? *If yes, specify details in an attached written response.*
- Yes No
18. Is your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*
- Yes No
19. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*
- Yes No
20. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? *If yes, specify details in an attached written response, including contact information for owner and surety company.*
- Yes No
21. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Town of Hillsboro Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Town of Hillsboro Beach officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment (*check one*).
- Vendor certifies that this offer is made independently and free from collusion;
- or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Vendor must include a list of name(s), and relationship(s) with its submittal.*

22. Participation in Solicitation Development (*check one*):

- I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Town of Hillsboro Beach.
- I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Town of Hillsboro Beach.

If this box is checked, provide the following: _____

Name of Person the information was provided: _____

Title: _____

Date Information provided: _____

For what purpose was the information provided? _____

23. What similar on-going contracts is your firm currently working on? If additional space is required, provide on a separate sheet.

24. Has your firm completely inspected the project site(s) prior to submitting response?

- Yes No

25. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

- Yes No

26. What equipment does your firm own that is available for this contract? *please specify details in an attached written response.*

27. Will your firm use subcontractor's to performance services in accordance with the contract. If yes, specify detail in an attached written response.

- Yes No

28. Provide at least three (3) public agencies or cities for which your firm has provided services

REFERENCE: #1

Name of Public Agency: _____

Principal Contact Person: _____

Phone Number: _____ Email: _____

Year Contract Initiated _____ Contract End Date: _____

Number of Residential Curbside Accounts Serviced: _____ Number

of Residential Containerized Accounts Serviced: _____

REFERENCE: #2

Name of Public Agency: _____

Principal Contact Person: _____

Phone Number: _____ Email: _____

Year Contract Initiated _____ Contract End Date: _____

Number of Residential Curbside Accounts Serviced: _____

Number of Residential Containerized Accounts Serviced: _____

REFERENCE: #3

Name of Public Agency: _____

Principal Contact Person: _____

Phone Number: _____ Email: _____

Year Contract Initiated _____ Contract End Date: _____

Number of Residential Curbside Accounts Serviced: _____

Number of Residential Containerized Accounts Serviced: _____

REFERENCE: #4

Name of Public Agency: _____

Principal Contact Person: _____

Phone Number: _____ Email: _____

Year Contract Initiated _____ Contract End Date: _____

Number of Residential Curbside Accounts Serviced: _____

Number of Residential Containerized Accounts Serviced: _____

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town of Hillsboro Beach is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town of Hillsboro Beach, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town of Hillsboro Beach may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town of Hillsboro Beach which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____
Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath



ADDENDUM NO. 1
Residential Solid Waste, Bulk Waste and Recycling Collection Services
RFP No. 2025-07-01
Issued August 26, 2025

This Addendum No. 1 is issued in reference to “RFP 2025-07-01 Residential Solid Waste, Bulk Waste and Recycling Collection Services” is issued in response to questions from prospective respondents, or other clarifications issued by the Town. The RFP is amended in the following particulars only. Deletions are shown by ~~strike through~~ and additions are underlined.

All proposals must be received no later than Wednesday, September 10, 2025, at 10:00 a.m. at which time all proposals will be decrypted and opened. Proposals must be submitted electronically through DemandStar.com <https://network.demandstar.com> by the date and time stated above. Mailed and hand-delivered proposals will not be accepted. Any proposals received after the due date and time specified will not be considered.

1. How many Residential homes are there in the Town and how many are collected curbside?

Response: There are a total of approximately 2,389 residential units within the Town. Of these, 47 are single-family homes and 88 are townhouses, all of which are collected curbside. The remaining balance of residential units consist of condominiums and cooperatives, which are not collected curbside.

2. What is current cost per residential unit paid by the Town of Hillsboro Beach?

Response:

<i>2,389 Residential Units</i>	<i>\$13.50 per unit Solid Waste, Bulk Waste hauling and disposal</i>
<i>2,389 Recycling Units</i>	<i>\$1.36 per unit Recycling Collection Services hauling and disposal</i>

3. Please clarify the distinction, if any, between multifamily properties and apartment complexes as it relates to the rates proposers should submit. How many different “classes of service units” will proposers be required to provide pricing for?

Response: There is no distinction. All residential service units shall be considered at the same price. No different classes of service units will be required.

4. What is the current Franchise Fee for solid waste services, if any?

Response: There is no required Franchise Fee.

5. **How is the Commercial Small Container curbside billed for Solid Waste and for Recycling?**

Response: The Town does not have currently have Commercial Small Container service. Commercial collection is not included under this RFP.

6. **Will the contractor be allowed to offer different collection day options, such as Monday/Thursday or Wednesday/Saturday?**

Response: The Town's preference is to maintain the current collection schedule of Tuesday and Friday service.

7. **Can Recycling preferably be collected on a Monday or on a Wednesday?**

Response: No.

8. **Does the contractor need to use rear load containers for any specific reason instead of using front load containers to provide service?**

Response: The Town does not have a preference regarding the use of rear load or front load containers. The determination is based solely on safety considerations.

9. **It appears that some buildings currently utilize underground trash barrels for service. Will all properties be required to transition to 96-gallon carts equipped with a tip bar, rather than continuing with manual lifting of trash cans and the use of the truck's rear tipper?**

Response: No.

10. **Section 4.9 Cost Proposal The Proposer shall provide an all-inclusive price per residential service unit that covers all costs related to the collection, transportation, and disposal. Will the Town provide pricing submittal format sheets, or should the contractor prepare their own?**

Response: The contractor may prepare their own however attached cost proposal sheet may also be used.

11. **Is there a limit to the amount of bulk and yard waste a resident can set out for collection?**

Response: See Section 3.10.3. will be a limit of 6 cubic yards of bulk waste that may be collected per collection, per residential service unit.

12. **If a resident makes a request for a special pickup that exceeds the 6 yard limit, please confirm this is a chargeable service and whether the resident will pay the contractor directly.**

Response: The Contractor should contact the Town to discuss arrangements and cost for special pickups exceeding the six (6) cubic yard limit.

- 13. Is the collection of construction and demolition debris from all properties exclusive to the contractor?**

Response: No.

- 14. Considering traffic and safety, is there a specific time that homes along Hillsboro Mile must be serviced?**

Response: There is no specific time required for servicing homes along Hillsboro Mile, provided that collection occurs between the hours of 8:00 a.m. and 6:00 p.m. see Section 3.7.1 Hours of Operation..

- 15. Will the Town consider changing the hours of collection services to be from 7:00 a.m. to 7:00 P.M.?**

Response: The Town may consider this adjustment.

- 16. Will the Town provide the total amount and types of household hazardous waste (HHW) materials collected at HHW events over the past two years?**

Response: The Town collects approximately two pallets of miscellaneous paint and one 85-gallon drum of electronics each year at HHW events.

- 17. Section 3.8.2.1 – Residents owned carts; does the town know how many there are?**

Response: The Town does not have this information. Some residents may have multiple carts.

- 18. Is the contractor to supply all new 96 gallon carts to each unit? If so how many? If they are owned by the Town the Contractor is solely responsible for replacement, repairs and inventory?**

Response: The Town does not own any carts. The Town has no objection if the contractor elects to supply all new 96-gallon carts and require residents to use only the contractor-provided carts. This decision is at the contractor's preference.

- 19. Section 3.9.3 – How old are the current, Solid Waste, and Recycling carts that residents use.**

Response: The Town does not have this information.

- 20. Multi-family units - Who owns the small containers located under the chutes, and how many of these containers exist? How is service for these units billed?**

Response: The 96-gallon garbage carts are owned by the resident. Recycling bins are owned by the Contractor. Dumpsters used for multi-family units are owned by the

Contractor.

- 21. If the contractor supplies all new carts, will the Town make it mandatory for residents to use only the contractor-provided carts?**

Response: The Town has no objection if the contractor elects to supply all new carts and requires residents to use only the contractor-provided carts. This decision is at the contractor's preference.

- 22. How many 96-gallon carts may a resident place at the curb for collection?**

Response: The Town does not have this information. Some residents may have more than one 96-gallon cart. The contractor may wish to conduct a drive-through of the service area to determine the number of carts in use.

- 23. Can the Cart color be another color than black?**

Response: Town may consider alternative cart colors.

- 24. How much does the current contractor charge for carts? Is there a fee for delivery?**

Response: The cost of the Cart, delivered is included in the service residential uni pricet.

- 25. Will the Town provide service information for all multifamily and commercial properties, including collection days or weekly frequency, number of containers, and container sizes?**

Response: Collection days are Tuesday and Friday. The Town does not have detailed information regarding the number of containers or container sizes. Contractors are encouraged to conduct a drive-through of the service area to determine this information.

- 26. Section 3.11 - designates three accounts as commercial, but the definition on page 22 for Commercial Accounts conflicts as it designates condominiums and apartment complexes as commercial? Please clarify.**

Response: For the purposes of this RFP, condominiums and apartment complexes are considered residential units and not commercial accounts.

- 27. Please specify the type of service to Town facilities the contractor is to provide at no charge.**

Response: See Section 3.13 Town Facilities and Roads 3.13.1" The CONTRACTOR will provide for the collection of garbage, bulk trash and recyclables at all Town facilities at no cost to the Town." The Town facility is located at 1210 Hillsboro Mile, Hillsboro Beach, FL.

- 28. Can you provide to us what services are in Hillsboro Club and how many times a week trucks must provide the service? We tried to access the property but are not allowed in due to it being a private club.**

Response: Service to Hillsboro Club is not included in this RFP, nor are the two other commercial accounts. Access to the property is restricted as it is a private club.

29. **CPI Table Consistency Reference: Article 22 – Price Adjustments (page 34)**The CPI clause does not explicitly reference the correct table: Will the Town confirm and specify that all CPI adjustments must use the BLS CPI for All Urban Consumers, Water, Sewer, and Trash Collection Services (Series ID: CUUR0000SEHG)?

Response: Confirmed. The Town will use that index of CPI for All Urban Consumers, Water, Sewer, and Trash Collection Services (Series ID: CUUR0000SEHG) for CPI adjustments.

30. **Sec. 3.25.2, “CPI Adjustment to the Collection Component” – Will the Town remove the language stating that the rates remain firm for the initial two (2) years of the contract to, instead, allow for an annual rate adjustment from year one (1) of the contract term?**

Response: It is the Town’s intent for rates to remain firm for the initial two years of the contract. However, the Town may be open to negotiation regarding annual CPI adjustments starting in year one.

31. **Rate adjustments, in addition to CPI, there are no provisions for disposal adjustments as regulated by Broward County? Can this be inserted with proof from the disposal facility?**

Response: Town may consider during contract negotiations.

31. **Section 3.25.2 indicates that the CPI rate adjustment shall not exceed five percent (5%), nor be less than zero percent (0%). Can the CPI floor be revised to no less than three percent (3%)?**

Response: The Town may consider this request during contract negotiations.

32. **Would the Town consider changing “may” to “shall”, making annual CPI adjustments automatic?**

Response: The Town may consider this request during contract negotiations.

33. **Would the Town consider aligning the CPI measurement period with the contract anniversary date instead of the fiscal year?**

Response: The Town may consider this request during contract negotiations.

34. **Would the Town allow carryover of CPI differences above the annual cap into future years?**

Response: The Town may consider this request during contract negotiations.

35. **Proposal/Bid Bond Submission** The RFP requires a certified check, cashier’s check, bank officer’s check, or bid bond of \$15,000 to be delivered to the Town Clerk prior

to proposal opening. Would the Town consider modifying this requirement to allow submission of the proposal/bid bond together with the sealed proposal package? This would align with standard industry practice and ensure equal opportunity for all proposers.

Response: No. Proposal submissions are to be made electronically through DemandStar. The bid security should be mailed or hand-delivered to the Town Clerk prior to the proposal opening due date.

- 36. Sec. 3.7.3 – “Materials in Unapproved Containers & Customer Education” – To ensure that drivers are able to comply with the provisions of this section, please add the word “visibly” to the following sentence: “In the event that non-recyclable materials are visibly placed in the recycling cart...”**

Response: Yes, the requirement is modified will be revised as follows:

3.7.3 Materials in Unapproved Containers & Customer Education Any materials set out for collection that are not in an approved container will be left at the pick-up location along with instructional materials educating the customer about the Town's solid waste plan and recycling program.

*In the event that non-recyclable materials are **visibly** placed in the recycling cart, the CONTRACTOR will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the Town's recycling and how to prepare those materials.*

- 37. Section. 3.22, “Administrative Charges (Penalties)” – Will the Town add a definition for what constitutes a legitimate missed pick-up?**

Response: A legitimate missed pick-up is one that occurs due to factors outside the contractor’s control, such as severe weather, emergency road closures, or other events that prevent safe access to collection locations. Missed pick-ups resulting from contractor error or negligence would not be considered legitimate.

- 38. Section. 5.4, “Evaluation of Proposals” – Sec. 4.5 of the RFP states that the Customer Service Program will be allocated 15 points in the evaluation process. However, Sec. 5.4 of the RFP states that only 10 points will be allocated to this section. Please clarify.**

Response: There is a typographical error in Section 4.5. The correct allocation for the Customer Service Program is 10 points, as stated in Section 5.4

- 39. Would the Town consider adding language to the contract making clear that contractor is not responsible for collecting storm debris arising from a hurricane or other (declared) disaster unless a separate contract for the same is entered into by the parties?**

Response: Yes. Collection of disaster debris is covered under separate contracts and is not included in this RFP.

40. **Section 3.14. Would the Town consider adding language to the contract that the contractor may suspend services during storm conditions, including when winds exceed 30 MPH?**

Response: The requirement is modified as follows:

3.14 DISASTER / SUSPENSION OF COLLECTION SERVICES

*In the event of a disaster such as a hurricane, the CONTRACTOR will be expected to continue with collection service until the Town declares a "State of Emergency" or until the Town Manager or Contract Administrator and CONTRACTOR agree, in writing, that service shall be suspended due to unsafe conditions and **storm conditions, including when tropical storm-force winds are present**, excessive flooding in areas, etc. The CONTRACTOR will stop all work when so directed by the Town during severe weather. The CONTRACTOR will complete the work as soon as authority has been granted to proceed. If collection is suspended, CONTRACTOR will perform collection on the next regular collection day. At the present time, the Town Disaster plan calls for the CONTRACTOR to resume and continue the collection schedule as soon as safely possible.*

41. **Would the Town agree that any renewal period be based upon mutual consent of the parties?**

Response: Yes. The renewal period will be based on mutual consent of the parties. The contractor shall provide notice at least 180 days in advance to ensure uninterrupted operation of services.

42. **Would the Town agree that any request it may make for the removal or substitution of contractor's personnel, that such request shall not be in violation of any applicable law?**

Response: The Town will not violate any applicable laws. However, if a contractor's employee is objectionable, for example, using inappropriate language or exhibiting unprofessional behavior, the Town may request their removal or substitution.

43. **With respect to insurance, the proposer's insurance policies are subject to SIR/deductibles which are administered company-wide and cannot be changed; however, the proposer's insurance administrator is required to pay claims from the first dollar at 100% of the claim value without any requirement that contractor pay the deductible prior to its payment of the claim. Please confirmation that this is acceptable to the Town.**

Response: If claims are adjusted and paid by your insurance administrator from the first dollar, at 100% of the claim value, without any requirement that the contractor fund the deductible prior to payment, the Town finds this arrangement acceptable.

Provided the below conditions are met, the Town confirms proposed insurance arrangement is acceptable.

- 1) *The Town will not be responsible for payment of any deductible or SIR associated with the contractor's policies.*

- 2) *The contractor's insurer (or authorized claims administrator) must defend and indemnify the Town as required under the contract without delay or limitation due to the existence of an SIR or deductible.*
- 3) *Certificates of insurance and endorsements must still be provided to evidence coverage in compliance with the contract requirements.*

44. Does the Town agree that Professional Liability insurance is not required for this RFP (as waste services are not professional)?

Response: The Town agrees that Professional Liability insurance is not required for this RFP, as waste collection services are not professional services. The requirement will be removed.

45. Would the Town agree to add language in the parties' contract making clear that the contractor's indemnity obligations are not meant to encompass negligent acts by the Town?

Response: The Town will consider adding language clarifying that the Contractor's indemnity obligations are not intended to encompass negligent acts by the Town.

46. Change in law - There is no provision regarding change in law. Will the Town add a provision so that changes in law that affect performance or the cost of same can be appropriately addressed by the parties?

Response: In the event that any federal, state, or local law, regulation, ordinance, rule, or order enacted or amended after the effective date of the Agreement materially affects the Contractor's performance of the Services or the costs of such performance, the Contractor shall promptly notify the Town in writing of the specific impact. The Town and the Contractor shall, in good faith, negotiate an equitable adjustment to the terms of the agreement.

47. Please confirm the Town will not be including a right to terminate the contract for convenience.

Response: Not acceptable. The Town reserves and maintains the right to terminate the Contract for convenience.

48. Section 3.27.1 – Default by Contactor - Would the Town agree to insert the word “material” before “terms, provisions, conditions or requirements...”?

Response: No. The Town will not agree to insert the word “material” before “terms, provisions, conditions or requirements.”

49. Section. 3.15, “Disposal.” – Will the Town allow the Contractor to choose the disposal facility?

Response: All garbage and recyclables collected shall be delivered to a permitted solid

waste disposal facility that is fully authorized and operating in compliance with all applicable federal, state, and local laws and regulations and in accordance with the proper disposal practices established by the Broward County Solid Waste Authority.

- 50. Please confirm that all solid waste must fit within the 96-gallon carts, except for bulk and yard waste placed curbside on the designated collection day (Friday).**

Response: Yes. All solid waste must be contained in the 96-gallon carts, with the exception of bulk and yard waste collected on Fridays.

- 51. Emergencies – Will the contractor compensated for additional pickups beyond the normal frequency?**

Response: Yes.

- 52. Section 3.16.5 indicates the possible need for a small vehicle to service single-family residential units. Are these units not required to place carts curbside on the main road (Hillsboro Mile)?**

Response: All residential carts are required to be placed curbside on the main road (Hillsboro Mile). However, a backup garbage truck may be needed in certain areas.

- 53. Would the Town consider changing hours to handle complaints to 8:00 a.m. – 4:00 p.m. which are normal business office hours?**

Response: Town may consider.

- 54. Disposal Cost Adjustments – Reference: Article 23, Extraordinary Cost Increases (page 35). Currently, disposal cost increases are classified as “extraordinary.” Since disposal fees are recurring, standard operating costs, would the Town consider creating a separate disposal adjustment mechanism tied to CPI or a direct pass-through of facility rate changes?**

Response: The Town will consider this request during contract negotiations.

- 55. Would the Town limit the definition of “extraordinary increase” to true shocks such as fuel spikes, disaster debris, or legal mandates?**

Response: The Town will consider this request during contract negotiations.

- 56. Section 3.3.4 indicates that construction and demolition (C&D) debris are excluded from the Contractor’s obligations, though the Contractor may arrange for removal through private agreements with property owners or customers. However, in SECTION 4.0 SUBMITTAL REQUIREMENTS AND PROPOSAL under Section 4.4 “Firm and Personnel Experience,” item 2(D) requests that proposers outline individual and collective experience in the collection and receipt of C&D debris, including detailed descriptions of similar projects. Please clarify whether proposers are expected to demonstrate C&D experience even though C&D collection is excluded from the Contractor’s obligations under this contract.**

Response: While C&D debris collection is excluded from the Contractor's obligations under this contract, the Town requests that proposers provide information regarding their experience with C&D debris in order to evaluate overall capacity, resources, and related expertise.

57. **Section 4.4 "Firm and Personnel Experience," item 2(C) should have read: Recyclable Materials Collection and Processing: The Proposer shall describe both individual and collective experience in the collection and transportation of bulk and vegetative waste. of recyclable materials. Additionally, the Proposer shall detail its experience in the receipt and processing or disposal of bulk waste. Projects most comparable to this one should be described in greater detail.**

Response: Correction and trciken language. While experience in processing or disposal of recyclable materials was been noted, processing is note a requirement of this RF.

58. **Section. 3.13.4, "Miscellaneous Collection" – This section requires that the Contractor collect dead animals on public streets and town-owned property on scheduled collection days. Because the automated trucks that will be servicing the Town are not designed for the collection and disposal of animal carcasses; and because dead animals may be considered "Hazardous Waste" by the Town's own definition (Sec. 3.5) as they "...may pose a substantial present, or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed," will the Town remove this requirement from the Contractor's scope of work?**

Response: Yes, this requirement will be removed from the Contractor's scope of work.

59. **Reference: Section 3.3.3.1 – Bulk Yard Waste Collection "The Town may elect to have the bulk yard waste collected on separate pickups from the general bulk waste, in lieu of having bulk yard waste mixed with general bulk waste." . Does the Town anticipate electing this separate collection service at the contract's inception, or is this intended as a future option?**

Response: Currently this service option is not in place under the Town's existing contract. The Town has no preference as long as the collection method does not cause environmental concerns.

Any questions regarding this Addendum No. 1 should be submitted in writing to the Procurement Manager at procurement@townofhillsborobeach.com. Bidders are reminded to acknowledge receipt of this addendum as part of your RFP submission.

Sincerely,

Donna Rockfeld
Procurement Manager

**SECTION 4.0 SUBMITTAL REQUIREMENTS AND PROPOSAL FORMAT
4.9 COST PROPOSAL (SCORED 40 POINTS)**

The Proposer shall provide an all-inclusive price per residential service unit that covers all costs related to the collection, transportation, and disposal of solid waste and recyclables.

The proposed price must include all applicable tipping and disposal fees.

Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Town of Hillsboro Beach

NUMBER OF RESIDENTIAL UNITS	DESCRIPTION	COST PER RESIDENTIAL UNIT	TOTAL
2,389	The Contractor shall provide residential solid waste collection service for all current and future residents of the Town at an all-inclusive price per residential service unit. Collection shall occur two (2) times per week, with service days scheduled no less than three (3) days apart. In addition, the Contractor shall provide residential bulk waste curbside collection one (1) time per week.	\$ _____	\$ _____
2,389	The Contractor shall provide collection of recyclable materials for all residential service units one (1) time per week, to occur on the same day as the regularly scheduled solid waste collection service. The price shall be all-inclusive per residential service unit and shall cover all costs associated with the collection, transportation, and processing of recyclables.	\$ _____	\$ _____

SIGNATURE IS REQUIRED

Authorized Signature

Address

Print Name & Title

City, State, Zip Code

Company Name



ADDENDUM NO. 2
Residential Solid Waste, Bulk Waste and Recycling Collection Services
RFP No. 2025-07-01
Issued August 28, 2025

This Addendum No. 2 is issued in reference to “*RFP 2025-07-01 Residential Solid Waste, Bulk Waste and Recycling Collection Services*” is issued in response to questions from prospective respondents, or other clarifications issued by the Town. The RFP is amended in the following particulars only. Deletions are shown by ~~strike through~~ and additions are underlined.

All proposals must be received no later than Wednesday, September 10, 2025, at 10:00 a.m. at which time all proposals will be decrypted and opened. Proposals must be submitted electronically through DemandStar.com <https://network.demandstar.com> by the date and time stated above. Mailed and hand-delivered proposals will not be accepted. Any proposals received after the due date and time specified will not be considered.

- 1. Is there a list of accounts with dumpsters; the size and how many times per week service they have?**

Reponse: See attached report. The trash is serviced twice a week - Tuesday/Friday

- 2. Can the Town provide the total Residential tonnage for the past 3 years for Solid Waste, Recycling, and Bulk?**

Reponse: See attached report. Tonnage

- 3. How many recycling carts are currently being used through out the town?**

Response: There are 442

- 4. Page 33 – What company now provides this HHW service through the current contractor for the town?**

Response: Waste Pro

- 5. Section 3,23 Monthly Records and Reporting requires monthly records of customers and tonnages. Can these historical records be supplied for the last 12 months.**

Response: No. There are no individual customer accounts.

6. Please provide the number of dumpsters currently being serviced by each Multi- Family building within the Town. Please include the sizes and service frequencies of these dumpsters.

Response: See attached report - Commercial accounts

There are a total of 65 Rear load cans The dumpsters are serviced twice a week, Tuesday/Friday

Any questions regarding this Addendum No. 1 should be submitted in writing to the Procurement Manager at procurement@townofhillsborobeach.com. Bidders are reminded to acknowledge receipt of this addendum as part of your RFP submission.

Sincerely,

Donna Rockfeld
Procurement Manager

COMMERCIAL RECYCLE TOTERS

ADDRESS	QUANTITY	SIZE
901 HILLS CLUB	4	95 GAL
1021 LANDMARK	6	95 GAL
1035 HILLSBORO MILE	3	95 GAL
1039 HILLSBORO OCEAN F	3	95 GAL
1041 HILLSBORO OCEAN E	1	95 GAL
1043 HILLSBORO OCEAN C & D	6	95 GAL
1045 HILLSBRO OCEAN A & B	5	95 GAL
1050/51 LEBARON	19	95 GAL
1057 DIAMONDHEAD	11	95 GAL
1063 OCEAN GRANDE	11	95 GAL
1069 OCEAN HILLS	5	95 GAL
1073 KINGSLEY ARMS	2	95 GAL
1147/49 OPAL EAST	21	95 GAL
1150 OPAL WEST	14	95 GAL
1153/54 WATERS EDGE	4	95 GAL
1155 OCEAN CLUB	7	95 GAL
1160 ISLAND HOUSE	2	95 GAL
1161 COLANNADE	6	95 GAL
1166 PIECES EIGHT	2	95 GAL
1167 OVERLOOK	18	95 GAL
1167 WINDOSR	2	95 GAL
1170 HARBORSIDE	4	95 GAL
1172/73 HILLSBORO SQUARE	2	95 GAL
1187 VIRGINIA KAYE	4	95 GAL
1189 OCEAN CREST	2	95 GAL
1194 YACHT VILLAS E	1	95 GAL
1194 YACHT VILLAS W	2	95 GAL
1198/99 IMPERIAL	11	95 GAL
1200 THE OCEAN	2	95 GAL
1203 SHORELAND	1	95 GAL
1205 CASTLE REEF	3	95 GAL
1207 RECESS	1	95 GAL
1212 PALM HILL	4	95 GAL
1221 SEA CLUB	6	95 GAL
1222/23 OCEAN VISTA	1	95 GAL
1225 ROYAL FLAMINGO	8	95 GAL
1228/30 MEDITERRANEAN	3	95 GAL
1231 SUNRISE OCEAN	3	95 GAL
1236-39 PORT DE MAR	16	95 GAL
TOTAL	226	95 GAL

HILLSBORO BEACH TRASH REAR LOAD CANS & TOTTERS

ADDRESS	QUANTITY
901 HILLS CLUB	4
1021 LANDMARK	2
1035 HILLSBORO MILE	1
1039 HILLSBORO OCEAN F	1
1041 HILLSBORO OCEAN E	1
1043 HILLSBORO OCEAN C & D	1
1045 HILLSBORO OCEAN A & B	1
1050/51 LEBARON	2
1057 DIAMONDHEAD	1
1063 OCEAN GRANDE	8
1069 OCEAN HILLS	1
1073 KINGSLEY ARMS	1
1147/49 OPAL EAST	4
1153/54 OPAL WEST	2
1155 OCEAN CLUB	2
1160 ISLAND HOUSE	1
1161 COLANNADE	1
1166 PIECES EIGHT	1
1167 OVERLOOK	3
1167 WINDOSR	2
1170 HARBORSIDE	1
1172/73 HILLSBORO SQUARE	1
1187 VIRGINIA KAYE	5
1189 OCEAN CREST	4
1194 YACHT VILLAS E	25
1198/99 IMPERIAL	16
1200 THE OCEAN	2
1203 SHORELAND	1
1205 CASTLE REEF	0
1207 RECESS	12
1212 PALM HILL	2
1221 SEA CLUB	1
1222/23 OCEAN VISTA	1
1225 ROYAL FLAMINGO	1
1228/30 MEDITERRANEAN	2
1231 SUNRISE OCEAN	3
1236-39 PORT DE MAR	8
TOWN HALL	1

Rear load cans
32
2
18
7
6
65

95 gallon trash totter
62

SINGLE FAMILY

Type	Quantity	Size	Trash	Recycle
TOTAL SINGLE FAMILY HOMES	70 HOMES	95 GAL TOTTER	178	132
TOTAL VILLAS UNIT	74 UNITS	35 GAL TOTTER	74	74
TOTAL UNIT 8PLEX	10 UNIT	95 GAL TOTTER	10	10

TONNAGE REPORT

Year	Commodity	Tons
2022	Recycle	209.59
2023	Recycle	244.67
2024	Recycle	209.14

Year	Commodity	Tons
2022	Trash/Bulk mix	1122.68
2023	Trash/Bulk mix	1201.34
2024	Trash/Bulk mix	1302.37



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2025-41

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute an Agreement Between Broward County and the Town of Hillsboro Beach for the Enhanced Marine Law Enforcement Grant (EMLEG) Program for Fiscal Year 2025-2026.

Submitting Dept: Police, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Agenda Cover Memo - EMLEG
 2. Resolution
 3. Enhanced Marine Law Enforcement Grant Program FY 2025-2026 (unsigned)



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Agreement between Broward County and the Town of Hillsboro Beach pursuant to the Enhanced Marine Law Enforcement Grant

Submitting Department: Police Department, Chief Robert M. O'Neill *R.O.*

Agenda Date: October 7, 2025

BACKGROUND / HISTORY

The Town of Hillsboro Beach Police Department's Marine Unit has participated in an annual agreement with Broward County Enhanced Marine Law Enforcement Grant each year since 2008. The agreement pays The Town of Hillsboro Beach up to 416 hours of weekend coverage, and 304 hours of nighttime coverage. The agreement also provides marine training for up to three officers.

CURRENT ACTIVITY

This year, the Town of Hillsboro Beach is expected to nearly maximize the agreement by providing the 416 hours of weekend coverage and 304 hours of nighttime coverage.

FINANCIAL IMPACT

The agreement with Broward County will pay the Town of Hillsboro Beach \$40,440.00 to provide 416 hours of weekend coverage and 304 of nighttime coverage.

RECOMMENDATION

Acceptance and execution of the Broward County Enhanced Marine Law Enforcement Grant is recommended.

ATTACHMENT 1:

Agreement with Broward County (23 pages)

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RESOLUTION NO. 2025-41

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF HILLSBORO BEACH FOR THE ENHANCED MARINE LAW ENFORCEMENT GRANT PROGRAM FOR FISCAL YEAR 2025-2026; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute the Agreement between Broward County and the Town of Hillsboro Beach for the Enhanced Marine Law Enforcement Grant Program for Fiscal Year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute the Agreement between Broward County and the Town of Hillsboro Beach for the Enhanced Marine Law Enforcement Grant Program for Fiscal Year 2025-2026; a copy of the Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ___ day of _____ 2025.

TOWN OF HILLSBORO BEACH, FLORIDA

Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC

RESOLUTION NO. 2025-41
EMLEG Program FY 25-26
Record of Vote | Hillsboro Beach Town Commission

	<u>YES</u>	<u>NO</u>
Mayor Dawn Miller	<input type="checkbox"/>	<input type="checkbox"/>
Vice Mayor David Ravanese	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Vinnie Andreano	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Jane Reiser	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heather Berman	<input type="checkbox"/>	<input type="checkbox"/>



AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF HILLSBORO BEACH FOR THE ENHANCED MARINE LAW ENFORCEMENT GRANT PROGRAM FY 2025-2026

This Agreement Between Broward County and Town of Hillsboro Beach for the Enhanced Marine Law Enforcement Grant Program FY 2025-2026 (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Town of Hillsboro Beach, a municipal corporation of the State of Florida (“Grantee”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Pursuant to the Local Option Registration Fees for Vessels established in Chapter 1, Article XXX, of the Broward County Code of Ordinances, County imposes a registration fee on all vessels required to register with the State of Florida that obtain such registration in Broward County.

B. A portion of the monies collected by County from the Local Option Registration Fees for Vessels is expended through County’s Enhanced Marine Law Enforcement Grant (“EMLEG”) Program for the patrol and regulation of the lakes, rivers, and waterways within Broward County.

C. In accordance with Section 9½-16 of the Broward County Code of Ordinances, the Broward County Marine Advisory Committee (“MAC”) recommended to the Broward County Board of County Commissioners (the “Board”) that County provide grant funding to Grantee for Services (as hereinafter defined) under the EMLEG program for fiscal year (“FY”) 2025-2026, which grant funding was approved by the Board as part of the annual budget for FY 2025-2026.

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

ARTICLE 1. DEFINITIONS

1.1. **Aggressive Marine Patrol Coverage** means patrol coverage occurring after 2:00 p.m., Monday through Thursday, or any patrol coverage in excess of eight (8) hours on a single day that would otherwise qualify as Daytime Marine Patrol Coverage (as defined below).

1.2. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of the Broward County Parks and Recreation Division or such other person designated by the Director of Broward County Parks and Recreation in writing.

1.5. **Daytime Marine Patrol Coverage** means patrol coverage occurring after 2:00 p.m. on Friday, or any time on Saturday or Sunday, and does not exceed eight (8) hours on any single day. Daytime Marine Patrol Coverage also includes any patrol coverage occurring on November 27 (day after Thanksgiving Day), May 25 (Memorial Day), July 4 (Independence Day), and September 7 (Labor Day) that does not exceed eight (8) hours on a single day.

1.6. **Designated Representative** means Grantee's Chief of Police or such other person designated by Grantee's Chief of Police to the Contract Administrator by written notice in accordance with Section 13.8 of this Agreement.

1.7. **Grant Application** means the grant funding application for the Program submitted by Grantee to County, including any amendments thereto, which is incorporated herein by reference.

1.8. **Local Operation Vessel Registration Fees** means the fees collected by County in accordance with Section 1-525 of the Code.

1.9. **Officer** means a law enforcement officer employed by Grantee who performs Services.

1.10. **Program** means the Enhanced Marine Law Enforcement Grant Program established under Chapter 33, Part VII, of the Broward County Administrative Code.

1.11. **Program Funds** means the funding received by County from Local Option Vessel Registration Fees and provided to Grantee on a reimbursement basis under this Agreement.

1.12. **Services** means all work required by Grantee under this Agreement, including without limitation all reports, consulting, training, Program management, the purchase of approved goods, or performance of other services specified in Article 3 or in the Scope of Services, attached as Exhibit A.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Minimum Insurance Requirements

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Grantee shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services describes Grantee's obligations and responsibilities and includes preliminary considerations and prerequisites and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Grantee impractical, illogical, or unconscionable.

3.2. If Grantee is unable to perform any Daytime Marine Patrol Coverage as described and set forth in Exhibit A due to unforeseen circumstances, Grantee may request, in writing, to the Contract Administrator the conversion of Daytime Marine Patrol Coverage hours to Aggressive

Marine Patrol Coverage Hours. Such request can be made at any time up until the last one hundred and twenty (120) days prior to the expiration of this Agreement, but not thereafter. The Contract Administrator, in their sole discretion, will approve or deny Grantee’s request in writing within thirty (30) days after receipt of the written request. The maximum number of Daytime Marine Patrol Coverage hours that may be converted to Aggressive Patrol Coverage hours is twenty percent (20%) of the total combined hours for the Term. Any conversion of hours approved by the Contract Administrator must be set forth in a line-item budget change to Exhibit A in accordance with Section 13.18 of this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on October 1, 2025 (“Effective Date”), and continues through September 30, 2026 (the “Term”), unless otherwise terminated as provided in this Agreement.

4.2. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.3. Time of the Essence. Time is of the essence for Grantee’s performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. PROGRAM FUNDS

5.1. Program Funds. County will provide Program Funds to Grantee up to a maximum amount of Forty Thousand, Four Hundred and Forty Dollars (\$40,440.00) as follows:

Categories	Not-To-Exceed Amount
Daytime Marine Patrol Coverage in Zone: II-B	\$21,632.00
Aggressive Marine Patrol Coverage in Zone: II-B	\$15,808.00
Marine Law Enforcement Training Classes for Three Officers	\$3,000.00
TOTAL NOT TO EXCEED	\$40,440.00

Program Funds will be provided on a reimbursement basis in the manner specified in Article 6 for eligible goods purchased or Services actually performed and completed during the Term pursuant to this Agreement. Grantee acknowledges that the amounts stated in this section are the maximum amounts payable and constitute limitations upon County’s obligation to provide funding or compensation of any kind to Grantee for all goods, Services, and expenses related to this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Grantee’s obligation to perform all Services.

5.2. Budget Changes. The Contract Administrator and Grantee may mutually agree to approve line-item budget changes in the categories of expenditures in Section 5.1, or dates and times of Services in the Scope of Services, so long as the EMLEG patrol zones described in the Scope of Services remain the same, the changes do not increase the maximum amount of compensation

set forth in Section 5.1, and the changes are consistent with the EMLEG Program and this Agreement. The Contract Administrator may approve these changes in writing without a formal amendment.

5.3. Hourly Rates. Grantee shall submit for reimbursement for time actually incurred by Officers while performing Services in accordance with the hourly rate stated in Exhibit A (or, if different, the then-current standard hourly rates set by County). Any changes approved by County to the hourly rates for Officers shall be automatically incorporated herein. County may modify this rate at any time with advance written notice to Grantee in accordance with Section 13.8 of this Agreement.

5.4. Reimbursable Expenses. Grantee shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. If Exhibit A authorizes Grantee to purchase goods using Program Funds, Grantee shall purchase the item in accordance with the applicable purchasing guidelines set forth in Chapter 287, Florida Statutes. Grantee shall only be reimbursed for the actual amount of the item purchased and paid by the Grantee as evidenced by an invoice or other documentation acceptable to the Contract Administrator. Reimbursement to Grantee shall be on a pass-through basis and shall not include any mark-up. Travel time to and from any marine patrol coverage and administrative overhead costs including, but not limited to, scheduling time, are not subject to reimbursement from Program Funds. County shall not be liable for any expenses that exceed those allowed by this Agreement.

ARTICLE 6. METHOD OF BILLING AND REIMBURSEMENT

6.1. Invoices. Grantee shall submit reimbursement invoices for Program Funds only for eligible Services specifically outlined in this Agreement. Grantee shall invoice County on a calendar quarterly basis (January 1 through March 31, April 1 through June 30, etc.) no later than ninety (90) days after the end of the applicable calendar quarter, utilizing the form provided by the Contract Administrator and including the following information:

6.1.1. A certified copy of each Officer's record or timecard reflecting the Services rendered, the date and hours the Services were rendered, and any appropriate approvals from Grantee for the Officer's Services;

6.1.2. If the request is for reimbursement of an authorized item purchased, a copy of the receipt for the item and proof of payment by Grantee;

6.1.3. Certification of the Designated Representative, or the Designated Representative's designee, that the Services or goods being invoiced have been completed or purchased and received; and

6.1.4. The quarterly progress report on the form provided by the Contract Administrator.

6.2. Following receipt of the invoices, reports, and other materials described in Section 6.1, the Contract Administrator shall review the submitted documents to determine whether the

Services invoiced have been completed or purchased and received and the invoices are proper for payment. To be deemed proper, all invoices must: (a) comply with all applicable requirements set forth in this Agreement and the Code, if applicable; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Reimbursement may be withheld for failure of Grantee to comply with any term, condition, or requirement of this Agreement.

6.3. County shall reimburse Grantee within thirty (30) days after receipt of Grantee's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. Reimbursements shall be made payable to Grantee and not to any persons employed by Grantee.

6.4. Grantee shall use reasonable efforts to provide Services during the Term equaling the total amount of the Program Funds allocated to the Services. If Grantee fails to submit invoices that total at least seventy-five percent (75%) of the Program Funds provided under Section 5.1, Grantee may not be eligible to receive any Program Funds in subsequent fiscal years, pursuant to Section 33.63 of the Broward County Administrative Code. Such eligibility for funding is determined by the Contract Administrator or the Contract Administrator's designee. Grantee shall have no entitlement to any Program Funds allocated pursuant to this Agreement but not expended and properly invoiced by Grantee within the Term.

6.5. Suspension of Reimbursement. County may suspend reimbursements under this Agreement to Grantee for any of the following events:

6.5.1. Grantee's submission of one or more invoices for ineligible uses of Program Funds;

6.5.2. Grantee's failure to comply with any term, condition, or requirement of this Agreement;

6.5.3. Grantee's failure to submit reports as required;

6.5.4. Grantee's submission of misleading, incorrect, falsified, or incomplete information that may affect the reports required under this Agreement in any material respect; or

6.5.5. Termination of this Agreement in accordance with Article 11.

6.6. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold reimbursement to Grantee, in whole or in part, (a) if required by Applicable Law, or (b) to the extent necessary to protect County from loss on account of (i) inadequate or defective work by Grantee that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Grantee's failure to comply with any term, condition, or requirement of this Agreement. All amounts withheld by County shall not be subject to payment of interest by County. If an audit reveals overcharges of any nature by Grantee in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Grantee must refund the overbilled amount and pay liquidated damages in

the amount of fifteen percent (15%) of the overbilled amount. Such repayment to County and payment of liquidated damages must be made by Grantee to County within forty-five (45) days after demand by County. The Parties agree that the damages sustained by County as a result of overcharges by Grantee are not ascertainable at the time the Parties have entered into this Agreement, as such damages may include, but are not limited to County's administrative costs, loss of potential investment returns, and interest. Accordingly, the liquidated damages provided for in this section are not a penalty and constitute a reasonable estimate of the losses the County may suffer as a result of improper overcharges by Grantee.

ARTICLE 7. FINANCIAL RESPONSIBILITY; REPORTS

7.1. Grantee shall maintain books, records, and documents in accordance with Section 13.4 and in accordance with accounting procedures and practices that sufficiently and properly reflect all expenditures of Program Funds provided by County under this Agreement.

7.2. If Grantee causes any Program Funds to be expended in violation of this Agreement, Grantee shall be obligated to refund such monies in full to County from non-Program Funds within sixty (60) days after Grantee receives notice of the violation. Use of Program Funds in violation of this Agreement will be considered an overcharge and subject to interest in accordance with Section 6.6 of this Agreement.

7.3. Annual Financial Report. In addition to Grantee's obligation to provide County with annual financial statements under Article 12, within ninety (90) days after the end of each of Grantee's fiscal years during which Grantee performs Services or receives Program Funds, Grantee shall provide the Contract Administrator a written annual financial report prepared by Grantee's chief financial officer or similar person that, at a minimum, includes the following:

7.3.1. A statement showing Grantee's receipt and disbursement of all Program Funds under this Agreement for the applicable fiscal year, including a description of expenses that includes, but is not limited to, patrol hours, operating expenses, equipment, and capital.

7.3.2. A patrol status report reflecting quantitative results of the enhanced marine law enforcement patrols under this Agreement including, but not limited to, the number of hours patrolled, safety inspections performed, warnings and citations issued, vessel accident reporting, and public contact.

7.3.3. An education status report, if applicable, to reflect the types of education provided by Grantee with Program Funds.

Failure to provide the annual financial report on a timely basis will result in the suspension of reimbursement to Grantee in accordance with Section 6.5 of this Agreement until the financial report is received.

7.4. Grantee shall ensure that all capital assets and equipment, if applicable, obtained or purchased with Program Funds shall be used solely for enhanced marine law enforcement for five (5) consecutive years. The period for such use shall commence upon the purchase date. Upon expiration of the five (5) consecutive years, title to such capital assets and equipment shall vest with Grantee.

If for any reason, during that five (5) year period, Grantee fails to utilize such capital assets or equipment for the intended purposes under this Agreement for any time longer than one (1) continuous month, Grantee shall immediately provide written notice to County of its cessation and include a description of the capital assets and equipment no longer being utilized. County, at its option, may take possession of the unused capital assets and equipment, and title to such capital assets and equipment shall not vest with Grantee.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Representation of Authority. Grantee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Grantee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Grantee has with any third party or violates Applicable Law. Grantee further represents and warrants that execution of this Agreement is within Grantee's legal powers, and that each individual executing this Agreement on behalf of Grantee is duly authorized by all necessary and appropriate action to do so on behalf of Grantee and does so with full legal authority.

8.2. Application Representations. Grantee represents and warrants that all statements and representations made in the Grant Application submitted to County in connection with the negotiation or award of this Agreement were true and correct when made and are true and correct as of the date Grantee executes this Agreement, unless otherwise expressly disclosed in writing by Grantee.

8.3. Contingency Fee. Grantee represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Grantee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.4. Truth-In-Negotiation Representation. Grantee's funding under this Agreement is based upon its representations to County, and Grantee certifies that the information supplied to substantiate the award to Grantee, including without limitation those representations made by Grantee during the negotiation of this Agreement, are accurate, complete, and current as of the date Grantee executes this Agreement. Grantee's reimbursements under this Agreement may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for the Program Funds awarded in this Agreement.

8.5. Public Entity Crime Act. Grantee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Grantee further represents that

there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Grantee has been placed on the convicted vendor list.

8.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Grantee represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Grantee represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Grantee represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

8.7. Claims Against Grantee. Grantee represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Grantee, threatened against or affecting Grantee, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Grantee to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Grantee or on the ability of Grantee to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.8. Verification of Employment Eligibility. Grantee represents that Grantee has registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Grantee violates this section, County may immediately terminate this Agreement for cause and Grantee shall be liable for all costs incurred by County due to the termination.

8.9. Warranty of Performance. Grantee represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Grantee represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

8.10. Prohibited Telecommunications. Grantee represents and certifies that Grantee does not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Grantee represents and certifies that Grantee will comply with Section 26-125(d) of the Code for the duration of the Term.

8.12. Equal Employment Opportunity. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.13. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Grantee certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.14. Breach of Representations. Grantee acknowledges that County is materially relying on the representations, warranties, and certifications of Grantee stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Grantee; (c) set off from any amounts due Grantee the full amount of any damage incurred; and (d) debarment of Grantee.

ARTICLE 9. SOVEREIGN IMMUNITY; INDEMNIFICATION

9.1. Sovereign 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 County (or Grantee, if Grantee is a Florida municipality, state agency, or political subdivision as defined in Section 768.28, Florida Statutes), nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

9.2. Indemnification. Grantee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Grantee, or any intentional, reckless, or negligent act or omission of Grantee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Grantee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Grantee under this Agreement may be retained by County until

all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 10. LIABILITY PROTECTION; INSURANCE

10.1. Public Entities. If Grantee is a municipality, state agency, or political subdivision subject to Section 768.28, Florida Statutes, in lieu of the insurance requirements provided for in this article, Grantee shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

10.2. Throughout the Term, Grantee shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit B in accordance with the terms and conditions of this article. Grantee shall maintain insurance coverage against claims relating to any act or omission by Grantee, its agents, representatives, or employees in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.3. Grantee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit B on all policies required under this article.

10.4. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Grantee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Grantee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.5. Grantee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Grantee has been completed, as determined by Contract Administrator. Grantee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.6. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

10.7. If Grantee maintains broader coverage or higher limits than the insurance requirements stated in Exhibit B, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Grantee.

10.8. Grantee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Grantee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Grantee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Grantee agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Grantee agrees to obtain same in endorsements to the required policies.

10.9. Unless prohibited by the applicable policy, Grantee waives any right to subrogation that any of Grantee's insurers may acquire against County, and agrees to obtain same in an endorsement of Grantee's insurance policies.

10.10. If Grantee fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Grantee. If requested by County, Grantee shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

10.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit B; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Grantee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit B.

ARTICLE 11. TERMINATION

11.1. Availability of Funds. The continuation of this Agreement is subject to the availability of Program Funds. If Program Funds are no longer available, County may terminate this Agreement with at least twenty-four (24) hours' prior written notice to Grantee, with the termination date specified in such notice. The Contract Administrator shall be the final authority as to the availability of funds and is authorized to issue the notice of termination to Grantee in accordance with this section.

11.2. Termination for Cause. This Agreement may be terminated for cause if a Party materially breaches any term, condition, or requirement of this Agreement and such breach is not corrected thirty (30) days after receipt of written notice from the non-breaching Party identifying the breach. This Agreement may also be terminated for cause by County for reasons including, but not limited to, Grantee's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Termination for cause by County may be made by the Board or the County Administrator, or by

the Contract Administrator if expressly authorized under this Agreement. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 11.3 effective thirty (30) days after such notice was provided and Grantee shall be eligible for reimbursement for Services properly performed through the effective termination date as provided in Section 11.3 as its sole remedy.

11.3. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Grantee. Grantee acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Grantee of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances, if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4. Effect of Termination on Reimbursement. If this Agreement is terminated by either Party, any reimbursement(s) requested by Grantee for Services properly performed prior to the date of written notice of termination, shall be reimbursed by County pursuant to the terms of this Agreement, subject to any right of County to retain any sums otherwise due and payable to Grantee. Any Services or expenditures performed or incurred by Grantee after such date will only be subject to reimbursement by County if expressly approved in advance and in writing by the Contract Administrator.

11.5. Notice of termination shall be provided in accordance with the "Notice" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6. Within fifteen (15) days after termination of this Agreement, all equipment and any other assets secured by Grantee with Program Funds that have not vested with Grantee in accordance with Section 7.4 shall be delivered to County.

11.7. If this Agreement is terminated for any reason, any Program Funds payable by County shall be withheld until Grantee provides to County all required documents and reports pursuant to Article 7.

11.8. Notwithstanding any provision in this Agreement to the contrary, Grantee shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Grantee, and County may withhold any payment to Grantee for purposes of set-off until such time as the exact amount of damages is determined.

11.9. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Grantee's failure to comply with any term(s) of this Agreement.

ARTICLE 12. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

12.1. Unless otherwise approved by the Contract Administrator in writing, Grantee shall submit the documents required by this article to the Contract Administrator within one hundred twenty (120) days after the close of each of Grantee's fiscal years in which Grantee performs Services or receives any Program Funds.

12.2. Grantee shall provide a copy of Grantee's audited financial statements and any applicable management letters, as well as Grantee's response to any management letters. The audit of the financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for each of Grantee's fiscal years in which Grantee performs Services or receives Program Funds.

12.3. Grantee shall prepare and provide to the Contract Administrator a special report showing all revenues, by source, and all expenditures being funded under this Agreement. The report shall specifically disclose any Program Funds received that were not expended in accordance with the terms of this Agreement or Applicable Law. It shall identify the total of noncompliant expenditures as funds due back to County. If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with Grantee's governing body.

12.4. Grantee shall report in writing to the Contract Administrator any additional income or other amounts paid to or earned by Grantee as a result of its performance of the Services. If Grantee received income from any third party to provide Services or services materially similar to the Services at the same dates, times, and locations provided for in this Agreement, Grantee shall reimburse County for the amount Grantee received from said third party for the Services or similar services up to the total amount of reimbursement made by County within thirty (30) days after the payment is received by Grantee from said third party, without demand from County.

12.5. Failure of Grantee to meet the reporting requirements in this article may result in immediate suspension of reimbursement under this and/or any other grant agreement with County then in effect, and disqualify Grantee from obtaining future grant funding until such financial statements have been provided to the Contract Administrator, and, if requested, reviewed and approved by the County Auditor.

12.6. Grantee acknowledges that submission of financial statements to any other Broward County office, agency, or division does not constitute compliance with the requirements of this Agreement to submit that material to the Contract Administrator.

ARTICLE 13. MISCELLANEOUS

13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Grantee to manage and supervise the performance of this Agreement. Grantee acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

13.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Grantee in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Grantee hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Grantee to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Grantee may be withheld until all Documents and Work are received as provided in this Agreement.

13.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Grantee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Grantee shall:

13.3.1. Keep and maintain public records required by County to perform the Services;

13.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

13.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

13.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Grantee or keep and maintain public records required by County to perform the services. If Grantee transfers the records to County, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt. If Grantee keeps and maintains the public records, Grantee shall meet all

requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Grantee receives a request for public records regarding this Agreement or the Services, Grantee must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Grantee must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Grantee contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Grantee asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Grantee must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Grantee must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Grantee as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Grantee, or the claimed exemption is waived. Any failure by Grantee to strictly comply with the requirements of this section shall constitute Grantee’s waiver of County’s obligation to treat the records as Restricted Material. Grantee must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, DANWEST@BROWARD.ORG, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.

13.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Grantee that are related to this Agreement. Grantee shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Grantee shall make same available in written form at no cost to County. Grantee shall provide County with reasonable access to Grantee’s facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Grantee shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Grantee expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Grantee hereby grants County the right to conduct such audit or review at Grantee's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Grantee shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Grantee in excess of five percent (5%) of the total contract billings reviewed by County, Grantee shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 6.6. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Grantee.

13.5. Independent Contractor. Grantee is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Grantee nor its agents shall act as officers, employees, or agents of County. Grantee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

13.7. Third-Party Beneficiaries. Neither Grantee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.8. Notice; Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Grantee. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Director
Broward Parks and Recreation Division
950 N.W. 38th Street
Oakland Park, Florida 33309
(954) 357-8107
Email address: parksdirector@broward.org

FOR GRANTEE:

Robert O'Neill, Chief of Police
Hillsboro Beach Police Department
1210 Hillsboro Mile, Suite B
Hillsboro Beach, Florida 33062
Email address: roneill@townofhillsborobeach.com

13.9. Subcontracting; Assignment. Grantee is prohibited from subcontracting the performance of any Services. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Grantee without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

13.10. Conflicts. Neither Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Grantee's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Grantee's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Grantee is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Grantee or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Grantee is permitted pursuant to this Agreement to utilize subcontractors to perform any Services required by this Agreement, Grantee shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Grantee.

13.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of

this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.12. Compliance with Laws. Grantee and the Services must comply with all Applicable Law including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements Chapter 33, Part VII of the Broward County Administrative Code, as a condition precedent to the release of Program Funds to Grantee.

13.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.14. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

13.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

13.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

13.17. 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.**

13.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Grantee.

13.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13.20. Payable Interest

13.20.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Grantee for any reason, whether as prejudgment interest or for any other purpose, and Grantee waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

13.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13.22. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

13.23. Use of County Name or Logo. Grantee shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

13.24. Polystyrene Food Service Articles. Grantee shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator or their designee, authorized to execute same by Section 33.65, Broward County Administrative Code, and Town of Hillsboro Beach, signing by and through its representative, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator or their designee

By: _____
Director of Parks and Recreation, Dan West

____ day of _____, 2025

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 _____
Amanda Tolbert (Date)
Assistant County Attorney

AMT
EMLEG Town of Hillsboro Beach – FY 25-26
9/3/2025
#1185975v1

**AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF HILLSBORO BEACH FOR THE
ENHANCED MARINE LAW ENFORCEMENT GRANT PROGRAM FY 2025-2026**

GRANTEE

TOWN OF HILLSBORO BEACH

By: _____
Authorized Signer Dawn Miller, Mayor

Print Name and Title

____ day of _____, 2025

EXHIBIT A
Scope of Services

Grantee shall provide the following Services under the Agreement:

1. Hourly Rate. The hourly rate for Officers as of the Effective Date is Fifty-Two Dollars (\$52.00) per hour per Officer. Any changes approved by County to the hourly rates for Officers shall be automatically incorporated herein.
2. Daytime Marine Patrol Coverage. Grantee will provide up to a total of **416 hours** of Daytime Marine Patrol Coverage in Zone II-B (Intracoastal Waterway and in the Hillsboro Inlet within the municipal boundaries of the Town of Hillsboro Beach) during the Term (regardless of the number of Officers assigned). **Excluded dates are:** October 29 - November 2 (Fort Lauderdale International Boat Show), December 12 - 13 (Fort Lauderdale and Pompano Beach Holiday Boat Parades), and May 9 - 10 (Fort Lauderdale Air Show).
3. Aggressive Marine Patrol Coverage. Grantee will provide up to a total of **304 hours** of Aggressive Marine Patrol Coverage Zone II-B (Intracoastal Waterway and in the Hillsboro Inlet within the municipal boundaries of the Town of Hillsboro Beach) during the Term. Aggressive Marine Patrol Coverage hours may be provided on Saturdays and Sundays only after eight (8) hours of Daytime Marine Patrol Coverage have been provided in the same patrol zone on that date. **Excluded dates are:** All weekday daytime hours, October 29 - November 2 (Fort Lauderdale International Boat Show), December 12 - 13 (Fort Lauderdale and Pompano Beach Holiday Boat Parades), and May 9 - 10 (Fort Lauderdale Air Show).
4. Multiple Officers. If Grantee reasonably determines that two (2) Officers per boat are required for safety or security reasons during Aggressive Marine Patrol Coverage hours, Grantee may place two (2) Officers on the boat. Notwithstanding anything else in this Agreement, however, Grantee may not invoice County for more than four (4) hours of Aggressive Marine Patrol Coverage per Officer on any given day for any time when two (2) Officers are in the same boat (i.e., no more than eight (8) Aggressive Marine Patrol Coverage hours per day, per boat).
5. Marine Law Enforcement Classes. Grantee will provide Marine Law Enforcement Classes for three (3) Officers, who will be assigned to perform patrol activities utilizing Program Funds.

Exhibit B
Minimum Insurance Requirements

Grantee is a public entity that is self-insured in accordance with Florida law. Pursuant to Section 10.1 of this Agreement, Grantee shall provide self-insurance, as outlined in the self-insurance letter attached hereto, in lieu of any other insurance required by Article 10 of the Agreement.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2025-42

**A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida
Approving and Adopting the April 2025 Miami, Fort Lauderdale-West Palm Beach
Consumer Price Index (CPI) of 2.2% to Ensure Sufficient Revenue is Collected in
FY2026 to Cover Operating, Maintenance and Debt Service Requirements
Associated with the Town's Water Plant System.**

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Agenda Item - 10.7.25 Water rate increase
 2. Resolution
 3. CPI April25
 4. July Water Bills with CPI Increase



Agenda Item Cover Memo

Agenda Item: FY 2026 CPI (Consumer Price Index) Increase of 2.2% to the Town’s Water Rates
Submitting Dept.: Finance Department
Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

The Town is required to perform a water rate analysis each year. This is a compliance item established in the State Revolving loan documents.

The purpose of the analysis is to ensure there is sufficient revenue collected each year to cover the operating expenses, the loan payments and any future maintenance repairs to the Water system.

The loan documents require the Water Utility financials to have Total Revenues minus Operating Expenses to be greater than 1.15% of Debt Service requirement.

The analysis conducted at the end of FY2025 shows there is only \$10,140 over the requirement to cover future operating and debt service requirements.

Debt Compliance Test

	<u>FY2025</u>
<u>Pledged Revenues:</u>	
Water Revenues	\$1,475,167
Other revenues	\$92,567
Surcharge Revenues	\$347,720
Operating expenses	(\$1,103,053)
Net pledged Revenues	<u>\$812,401</u>
<u>Debt Service Expenses:</u>	
Water Main Loan	\$290,168
Plant Loan	\$407,450
Total Debt Service	<u>\$697,618</u>
Total Debt Service Requirement (1.15)	<u>\$802,261</u>
Excess (Deficit) Pledged revenues	<u><u>\$10,140</u></u>

The limited contingency is the result of several factors:

- 1.) The rising cost of material and supplies.
- 2.) Increase in Payroll costs and related Benefits.
- 3.) Volatility of Interest Income each year.

To prevent a future shortfall, it is recommended that the Town's water rates be reviewed and increased each year based on the April Miami, Fort Lauderdale-West Palm Beach Consumer Price Index (CPI).

For April 2025, the 12-month CPI was 2.2%.

2. FINANCIAL IMPACT

Increase water rates by 2.2% would generate approximately \$14,000 in additional revenue, creating the buffer in the FDEP Debt Service Requirement to \$24,140 (\$10,140 + \$14,000).

An attached table indicates the increase per parcel within the Town.

3. RECOMENDATION

It is Staff's recommendation that the Town adopt the annual CPI resolution to increase rates by 2.2% for FY 2026 to ensure there is sufficient revenue collected each year to cover the operating, maintenance and debt service requirements.

Attachments:

- 1) Consumer Price Index, Miami, Fort Lauderdale-West Palm Beach – April 2025
- 2) Sample Calculation of Monthly Bills with Increase.

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RESOLUTION NO. 2025-42

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND ADOPTING THE APRIL 2025 MIAMI, FORT LAUDERDALE-WEST PALM BEACH CONSUMER PRICE INDEX (CPI) OF 2.2% TO ENSURE SUFFICIENT REVENUE IS COLLECTED IN FY2026 TO COVER OPERATING, MAINTENANCE AND DEBT SERVICE REQUIREMENTS ASSOCIATED WITH THE TOWN'S WATER PLANT SYSTEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and adopt the April 2025 Miami, Fort Lauderdale-West Palm Beach Consumer Price Index (CPI) of 2.2% to ensure sufficient revenue is collected in FY2026 to cover operating, maintenance and debt Service requirements associated with the Town's Water Plant System.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and adopts the April 2025 Miami, Fort Lauderdale-West Palm Beach Consumer Price Index (CPI) of 2.2% to ensure sufficient revenue is collected in FY2026 to cover operating, maintenance and debt Service requirements associated with the Town's Water Plant System.

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2025.

TOWN OF HILLSBORO BEACH, FLORIDA

Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC

RESOLUTION NO. 2025-42
Consumer Price Index (CPI) of 2%
Record of Vote | Hillsboro Beach Town Commission

	<u>YES</u>	<u>NO</u>
Mayor Dawn Miller	<input type="checkbox"/>	<input type="checkbox"/>
Vice Mayor David Ravanese	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Vinnie Andreano	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Jane Reiser	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heather Berman	<input type="checkbox"/>	<input type="checkbox"/>



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News Release Information

25-809-ATL
Tuesday, May 13, 2025

Contacts

Technical information:

(404) 893-4222
BLInfoAtlanta@bls.gov
www.bls.gov/regions/southeast

Media contact:

(404) 893-4220

Related Links

[CPI Charts](#) | [Southeast CPI Card](#)
[Miami, FL, Area Economic Summary](#)

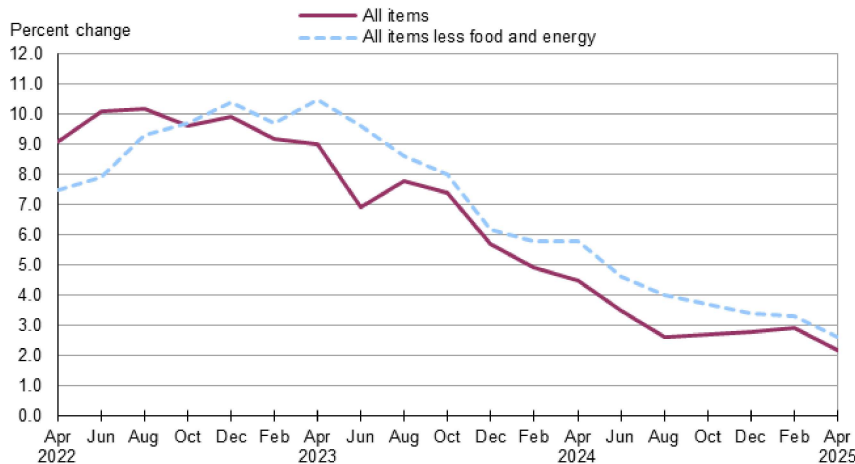
Consumer Price Index, Miami-Fort Lauderdale-West Palm Beach — April 2025

Area prices increased 0.3 percent over the two months and 2.2 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach increased 0.3 percent from February to April, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Victoria G. Lee noted the index for all items less food and energy increased 0.4 percent over the two-month period. The index for food increased 0.2 percent from February to April, while the index for energy declined 0.6 percent. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect the impact of seasonal influences.)

The Miami area all items CPI-U advanced 2.2 percent for the 12 months ending April. The index for all items less food and energy rose 2.6 percent over the last 12 months. The food index increased 3.6 percent for the 12 months ending April. The energy index fell 5.9 percent over the last year.

Chart 1. Over-the-year percent change in CPI-U, Miami-Fort Lauderdale-West Palm Beach, FL, April 2022–April 2025



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

The food index rose 0.2 percent from February to April. The index for food at home (grocery store purchases) also rose 0.2 percent over the two-month pricing period. Five of the six major grocery store food group indexes increased over the two-month span, including meats, poultry, fish, and eggs (+5.8 percent). In comparison, the index for fruits and vegetables fell 8.1 percent over the same period. The food away from home index (restaurant, cafeteria, and vending purchases) increased 0.4 percent from February to April.

The food index rose 3.6 percent over the last 12 months. The index for food at home increased 2.7 percent over this 12-month span. Five of the six major grocery store food group indexes increased over the past year, including meats, poultry, fish, and eggs rose (+7.3 percent) and nonalcoholic beverages and beverage materials (+7.6 percent). The food away from home index advanced 5.7 percent over the past year.

Energy

The energy index decreased 0.6 percent from February to April. The gasoline index declined 1.5 percent over the two-month pricing period.

The energy index fell 5.9 percent over the past 12 months. The gasoline index declined 14.3 percent over this 12-month span.

All items less food and energy

The index for all items less food and energy rose 0.4 percent from February to April. Indexes with notable increases over the two-month pricing period include household furnishing and operations (+7.4 percent), shelter (+0.3 percent), and medical care (+1.9 percent). Within shelter, the index for owners' equivalent rent rose 0.4 percent over the two-month period, as did the index for rent. Recreation (-4.8 percent) and education and communication (-1.8 percent) were among the indexes to decline from February to April.

The index for all items less food and energy rose 2.6 percent over the past 12 months. The shelter index (+3.0 percent) was the largest contributor to the total 12-month increase in the all items less food and energy index. The index for owners' equivalent rent increased 3.3 percent over the last year. The index for rent increased 3.2 percent over this 12-month span. Other indexes with notable increases over the last year include medical care (+7.2 percent), household furnishings and operations (+8.3 percent), and apparel (+11.8 percent).

The Consumer Price Index for May 2025 is scheduled to be released on Wednesday, June 11, 2025, at 8:30 a.m. (ET). The June 2025 Consumer Price Index for the Miami-Fort Lauderdale-West Palm Beach area is scheduled to be released on Tuesday, July 15, 2025, at 8:30 a.m. (ET).

Technical Note

The [Consumer Price Index](#) (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for **Miami** is published bi-monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program. Each local index has a much smaller sample size than the national or regional indexes and is, therefore, subject to substantially more sampling and other measurement error. As a result, local-area indexes are more volatile than the national or regional indexes. In addition, local indexes are not adjusted for seasonal influences. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**












Percent changes for all-items data previously found in Table A of this release can be accessed in Chart 1 for this release and its attendant data table. A full all-items data series history for the original index value and for 1-month, 2-month, 3-month, 6-month, and 12-month percent changes can be accessed via BLS data query tools. A direct link to the all-items series is provided in Table 1 of this release under historical data.

The **Miami-St. Petersburg-Clearwater, FL** Core Based Statistical Area includes Broward, Miami-Dade, and Palm Beach Counties in Florida.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Miami-Fort Lauderdale-West Palm Beach, FL, CPI-U by expenditure category for April 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)

Expenditure category	Indexes				Percent change from:		
	Historical data	Feb. 2025	Mar. 2025	Apr. 2025	Apr. 2024	Feb. 2025	Mar. 2025
All items		355.029	-	356.054	2.2	0.3	-
All items (November 1977=100)		572.257	-	573.909	-	-	-
Food and beverages		331.371	-	331.995	3.2	0.2	-
Food		339.434	-	340.169	3.6	0.2	-
Food at home		314.538	310.824	315.030	2.7	0.2	1.4
Cereals and bakery products		392.363	396.542	394.019	3.2	0.4	-0.6
Meats, poultry, fish, and eggs		303.763	313.352	321.400	7.3	5.8	2.6
Dairy and related products		262.385	271.679	263.447	1.8	0.4	-3.0
Fruits and vegetables		362.860	338.870	333.569	-2.9	-8.1	-1.6
Nonalcoholic beverages and beverage materials ⁽¹⁾		331.193	321.537	342.528	7.6	3.4	6.5
Other food at home		261.107	253.878	261.712	1.5	0.2	3.1
Food away from home		389.596	-	391.053	5.7	0.4	-
Alcoholic beverages		231.625	-	231.373	-1.0	-0.1	-
Footnotes							
(1) Index is on a November 1977=100 base.							
(2) Index is on a November 1982=100 base.							
(3) Indexes on a December 1997=100 base.							
(4) Special index based on a substantially smaller sample.							
(5) Indexes on a December 1993=100 base.							
- Data not available.							
NOTE: Index applies to a month as a whole, not to any specific date.							

Expenditure category	Indexes				Percent change from:		
	Historical data	Feb. 2025	Mar. 2025	Apr. 2025	Apr. 2024	Feb. 2025	Mar. 2025
Housing		402.743	-	406.026	3.5	0.8	-
Shelter		474.129	474.897	475.644	3.0	0.3	0.2
Rent of primary residence		472.079	472.134	474.174	3.2	0.4	0.4
Owners' equivalent rent of residences ⁽²⁾		478.734	479.183	480.835	3.3	0.4	0.3
Owners' equivalent rent of primary residence ⁽²⁾		478.734	479.183	480.835	3.3	0.4	0.3
Household furnishings and operations		197.550	-	212.154	8.3	7.4	-
Apparel		186.610	-	185.297	11.8	-0.7	-
Transportation		281.110	-	281.692	-2.3	0.2	-
Private transportation		291.567	-	291.254	-3.0	-0.1	-
New and used motor vehicles ⁽³⁾		130.611	-	131.336	1.4	0.6	-
New vehicles ⁽¹⁾		280.252	-	280.670	-0.5	0.1	-
Used cars and trucks ⁽¹⁾		374.173	-	376.635	1.3	0.7	-
Motor fuel		278.542	272.673	274.492	-14.3	-1.5	0.7
Gasoline (all types)		275.761	269.839	271.737	-14.3	-1.5	0.7
Unleaded regular ⁽⁴⁾		271.695	265.530	267.502	-14.8	-1.5	0.7
Unleaded midgrade ⁽⁴⁾⁽⁵⁾		277.556	273.102	275.040	-11.9	-0.9	0.7
Unleaded premium ⁽⁴⁾		298.132	293.834	295.174	-11.3	-1.0	0.5
Medical care		639.466	-	651.354	7.2	1.9	-
Recreation ⁽³⁾		142.586	-	135.807	-4.7	-4.8	-
Education and communication ⁽³⁾		135.333	-	132.941	-2.3	-1.8	-
Tuition, other school fees, and childcare ⁽¹⁾		1,176.218	-	1,176.218	2.3	0.0	-
Other goods and services		490.430	-	495.616	2.8	1.1	-

Footnotes
(1) Index is on a November 1977=100 base.
(2) Index is on a November 1982=100 base.
(3) Indexes on a December 1997=100 base.
(4) Special index based on a substantially smaller sample.
(5) Indexes on a December 1993=100 base.

- Data not available.
NOTE: Index applies to a month as a whole, not to any specific date.

Table 2. Miami-Fort Lauderdale-West Palm Beach, FL, CPI-U by special aggregate index for April 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)

Special aggregate index	Indexes				Percent change from:		
	Historical data	Feb. 2025	Mar. 2025	Apr. 2025	Apr. 2024	Feb. 2025	Mar. 2025
All items		355.029	-	356.054	2.2	0.3	-
Food		339.434	-	340.169	3.6	0.2	-
Energy		238.206	235.988	236.697	-5.9	-0.6	0.3
All items less food and energy		372.445	-	373.783	2.6	0.4	-
All items less energy		367.987	-	369.250	2.7	0.3	-
All items less medical care		342.472	-	343.095	1.9	0.2	-
All items less shelter		292.604	-	293.380	1.6	0.3	-
Commodities		247.489	-	249.120	0.8	0.7	-
Commodities less food		201.330	-	203.118	-0.7	0.9	-
Commodities less food & beverages		199.583	-	201.458	-0.6	0.9	-
Durables		155.765	-	156.520	-1.0	0.5	-
Nondurables		289.999	-	292.162	1.7	0.7	-
Nondurables less food		243.296	-	246.456	-0.3	1.3	-
Nondurables less food & beverages		243.990	-	247.539	-0.2	1.5	-
Services		436.966	-	437.488	2.9	0.1	-
Services less rent of shelter ⁽¹⁾		392.157	-	391.398	2.6	-0.2	-
Services less medical care services		418.214	-	418.365	2.6	0.0	-

Footnotes
(1) Indexes on a November 1982=100 base.

- Data not available.
NOTE: Index applies to a month as a whole, not to any specific date.

Last Modified Date: Tuesday, May 13, 2025

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303

Telephone: 404-893-4222_ www.bls.gov/regions/southeast [Contact Southeast Region](#)

Town of Hillsboro Beach

Monthly Report (Custom version) - Billing Date: 07/31/25 Sorted by Account#

Acct#	Qty	July Usage	July Water Charge	April 2025 Mia-FtL CPI	Increase with 2.2%	New July Total with Increase
1-1001	1	217,000	\$1,175.15	2.2%	\$25.85	\$1,201.00
1-1003	1	142,000	\$764.26	2.2%	\$16.81	\$781.07
1-1007	1	185,000	\$992.86	2.2%	\$21.84	\$1,014.70
1-1009	1	9,000	\$69.28	2.2%	\$1.52	\$70.80
1-1011	1	75,000	\$405.28	2.2%	\$8.92	\$414.20
1-1013	1	64,000	\$361.84	2.2%	\$7.96	\$369.80
1-1015	1	3,000	\$47.02	2.2%	\$1.03	\$48.05
1-1021	1	586,024	\$4,621.20	2.2%	\$101.67	\$4,722.87
1-1035	28	25,000	\$757.96	2.2%	\$16.68	\$774.64
1-1039	24	85,000	\$889.32	2.2%	\$19.57	\$908.89
1-1041	21	120,000	\$924.78	2.2%	\$20.35	\$945.13
1-1043	21	106,140	\$1,516.95	2.2%	\$33.37	\$1,550.32
1-1045	36	246,502	\$2,188.83	2.2%	\$48.15	\$2,236.98
1-1050	68	291,000	\$4,534.46	2.2%	\$99.76	\$4,634.22
1-1057	66	159,000	\$1,900.44	2.2%	\$41.81	\$1,942.25
1-1063	1	781,000	\$5,495.91	2.2%	\$120.91	\$5,616.82
1-1068	1	-	\$25.66	2.2%	\$0.56	\$26.22
1-1069	1	270,000	\$2,794.17	2.2%	\$61.47	\$2,855.64
1-1073	14	126,000	\$874.76	2.2%	\$19.24	\$894.00
1-1075	1	47,000	\$265.06	2.2%	\$5.83	\$270.89
1-1077	1	306,000	\$1,644.88	2.2%	\$36.19	\$1,681.07
1-1079	1	100	\$43.77	2.2%	\$0.96	\$44.73
1-1083	1	413,000	\$2,221.96	2.2%	\$48.88	\$2,270.84
1-1085	1	149,106	\$811.84	2.2%	\$17.86	\$829.70
1-1087	1	298,005	\$1,601.71	2.2%	\$35.24	\$1,636.95
1-1091	1	84,000	\$464.26	2.2%	\$10.21	\$474.47
1-1093	1	327,000	\$1,762.57	2.2%	\$38.78	\$1,801.35
1-1097	1	228,000	\$1,269.76	2.2%	\$27.93	\$1,297.69
1-1103	1	-	\$43.31	2.2%	\$0.95	\$44.26
1-1107	1	1,209,000	\$6,480.52	2.2%	\$142.57	\$6,623.09
1-1111	1	149,000	\$806.68	2.2%	\$17.75	\$824.43
1-1115	1	81,000	\$440.74	2.2%	\$9.70	\$450.44
1-1117	1	1,000	\$43.31	2.2%	\$0.95	\$44.26
1-1119	1	-	\$25.66	2.2%	\$0.56	\$26.22
1-1121	1	503,000	\$2,725.00	2.2%	\$59.95	\$2,784.95
1-1123	1	147,000	\$819.95	2.2%	\$18.04	\$837.99
1-1125	1	99,000	\$532.33	2.2%	\$11.71	\$544.04
1-1131	1	223,000	\$1,186.06	2.2%	\$26.09	\$1,212.15
1-1135	1	264,000	\$1,435.84	2.2%	\$31.59	\$1,467.43
1-1141	1	753,000	\$4,054.04	2.2%	\$89.19	\$4,143.23
1-1147	242	932,000	\$8,279.95	2.2%	\$182.16	\$8,462.11
1-1150	1	350,000	\$4,678.11	2.2%	\$102.92	\$4,781.03
1-1153	1	181,000	\$1,126.96	2.2%	\$24.79	\$1,151.75
1-1155	1	602,266	\$4,132.34	2.2%	\$90.91	\$4,223.25
1-1159	1	222,000	\$2,219.26	2.2%	\$48.82	\$2,268.08
1-1160	64	173,000	\$1,936.48	2.2%	\$42.60	\$1,979.08
1-1161	42	95,000	\$1,355.10	2.2%	\$29.81	\$1,384.91
1-1166	15	133,000	\$788.18	2.2%	\$17.34	\$805.52
1-1167	1	282,000	\$3,488.33	2.2%	\$76.74	\$3,565.07
1-1169	75	265,000	\$2,731.71	2.2%	\$60.10	\$2,791.81
1-1170	18	275,300	\$1,708.09	2.2%	\$37.58	\$1,745.67
1-1172	1	195,700	\$1,121.20	2.2%	\$24.67	\$1,145.87
1-1173	1	67,000	\$471.87	2.2%	\$10.38	\$482.25
1-1175	1	-	\$43.31	2.2%	\$0.95	\$44.26
1-1177	1	16,000	\$101.20	2.2%	\$2.23	\$103.43
1-1177A	1	86,500	\$525.63	2.2%	\$11.56	\$537.19
1-1187	1	180,200	\$1,382.43	2.2%	\$30.41	\$1,412.84
1-1189	16	123,200	\$771.47	2.2%	\$16.97	\$788.44
1-1193	1	95,000	\$967.65	2.2%	\$21.29	\$988.94

Town of Hillsboro Beach

Monthly Report (Custom version) - Billing Date: 07/31/25 Sorted by Account#

Acct#	Qty	July Usage	July Water Charge	April 2025 Mia-FtL CPI	Increase with 2.2%	New July Total with Increase
1-1194	44	409,000	\$2,507.02	2.2%	\$55.15	\$2,562.17
1-1198	1	128,000	\$2,058.26	2.2%	\$45.28	\$2,103.54
1-1199	1	306,000	\$2,613.88	2.2%	\$57.51	\$2,671.39
1-1200	1	102,100	\$1,029.96	2.2%	\$22.66	\$1,052.62
1-1202	23	175,000	\$1,227.89	2.2%	\$27.01	\$1,254.90
1-1205	12	12,000	\$324.84	2.2%	\$7.15	\$331.99
1-1207	8	167,000	\$880.77	2.2%	\$19.38	\$900.15
1-1210	1	-	\$25.66	2.2%	\$0.56	\$26.22
1-1210T1	1	6,000	\$58.15	2.2%	\$1.28	\$59.43
1-1210T3	1	75,000	\$390.00	2.2%	\$8.58	\$398.58
1-1212	26	328,000	\$2,307.24	2.2%	\$50.76	\$2,358.00
1-1221	91	429,932	\$4,407.76	2.2%	\$96.97	\$4,504.73
1-1223	23	232,481	\$1,341.18	2.2%	\$29.51	\$1,370.69
1-1225	40	514,000	\$3,324.27	2.2%	\$73.13	\$3,397.40
1-1230	30	220,000	\$1,772.86	2.2%	\$39.00	\$1,811.86
1-1231	27	139,000	\$1,083.85	2.2%	\$23.84	\$1,107.69
1-1236	210	1,103,000	\$9,972.73	2.2%	\$219.40	\$10,192.13
1-900	4	79,000	\$487.54	2.2%	\$10.73	\$498.27
1-901	255	2,375,000	\$16,830.45	2.2%	\$370.27	\$17,200.72
1-921	1	39,000	\$211.09	2.2%	\$4.64	\$215.73
1-923	1	382,000	\$2,096.29	2.2%	\$46.12	\$2,142.41
1-925	1	60,000	\$373.17	2.2%	\$8.21	\$381.38
1-927	1	129,200	\$706.54	2.2%	\$15.54	\$722.08
1-931	1	102,000	\$548.74	2.2%	\$12.07	\$560.81
1-933	1	-	\$25.66	2.2%	\$0.56	\$26.22
1-935	1	721,000	\$3,907.29	2.2%	\$85.96	\$3,993.25
1-939	1	-	\$43.31	2.2%	\$0.95	\$44.26
1-945	1	193,000	\$1,037.11	2.2%	\$22.82	\$1,059.93
1-949	1	37,000	\$211.96	2.2%	\$4.66	\$216.62
1-951	1	-	\$43.31	2.2%	\$0.95	\$44.26
1-953	1	73,000	\$397.78	2.2%	\$8.75	\$406.53
1-955	1	50,000	\$278.92	2.2%	\$6.14	\$285.06
1-957	1	2,000	\$52.55	2.2%	\$1.16	\$53.71
1-961	1	2,000	\$52.55	2.2%	\$1.16	\$53.71
1-963	1	-	\$43.98	2.2%	\$0.97	\$44.95
1-965	1	95,000	\$517.87	2.2%	\$11.39	\$529.26
1-967	1	9,000	\$70.19	2.2%	\$1.54	\$71.73
1-969	1	77,000	\$433.31	2.2%	\$9.53	\$442.84
1-971	1	-	\$66.90	2.2%	\$1.47	\$68.37
1-973	1	17,000	\$105.88	2.2%	\$2.33	\$108.21
1-975	1	5,000	\$55.35	2.2%	\$1.22	\$56.57
1-977	1	147,000	\$789.07	2.2%	\$17.36	\$806.43
1-981	1	231,000	\$1,231.48	2.2%	\$27.09	\$1,258.57
1-985	1	37,000	\$227.00	2.2%	\$4.99	\$231.99
1-987	1	3,000	\$47.02	2.2%	\$1.03	\$48.05
1-989	1	120,000	\$652.69	2.2%	\$14.36	\$667.05
1-991	1	39,000	\$222.61	2.2%	\$4.90	\$227.51
1-993	1	-	\$25.66	2.2%	\$0.56	\$26.22
1-995	1	21,300	\$127.93	2.2%	\$2.81	\$130.74
1-997	1	-	\$43.31	2.2%	\$0.95	\$44.26
1-999	1	55,000	\$313.91	2.2%	\$6.91	\$320.82
1-USCG	1	59,000	\$328.78	2.2%	\$7.23	\$336.01
		22,552,056	\$164,782.17		\$3,625.21	\$168,407.38



Invoice

Invoice Number: 2494998

Invoice Date: 8/31/2025

Terms: Net 30 Days

Due Date: 9/30/2025

Customer #: AJ-0005085

Customer PO #:

Calvin, Giordano & Associates, Inc.

A SAFEbuilt[®] COMPANY

Hillsboro Beach, FL, Town of
 Attn: Bloom, Stephen
 1210 Hillsboro Mile
 Hillsboro, FL 33062
 Stephen.Bloom@inframark / terri.lusk@inframark
 /Sh

**PF - Building Code Services (% of Fee)
 Summary**

Description	Current Amount
Building Insp %Fee	\$34,345.93
Invoice Total	\$34,345.93

Supporting Detail

Building Insp %Fee				
Date	Units	Rate	Amount	Description
8/31/2025	1.00	\$34,345.93	\$34,345.93	Building Permit Services % of Fee
Subtotal	1.00		\$34,345.93	

Please remit to:
 P.O BOX 919903
 Orlando, FL 32891-9903

Net Invoice:	\$34,345.93
Freight:	\$0.00
Sales Tax:	\$0.00
Invoice Total:	\$34,345.93



**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 8/1/2025
End Date: 8/31/2025**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$39,730.51	\$5,959.58	\$1,950.00	\$1,500.00	\$575.00	\$33,770.93	\$668.96	\$356.55	\$510.00
YTD	\$2,531,678.10	\$379,751.72	\$12,900.00	\$20,100.00	\$5,300.00	2,151,926.39	\$79,732.32	\$38,713.21	\$57,787.36



The Town of Hillsboro Beach
Fire Fees

Start Date: 08/01/2025
End Date: 08/31/2025

Transaction #	Application #	Fee Description	Quantity	Amount	Date
619859	39216976	Fire Plan Review	1	\$ 150.00	8/12/2025
619945	39216096	Fire Inspection	1	\$ 150.00	8/12/2025
619945	39216096	Fire Plan Review	1	\$ 150.00	8/12/2025
619946	39222599	Fire Plan Review	1	\$ 150.00	8/12/2025
619946	39222599	Fire Inspection	1	\$ 150.00	8/12/2025
620883	39221821	Fire Inspection	1	\$ 150.00	8/27/2025
620883	39221821	Fire Plan Review	2	\$ 300.00	8/27/2025
620899	39221581	Fire Inspection	1	\$ 150.00	8/27/2025
620899	39221581	Fire Plan Review	2	\$ 300.00	8/27/2025
621022	39225294	Fire Inspection	1	\$ 150.00	8/28/2025
621022	39225294	Fire Plan Review	1	\$ 150.00	8/28/2025
				\$ 1,950.00	

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

General Matters

			HOURS
08/25/2025	DJD	Address agenda items.	0.60
08/26/2025	DJD	Prepare Resolutions for Agenda.	0.60
08/28/2025	DJD	Revise Resolutions.	0.40
08/29/2025	DJD	Review temporary extension rate proposal ; review email regarding Cummins Cedarberg.	0.70
09/02/2025	DJD	Review revisions to Agreement with Cummins Cedarbeg; review email regarding order to depose Town Manager.	0.70
09/03/2025	DJD	Review email regarding Mac Serda deposition; attend budget hearing.	1.30
09/04/2025	DJD	Address Mac Serda deposition; review water rate related issue.	1.10
09/08/2025	DJD	Review Agenda; prepare for Town Commision meeting; telephone conference with Town Manager.	1.00
09/09/2025	DJD	Prepare for and attend Town Commission meeting; telephone conference with Town Manager, depo and Lighthouse Point.	3.60
09/11/2025	DJD	Review emails regarding RFP Response Opening ; review Sec 12-230 of the Code of Ordinances.	0.90
09/12/2025	DJD	Review Code of Ordinances; telephone conference with Town Manager and Town Planner; draft first amendment to Agreement with Waste Pro.	1.40
09/15/2025	DJD	Address Town Manager deposition; attend Final Budget Hearing.	1.20
09/16/2025	DJD	Telephone conference with Town Manager; address waterline replacement; address Waste Production Agreement ; research CCNA.	1.30
	SMS	Research on purchase of utilities.	0.80
09/17/2025	SMS	Research CCNA and Piggyback requirements.	1.00
09/22/2025	SMS	Review and research related to Water line agreement.	0.60
	DJD	Telephone call with Counsel for resident re: depo of Town Manager; telephone call with Town Manager.	0.80
09/23/2025	DJD	Prepare for and attend deposition of Town Manager.	4.50

General Matters

			HOURS
09/26/2025	DJD	Telephone conference with Town Manager.	0.30
09/29/2025	DJD	Telephone conference with Town Manager; review proposed correspondence ; review CCNA.	1.10
FOR CURRENT SERVICES RENDERED			23.90
			7,170.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. Doody	21.50	\$300.00	\$6,450.00
Sean M. Swartz	2.40	300.00	720.00

Photocopies	169.40
TOTAL OUT-OF-POCKET EXPENSES THROUGH 09/29/2025	169.40

08/29/2025	Filing fee: Simplifile (Release of Lien - 1205-1206 Hillsboro Mile)	34.50
	TOTAL ADVANCES	34.50

TOTAL CURRENT WORK	7,373.90
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BALANCE DUE	\$7,373.90
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AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

Page: 1
 09/30/2025
 ACCOUNT NO: 1182-1201006
 STATEMENT NO: 73643

TOWN OF HILLSBORO BEACH
 Town Clerk
 Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach FL 33062
 E: Sherry D. Henderson, CMC TOWN CLERK

Attn: Mac Serda, Town Manager

adv. Richard Crusco, Charles Doherty (ORD 2024-06)

			HOURS	
08/27/2025	DJD	Telephone conference with Jeff Bass, review status report.	0.40	
09/08/2025	DJD	Initial review response to Motion for Summary Judgment and Motion for Summary Judgment.	0.60	
09/09/2025	DJD	Review Plaintiff's Motion for Summary Judgment.	1.10	
09/10/2025	DJD	Review Motion for Summary Judgment filed by Plaintiff; telephone conference with Vice Mayor.	1.30	
		FOR CURRENT SERVICES RENDERED	3.40	1,020.00

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. Doody	3.40	\$300.00	\$1,020.00

Photocopies	0.35
TOTAL OUT-OF-POCKET EXPENSES THROUGH 09/29/2025	0.35
TOTAL CURRENT WORK	1,020.35
BALANCE DUE	\$1,020.35

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE





TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Finance Report

Stephen Bloom, Finance Director, Inframark

Submitting Dept: Finance, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



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Agenda Item Cover Memo

Agenda Item: June 2025 Finance Report

Submitting Dept: Finance, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. TOHB Financial Presentation Slides Jun25
 2. Town of Hillsboro Beach June 25 Financials



TOWN OF HILLSBORO BEACH



FINANCIAL REPORT FY2025 3RD QUARTER – JUNE 2025

Meeting Date: September 9, 2025

1

GENERAL FUND

Overview

(75% Year Complete)

- ▶ Surplus of \$1.08 million through June. (Total funding over/under Expenditures)

Revenue / Other Sources

- ▶ Total Funding through June is 88.6% of the annual budget.
 - Total Property tax collections were 96.2% of the annual budget through June.
 - Total funding is 93.9% excluding the budgeted use of fund balance.

Description	Budget	Actual	% of Budget
Property Taxes	\$ 6,483,919	\$ 6,232,739	96.1%
Other Local Taxes	322,000	229,895	71.4%
Intergovernmental Revenues	235,173	160,801	68.4%
Fines & Forfeitures	2,050	858	41.8%
Miscellaneous Revenues	125,000	64,944	52.0%
Interest Income	245,100	269,078	109.8%
Transfer In	50,000	37,500	75.0%
Use/(Add'l) Fund Balance	431,450	-	0.0%
Total Funding	\$ 7,894,692	\$ 6,995,815	88.6%



2

Financial Report - June 2025

2

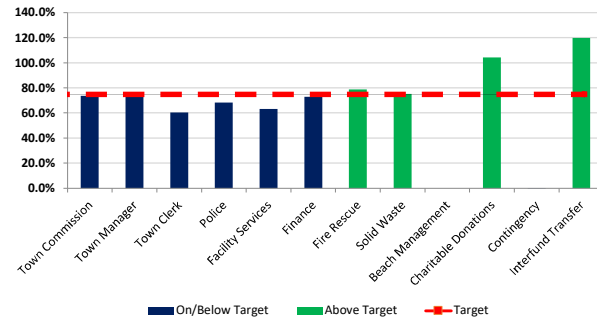
GENERAL FUND

(75% Year Complete)

Expenditures

- ▶ Total expenditures through June were 74.4% of the annual budget or \$5.9 million.
- ▶ The Interfund Transfer amount includes \$985.4 thousand for Debt Service; \$27.5 thousand for P&Z and \$18.4 thousand for Capital Project expenditures.

General Fund- % of Budget Spent by Department



SPECIAL REVENUE FUNDS

(75% Year Complete)

Fund Highlights

- ▶ Community Bus Fund – Surplus of \$28 thousand.
 - Revenue collected from Transportation Grant and Local Option Gas Tax was 81.1% of annual budget or \$88 thousand.
 - Expenses are 55.3% of annual budget or \$60 thousand.
- ▶ Marine Law Enforcement Fund – 65.1% of annual budget or \$24.3 thousand.
 - Revenue received from County Marine Grant.
- ▶ Building Permits Fund - Surplus of \$397 thousand.
 - The revenue collected from Permitting Fees was 257.1% of the annual budget or \$2.47 million.
 - Expenditures are 215.7% of annual budget or \$2.07 million.
- ▶ P&Z, Code Compliance Fund –Total funding and expenditures through June was 47.9% of annual budget.
 - The revenue was collected from Planning & Zoning fees as well as Fire fees.
- ▶ Federal Forfeitures / Asset Sharing Fund - Current Cash Balance as of June was \$969.2 thousand.
 - Expenses include pistol certification training, overtime for various operations, meetings and gun sights.



OTHER FUNDS

(75% Year Complete)

Debt Service Fund – (2023 Beach Loan)

- The principal and interest payments were made on the 2023 Beach Loan in October for \$492.7 thousand.
- The loan was paid down with funding from FEMA through Deerfield Beach for \$2.7 million.

Capital Projects Fund – (General Fund Improvements)

- The total expenditures through June were \$5.18 million or 103.8% of the annual budget.
 - Projects include beach project, Community Room renovation deposit, Town Hall parking and bocce court, continued physical & biological monitoring and preliminary engineering for beach projects past and present.



5

Financial Report - June 2025

5

WATER FUND

(75% Year Complete)

Overview

- Excluding the Debt Service, it is a favorable \$581 thousand.
- Operations had a surplus of \$356 thousand.
- Debt Service had a deficit of \$262.6 thousand. This is an expected deficit due to pre-collection of the surcharges.

Revenue/Other Sources

- Total funding for the water fund (operations) is 73.1% of the annual budget or \$1.15 million.
- Total water service revenue is 75.8% of the annual budget or \$1.07 million.
- The water usage billings through June is **up** by 3.7% compared to last year at this same time.



6

Financial Report - June 2025

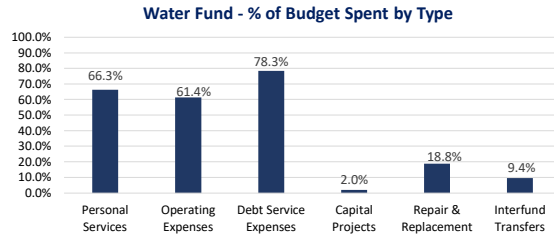
6

WATER FUND

(75% Year Complete)

Expenses

- ▶ Total expenses through June were at 64.4% of the annual budget or \$751.6 thousand.
- **Debt Service Expenses:**
 - The next loan payment for the Water Plant project will be made on September 15, 2025.
 - The loan payment for Water Main project was made on May 15, 2025.



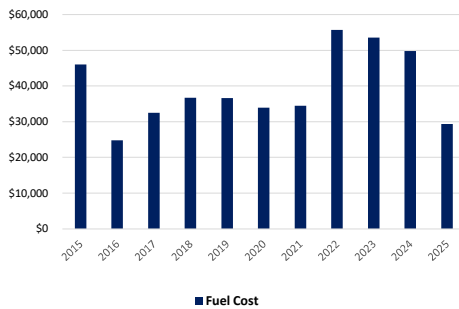
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Financial Report - June 2025

7

FUEL COSTS ANALYSIS

Fuel Cost by Fiscal Year



Fuel Comparison by Fiscal Year (Full year)

Fiscal Year	Full Cost	Gallons Purchased	Avg Price / Gallon
2011	\$56,162		
2012	\$58,320		
2013	\$57,515		
2014	\$54,888		
2015	\$46,030		
2016	\$24,771	11,858	\$2.09
2017	\$32,433	13,405	\$2.42
2018	\$36,733	12,320	\$2.98
2019	\$36,586	13,666	\$2.68
2020	\$33,942	15,133	\$2.24
2021	\$34,450	14,480	\$2.38
2022	\$55,678	15,464	\$3.60
2023	\$53,497	15,665	\$3.42
2024	\$49,796	15,499	\$3.21
2025	\$29,340	9,316	\$3.15



8

Financial Report - June 2025

8

WORKERS' COMPENSATION INSURANCE - ANALYSIS OF CLAIMS

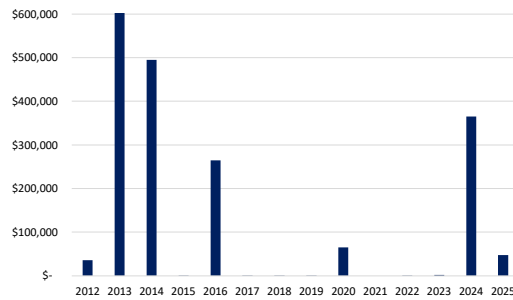
Amount & Status of Claims by Fiscal Year

Fiscal Year	Amount by Fiscal Year	Claim Status
2012	\$ 35,536	Closed
2013	\$ 609,507	Closed
2014	\$ 494,929	Closed
2015	\$ 404	Closed
2016	\$ 264,562	Closed
2017	\$ 102	Closed
2018	\$ 608	Closed
2019	\$ 368	Closed
2020	\$ 65,072	Closed
2021	\$ -	Closed
2022	\$ 320	Closed
2023	\$ 1,692	Closed
2024	\$ 364,685	Open Claim*
2025	\$ 47,121	Open Claim

*Claim for \$364k occurred in August 2023, but was not added until 3rd quarter 2024.

Updated through June 30, 2025

Total Claims by Fiscal Year



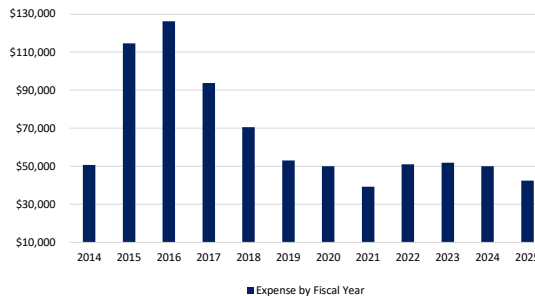
WORKERS' COMPENSATION INSURANCE - PREMIUM COST

Cost by Fiscal Year & Department

Fiscal Year	Admin	Police	Water	Total
2014	\$ 1,653	\$ 39,343	\$ 9,560	\$ 50,556
2015	\$ 5,350	\$ 81,530	\$ 27,726	\$ 114,606
2016	\$ 5,897	\$ 89,829	\$ 30,361	\$ 126,086
2017	\$ 4,180	\$ 65,618	\$ 23,855	\$ 93,653
2018	\$ 3,313	\$ 49,202	\$ 17,897	\$ 70,412
2019	\$ 2,648	\$ 35,306	\$ 14,940	\$ 52,894
2020	\$ 2,577	\$ 32,766	\$ 14,552	\$ 49,894
2021	\$ 1,488	\$ 29,819	\$ 7,863	\$ 39,170
2022	\$ 1,930	\$ 39,039	\$ 10,030	\$ 50,999
2023	\$ 1,893	\$ 39,959	\$ 9,949	\$ 51,802
2024	\$ 1,804	\$ 38,401	\$ 9,709	\$ 49,914
2025	\$ 1,528	\$ 32,569	\$ 8,295	\$ 42,392
TOTAL	\$ 34,261	\$ 573,379	\$ 184,738	\$ 792,378

** Updated through June 30, 2025

Total Cost by Fiscal Year



GOVERNMENTAL FUND – GENERAL FUND ONLY

FY2024 Financial Highlights

- ❑ The *Ending Fund Balance* totals \$3,615,879 a net increase of \$116,624
 - Property taxes were 99.8% collected for the year.
- ❑ *The Unassigned Cash Portion* (available for spending if needed) totals \$3,502,353 an increase of \$101,715 from prior year.
- ❑ There were no findings or issues with the audit.

Year-over-Year Comparison

Description	FY2024	FY2023	Change
REVENUES			
Property Tax	\$6,085,803	\$5,605,532	\$480,271
Other	\$1,333,314	\$1,033,197	\$300,117
Total Revenue	\$7,419,117	\$6,638,729	\$780,388
EXPENSES			
Current	\$6,523,274	\$10,284,544	(\$3,761,270)
Debt Service	\$552,433	\$48,912	\$503,521
Capital Outlay	\$199,557	\$186,748	\$12,809
Total Expenses	\$7,275,264	\$10,520,204	(\$3,244,940)
OTHER FUNDING SOURCES			
Net Transfers In/(Out)	(\$27,229)	(\$1,121)	(\$26,108)
Debt Proceeds	\$0	\$3,975,000	(\$3,975,000)
Total Other Funding Sources	(\$27,229)	\$3,973,879	(\$4,001,108)
Net change in Fund Balance	\$116,624	\$92,404	\$24,220
Beginning Fund Balance	\$3,499,255	\$3,406,851	\$92,404
Ending Fund Balance	\$3,615,879	\$3,499,255	\$116,624
FUND BALANCE BREAKDOWN			
Non- Spendable Items	\$113,526	\$98,617	\$14,909
Total Unassigned / Spendable if needed	\$3,502,353	\$3,406,638	\$101,715
Total Ending Fund Balance	\$3,615,879	\$3,499,255	\$116,624



Audit Page #10-13

PROPRIETARY FUND - WATER SERVICES

FY2024 Financial Highlights

- ❑ The *Ending Net Position* totaled \$5,565,480, a decrease of \$131 from the prior year.
 - Of that decrease, \$135,704 is from unpaid debt service fee when bond was issued plus increase in repairs.
 - Surplus includes depreciation/amortization expenses (non-cash) of \$381,559.
 - Reserve balance is \$2,418,295.

Year-over-Year Comparison

Description	FY2024	FY2023	Change
REVENUES			
Operating	\$1,754,606	\$1,701,196	\$53,410
Non-Operating	\$194,876	\$112,021	\$82,855
Total Revenue	\$1,949,482	\$1,813,217	\$136,265
EXPENSES			
Operating	\$1,647,859	\$1,464,414	\$183,445
Non-Operating	\$251,754	\$153,899	\$97,855
Total Expenses	\$1,899,613	\$1,618,313	\$281,300
Transfer to General Fund	\$50,000	\$50,000	-
Change in Net Position	(\$131)	\$144,904	(\$145,035)
Beginning Net Position	\$5,565,611	\$5,420,707	\$144,904
Ending Net Position	\$5,565,480	\$5,565,611	(\$131)
NET POSITION BREAKDOWN			
Net Investments in Capital Assets	\$2,322,069	\$2,137,234	\$184,835
Future Debt Service Payments	\$625,116	\$822,646	\$2,470
Unassigned / Spendable if needed	\$2,418,295	\$2,605,731	(\$187,436)
Total Net Position	\$5,565,480	\$5,565,611	(\$131)



Audit Page #14-16

MEMORANDUM

TO: Mayor Dawn Miller and Commissioners
FROM: Stephen Bloom, Finance Director
CC: Commissioner David Ravanese, Treasurer
DATE: August 25, 2025
SUBJECT: June 2025 Financial Report

Please find below the quarterly update from the Finance Department. At this point in the fiscal year (through June), the revenues and expenditures should be at 75% of the adopted budget. To further assist with your review, an overview of each of the Town's funds is provided below.

General Fund

- Total funding through June was at 88.6% of the annual budget.
 - Ad valorem taxes are 96.2% collected through June.
- Total expenditures through June were at 74.4% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding through June were at 83.6% of the annual budget.
- Total expenditures through June were at 55.3% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through June were at 65.1% of the annual budget.

Building Permits

- Total funding through June were at 257.1% of the annual budget.
- Total expenditures through June were at 215.7% of the annual budget.

P&Z and Code Compliance

- Total funding and expenditures through June were at 47.9% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds available through June: \$969,249.

Debt Service Fund – (2023 Beach Loan)

- The principal and interest were paid down in December.

Capital Projects Fund – (General Fund Improvements)

- Total funding and expenditures through June were at 103.8% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach

Subject: June Financial Report

Page 2

Water Fund – (Operations)

- Total funding through June was at 73.1% of the annual budget.
- The water usage billing through June (YTD) is up by 3.7% compared to last year at the same time.
- The chart below compares the usage for June by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - June 2024. The “Change in usage” and “% change” compares the current month with the prior month.
 - Total gallons used for the month of June was down by 3.8% or (824) thousand gallons compared to last month.

Usage Comparison in thousands

Service Type	(Prior Yr)			Month-to-Month Change	
	Jun-24	May-25	Jun-25	Change in Usage	% Change
Irrigation	12,326	13,796	13,058	-738	-5.4%
Single Family	2,185	1,523	1,608	85	5.6%
Multi Family	6,221	6,437	6,266	-171	-2.7%
Total	20,732	21,757	20,933	-824	-3.8%

- Total expenses through June were at 50.4% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through June was 75.1% of the annual budget.
- The next loan payment for the water plant will be made on September 15, 2025.
- The next loan payment for the water main project will be made on November 15, 2025.

Capital Projects Fund – (Water Fund Improvements)

- Total expenditures through June were at 2.8% of the annual budget.

Town of Hillsboro Beach

Financial Report

June 30, 2025

Prepared by



Town of Hillsboro Beach

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Town of Hillsboro Beach

Financial Statements

(Unaudited)

June 30, 2025



Balance Sheet
June 30, 2025

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
ASSETS					
Current Assets					
Equity in Pooled Cash	\$ 4,962,315	\$ 1,531,342	\$ 2,279,625	\$ 3,584,423	\$12,357,705
Accounts Receivable	98,953	1,528	-	206,829	307,310
Lease Receivable	-	-	-	172,853	172,853
Allow -Doubtful Accounts	(26,072)	-	-	(45,758)	(71,830)
Due From Other Gov'tl Units	30,567	7,125	193,984	-	231,676
Deferred Outflow of Resources	-	-	-	56,763	56,763
Fuel	6,258	-	-	-	6,258
Money Market Account	-	969,249	-	-	969,249
Prepaid Items	51,392	-	-	432	51,824
Total Current Assets	5,123,413	2,509,244	2,473,609	3,975,542	14,081,808
Noncurrent Assets					
Fixed Assets					
Buildings	-	-	-	2,038,779	2,038,779
Accum Depr - Buildings	-	-	-	(1,194,372)	(1,194,372)
Distribution System	-	-	-	11,743,713	11,743,713
Plant Improvements	-	-	-	608,583	608,583
Infrastructure	-	-	-	102,068	102,068
Accum Depr - Infrastructure	-	-	-	(3,736,470)	(3,736,470)
Equipment	-	-	-	144,706	144,706
Meters	-	-	-	412,136	412,136
Vehicles	-	-	-	104,552	104,552
Accum Depr - Equip/Furniture	-	-	-	(641,930)	(641,930)
Construction Work In Process	-	-	-	137,613	137,613
TOTAL ASSETS	\$ 5,123,413	\$ 2,509,244	\$ 2,473,609	\$13,694,920	\$23,801,186
LIABILITIES					
Current Liabilities					
Accounts Payable	\$ 405,856	\$ 29,272	\$ 29,624	\$ 16,228	\$ 480,980
Accrued Expenses	2,523	-	-	-	2,523
DBPR/DCA/BRA Surcharges	-	4,147	-	-	4,147
Notes/Loans Payable - Current	-	-	-	610,206	610,206
Compensated Absences-Current	23,167	-	-	-	23,167
Accrued Interest Payable	-	-	-	23,198	23,198
Accrued Wages Payable	86,661	-	-	19,231	105,892
Accrued Taxes Payable	7,221	-	-	1,365	8,586
Deposits	8,125	(33,808)	-	-	(25,683)
Deferred Revenue	-	-	2,443,985	-	2,443,985
Total Current Liabilities	533,553	(389)	2,473,609	670,228	3,677,001



Balance Sheet
June 30, 2025

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
Long-Term Liabilities					
Note/Loan Payable - LT	-	-	-	6,787,103	6,787,103
Compensated Absences-Long-Term	-	-	-	94,309	94,309
OPEB Liability	-	-	-	7,198	7,198
Deferred Inflow of Resources	-	-	-	14,083	14,083
Net Pension Liability	-	-	-	344,139	344,139
Deferred inflows - Leases	-	-	-	154,670	154,670
Total Long-Term Liabilities	-	-	-	7,401,502	7,401,502
TOTAL LIABILITIES	533,553	(389)	2,473,609	8,071,730	11,078,503
FUND BALANCES / NET ASSETS					
<i>Fund Balances</i>					
Nonspendable:					
Prepaid Items	51,392	-	-	-	51,392
Restricted for:					
Special Revenue	-	2,509,633	-	-	2,509,633
Assigned to:					
Reserves - Beach Assessment	8,207	-	-	-	8,207
Unassigned:					
	4,530,261	-	-	-	4,530,261
<i>Net Assets</i>					
Invested in capital assets, net of related debt	-	-	-	2,322,069	2,322,069
Unrestricted/Unreserved	-	-	-	3,301,121	3,301,121
TOTAL FUND BALANCES / NET ASSETS	\$ 4,589,860	\$ 2,509,633	\$ -	\$ 5,623,190	\$12,722,683
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 5,123,413	\$ 2,509,244	\$ 2,473,609	\$13,694,920	\$23,801,186



**Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund**

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
Property Taxes	\$ 6,483,919	\$ 6,232,739	\$ 251,180	96.1%	\$ 5,942,100	\$ 290,639
Other Local Taxes	322,000	229,895	92,105	71.4%	235,542	(5,647)
Intergovernmental Revenues	235,173	160,801	74,372	68.4%	169,617	(8,817)
Fines & Forfeitures	2,050	858	1,192	41.8%	1,566	(708)
Miscellaneous Revenues	125,000	64,944	60,056	52.0%	74,672	(9,728)
Interest Income	245,100	269,078	(23,978)	109.8%	269,045	33
Total Revenues	7,413,242	6,958,315	454,927	93.9%	6,692,543	265,772
Other Sources						
Transfer In	50,000	37,500	12,500	75.0%	37,500	-
Use / (Add't) Fund Balance	431,450	-	-	0.0%	-	-
Total Other Sources	481,450	37,500	12,500	7.8%	37,500	-
TOTAL FUNDING	7,894,692	6,995,815	467,427	88.6%	6,730,043	265,772
EXPENDITURES						
Town Commission	87,825	64,597	23,228	73.6%	42,912	(21,685)
Town Manager	432,903	322,795	110,108	74.6%	299,594	(23,201)
Town Clerk	342,605	206,895	135,710	60.4%	213,196	6,301
Police	4,087,498	2,788,624	1,298,874	68.2%	2,716,604	(72,019)
Facility Services	302,805	191,419	111,386	63.2%	186,434	(4,985)
Finance	137,779	100,301	37,478	72.8%	96,951	(3,350)
Fire Rescue	1,071,082	842,069	229,013	78.6%	755,162	(86,907)
Solid Waste	427,098	320,526	106,572	75.0%	308,348	(12,178)
Beaches	12,000	-	12,000	0.0%	11,241	11,241
Charitable Donations	7,108	7,411	(303)	104.3%	5,708	(1,703)
Contingency	125,000	290	124,710	0.2%	-	(290)
TOTAL EXPENSES	7,033,703	4,844,925	\$ 2,188,778	68.9%	4,636,149	(208,777)
Interfund Transfer - Out	860,989	1,031,280	(170,291)	119.8%	845,374	(185,906)
TOTAL EXPENDITURES	7,894,692	5,876,205	\$ 2,018,487	74.4%	5,481,523	(394,682)
Total Funding over (under)						
Expenditures	\$ -	1,119,610			\$ 1,248,520	\$ (128,910)
Fund Balance - Beginning		3,470,249				
Fund Balance - Ending		\$ 4,589,859				



General Fund - Revenue
For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
Property Tax						
Ad Valorem Taxes	\$ 6,726,434	\$ 6,468,614	\$ 257,820	96.2%	\$ 6,159,756	\$ 308,859
Ad Valorem Taxes - Prior Years	3,000	(2,059)	5,059	-68.6%	1,952	(4,011)
Ad Valorem Taxes - Discounts	(245,515)	(233,817)	(11,698)	95.2%	(219,608)	(14,209)
Total - Property Tax	6,483,919	6,232,739	251,180	96.1%	5,942,100	290,639
Other Local Taxes						
FPL Franchise	295,000	207,489	87,511	70.3%	214,634	(7,145)
Local Communications Tax	27,000	22,407	4,593	83.0%	20,908	1,499
Total - Other Local Taxes	322,000	229,895	92,105	71.4%	235,542	(5,647)
Intergovernmental Revenues						
Occupational Licenses	1,900	674	1,226	35.5%	652	22
FDLE - JAG grant	-	2,095	(2,095)	n/a	563	1,532
State Revenue Sharing	66,000	41,037	24,963	62.2%	44,944	(3,906)
Alcoholic Beverage License	1,273	1,273	0	100.0%	1,273	-
Half-Cent Sales Tax	166,000	115,723	50,277	69.7%	122,187	(6,464)
Total - Intergov. Revenues	235,173	160,801	74,372	68.4%	169,617	(8,817)
Fines & Forfeitures						
Judgments and Fines	2,000	858	1,142	42.9%	1,566	(708)
Other Fines and/or Forfeits	50	-	50	0.0%	-	-
Total - Fines & Forfeitures	2,050	858	1,192	41.8%	1,566	(708)
Miscellaneous Revenue						
Miscellaneous	10,000	6,726	3,274	67.3%	4,106	2,620
Police Reimbursement	85,000	22,497	62,503	26.5%	44,650	(22,153)
Insurance Reimbursements	-	25,221	(25,221)	n/a	-	25,221
Lien Search Fee	15,000	10,500	4,500	70.0%	9,800	700
Sale of Surplus Equipment	15,000	-	15,000	0.0%	16,116	(16,116)
Total - Misc. Revenue	125,000	64,944	60,056	52.0%	74,672	(9,728)



General Fund - Revenue
For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
Interest Income						
Interest - Investments	250,000	245,127	4,873	98.1%	220,506	24,621
Interest - Tax Collector	100	11,715	(11,615)	11714.7%	11,302	413
Net Incr (Decr) In FMV-Invest	(5,000)	12,236	(17,236)	-244.7%	37,237	(25,001)
Total - Interest Income	245,100	269,078	(23,978)	109.8%	269,045	33
Total Revenue	7,413,242	6,958,315	454,927	93.9%	6,692,543	265,772
Transfer In						
Water Fund	50,000	37,500	12,500	75.0%	37,500	-
Total - Transfer In	50,000	37,500	12,500	75.0%	37,500	-
Use / (Add't) Fund Balance	431,450	-	431,450	0.0%	-	-
TOTAL FUNDING	7,894,692	6,995,815	898,877	88.6%	6,730,043	265,772



General Fund - Town Commission
For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
Personal Services						
Mayor/Commission Stipend	\$ 50,000	\$ 39,027	\$ 10,973	78.1%	\$ 30,033	\$ (8,994)
Car Allowance	12,000	9,006	2,994	75.1%	-	(9,006)
FICA	3,825	3,675	150	96.1%	2,297	(1,377)
Total Personal Services	65,825	51,708	14,117	78.6%	32,330	(19,378)
Operating Expenses						
Election Fees	3,500	644	2,856	18.4%	1,365	721
Annual Conf. - League of Cities	5,000	5,000	-	100.0%	5,000	-
Conferences/Seminars	6,000	2,029	3,971	33.8%	-	(2,029)
Mayor/Commission Expense	7,500	5,216	2,284	69.5%	4,216	(1,000)
Total Operating Expenses	22,000	12,889	9,111	58.6%	10,582	(2,307)
TOTAL COMMISSION	\$ 87,825	\$ 64,597	\$ 23,228	73.6%	\$ 42,912	\$ (21,685)



General Fund - Town Manager
For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
Personal Services						
Salaries	\$ 167,428	\$ 129,313	\$ 38,115	77.2%	\$ 119,210	\$ (10,103)
Car Allowance	4,200	4,225	(25)	100.6%	3,150	(1,075)
FICA	13,130	10,296	2,834	78.4%	9,407	(889)
Florida Retirement System	57,796	43,493	14,303	75.3%	40,278	(3,216)
Health and Life Insurance	32,457	18,213	14,244	56.1%	16,829	(1,385)
Workers' Comp Insurance	392	157	235	40.0%	139	(18)
Total Personal Services	275,403	205,698	69,705	74.7%	189,012	(16,686)
Operating Expenses						
Town Attorney	70,000	47,707	22,293	68.2%	46,633	(1,075)
Prof. Services - IT Services	20,000	19,545	455	97.7%	15,193	(4,352)
Prof. Services - Lobbyist	60,000	45,818	14,182	76.4%	45,511	(307)
Miscellaneous	1,000	756	244	75.6%	1,550	794
Computer Expense / Supplies	1,000	1,030	(30)	103.0%	835	(195)
Training Expenses	5,500	2,241	3,259	40.7%	861	(1,380)
Total Operating Expenses	157,500	117,097	40,403	74.3%	110,582	(6,515)
TOTAL TOWN MANAGER	\$ 432,903	\$ 322,795	\$ 110,108	74.6%	\$ 299,594	\$ (23,201)



General Fund - Town Clerk
For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
Personal Services						
Salaries	\$ 155,425	\$ 92,778	\$ 62,647	59.7%	\$ 86,557	\$ (6,221)
Vacation Leave Cash Out	-	5,026	(5,026)	n/a	-	(5,026)
FICA	11,890	7,458	4,432	62.7%	6,627	(831)
Florida Retirement System	21,184	12,011	9,173	56.7%	10,273	(1,739)
Health and Life Insurance	34,586	14,484	20,102	41.9%	13,280	(1,204)
Workers' Comp Insurance	365	146	219	40.0%	126	(20)
Unemployment Compensation	250	-	250	0.0%	-	-
Total Personal Services	223,700	131,903	91,797	59.0%	116,862	(15,041)
Operating Services						
Coding Ordinance	3,239	1,637	1,602	50.5%	2,570	934
Prof. Services- Digitize Records	15,000	1,898	13,102	12.7%	2,147	249
Contracts - Minutes Preparation	4,250	1,546	2,704	36.4%	1,313	(234)
Temporary Labor	6,500	2,967	3,533	45.7%	40,320	37,353
Contracts - Other Services	7,500	3,535	3,965	47.1%	5,871	2,336
Software Maintenance/Support	31,342	30,737	605	98.1%	13,672	(17,065)
Postage and Freight	2,500	1,214	1,286	48.6%	962	(253)
Copier	5,000	2,884	2,116	57.7%	2,554	(331)
Advertising	10,000	6,672	3,328	66.7%	3,462	(3,210)
Office Supplies	5,900	2,496	3,404	42.3%	3,624	1,128
Website Support	6,783	9,489	(2,706)	139.9%	10,706	1,217
Subscriptions and Memberships	5,891	6,930	(1,039)	117.6%	3,661	(3,270)
Office Equipment	1,000	-	1,000	0.0%	-	-
Training Expenses	4,000	1,610	2,390	40.3%	845	(766)
Resident Mailings	10,000	1,375	8,625	13.8%	4,628	3,253
Total Operating Services	118,905	74,993	43,912	63.1%	96,334	21,341
TOTAL TOWN CLERK	\$ 342,605	\$ 206,895	\$ 135,710	60.4%	\$ 213,196	\$ 6,301



General Fund - Police

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
Personal Services						
Salaries	\$ 1,963,321	\$ 1,461,296	\$ 502,025	74.4%	\$ 1,366,633	\$ (94,663)
Paid Holidays	60,396	30,638	29,758	50.7%	41,367	10,729
Payroll-Dispatch/Det. Incentive	6,600	7,500	(900)	113.6%	7,500	-
Car Allowance	39,000	36,375	2,625	93.3%	27,963	(8,413)
Longevity Pay	9,000	8,250	750	91.7%	9,000	750
Overtime	28,000	31,718	(3,718)	113.3%	38,086	6,368
Overtime - Task Force	45,000	8,659	36,341	19.2%	39,623	30,963
Overtime - Special Duty	25,000	17,623	7,377	70.5%	12,428	(5,194)
Sick Leave Cash Out	31,000	29,313	1,687	94.6%	66,686	37,373
Incentive	18,330	13,101	5,229	71.5%	13,039	(63)
FICA	170,262	125,986	44,276	74.0%	125,085	(902)
Florida Retirement System	636,839	411,761	225,078	64.7%	421,081	9,319
Health and Life Insurance	584,997	372,898	212,099	63.7%	337,287	(35,612)
Workers' Comp Insurance	81,510	32,569	48,941	40.0%	28,801	(3,768)
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	1,002	532	470	53.1%	560	29
Unemployment Compensation	1,000	-	1,000	0.0%	-	-
Total Personal Services	3,703,507	2,588,221	1,115,287	69.9%	2,535,137	(53,083)
Operating Expenses						
Contracts - Other Services	28,684	14,392	14,292	50.2%	15,618	1,226
Town Attorney	20,000	1,234	18,766	6.2%	-	(1,234)
Prof. Services - IT Services	12,500	3,263	9,237	26.1%	4,680	1,417
Telephone Services	4,100	3,445	655	84.0%	2,837	(608)
Mobile Phones	6,900	4,216	2,684	61.1%	3,486	(730)
Postage	1,000	12	988	1.2%	42	30
Electricity	15,071	10,127	4,944	67.2%	10,217	90
Liability and Property Insurance	53,866	33,962	19,904	63.0%	32,320	(1,642)
Building Repairs & Maintenance	10,000	1,835	8,165	18.4%	2,629	793
Radio Maintenance	-	-	-	n/a	1,760	1,760
Auto Repairs and Maintenance	25,000	23,784	1,216	95.1%	9,040	(14,744)
Boat Repairs and Maintenance	40,000	12,189	27,811	30.5%	10,506	(1,683)
ATV Repairs and Maintenance	1,500	-	1,500	0.0%	-	-
Rental - Vehicles	15,000	5,869	9,131	39.1%	7,659	1,790
Vehicles - GPS	1,770	718	1,052	40.5%	676	(42)
Copier	4,000	2,089	1,911	52.2%	2,032	(57)
Miscellaneous Services	5,000	2,229	2,771	44.6%	1,166	(1,063)
Internet Service	10,000	9,749	251	97.5%	7,775	(1,974)



General Fund - Police
For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
Physical Examinations	2,500	1,340	1,160	53.6%	695	(645)
Office Supplies	3,000	917	2,083	30.6%	1,126	209
Operating Supplies	15,000	9,822	5,178	65.5%	5,874	(3,948)
Fuel & Oil	60,000	28,742	31,258	47.9%	33,043	4,301
Uniforms Supplies	15,000	12,088	2,912	80.6%	3,098	(8,991)
Investigation Division	7,500	1,751	5,749	23.3%	3,048	1,297
Subscriptions and Memberships	6,600	4,548	2,052	68.9%	6,887	2,338
Education / Training	20,000	11,859	8,141	59.3%	14,021	2,162
Total Operating Expenses	383,991	200,403	183,588	52.2%	181,467	(18,936)
TOTAL POLICE	\$ 4,087,498	\$ 2,788,624	\$ 1,298,874	68.2%	\$ 2,716,604	\$ (72,019)



General Fund - Facility Services

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
Personal Services						
Salaries	\$ 58,198	\$ 45,552	\$ 12,646	78.3%	\$ 43,069	\$ (2,483)
Vacation Leave Cash Out	4,061	-	4,061	0.0%	-	-
Sick Leave Cash Out	2,162	2,721	(559)	125.9%	2,273	(449)
FICA	4,928	3,650	1,278	74.1%	3,425	(224)
Florida Retirement System	13,612	9,993	3,619	73.4%	9,340	(653)
Health and Life Insurance	29,096	18,896	10,200	64.9%	17,180	(1,716)
Workers' Comp Insurance	3,068	1,226	1,842	40.0%	1,089	(137)
Total Personal Services	115,125	82,038	33,087	71.3%	76,376	(5,662)
Operating Expenses						
Telephone Service	4,500	3,446	1,054	76.6%	2,837	(609)
Utility - Water	7,000	4,711	2,289	67.3%	5,102	392
Electricity	7,500	3,824	3,676	51.0%	3,968	144
Utility - Sewer	900	689	211	76.6%	559	(130)
Internet Service	7,200	6,830	370	94.9%	5,667	(1,163)
Liability and Property Insurance	54,100	34,509	19,591	63.8%	32,470	(2,039)
Pest Control - Building/Grounds	1,280	5,156	(3,876)	402.8%	1,445	(3,711)
R&M - Equipment	10,000	1,535	8,465	15.3%	3,365	1,830
R&M - Grounds	10,000	1,321	8,679	13.2%	573	(748)
Landscape Maintenance	10,000	4,445	5,555	44.4%	3,557	(888)
Town Hall Maint. / Repairs	20,000	6,567	13,433	32.8%	18,421	11,854
Generator Maint. Contract	5,200	2,177	3,023	41.9%	987	(1,190)
R&M - Bocce Court	7,500	327	7,173	4.4%	4,560	4,233
Operating Supplies - General	3,500	2,660	840	76.0%	1,517	(1,142)
Town Events	35,000	31,184	3,816	89.1%	25,029	(6,155)
A/C Maintenance Contract	4,000	-	4,000	0.0%	-	-
Total Operating Expenses	187,680	109,381	78,299	58.3%	110,058	678
TOTAL FACILITY SERVICES	\$ 302,805	\$ 191,419	\$ 111,386	63.2%	\$ 186,434	\$ (4,985)



General Fund - Other Departments

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
Finance						
Auditing Services	\$ 20,000	\$ 16,439	\$ 3,562	82.2%	\$ 14,249	\$ (2,190)
Accounting/Financial Services	105,679	75,485	30,194	71.4%	75,485	-
Investment Services	12,100	8,377	3,723	69.2%	7,217	(1,160)
Total Finance Expense	137,779	100,301	37,478	72.8%	96,951	(3,350)
Fire Rescue						
Fire Service Agreement	1,029,964	800,951	229,013	77.8%	714,044	(86,907)
Fire Service Agreement - Capital	41,118	41,118	-	100.0%	41,118	-
Total Fire Rescue Expense	1,071,082	842,069	229,013	78.6%	755,162	(86,907)
Solid Waste						
Contracts Services	424,686	318,143	106,543	74.9%	305,935	(12,208)
County Contribution	2,412	2,383	29	98.8%	2,412	30
Total Solid Waste Expense	427,098	320,526	106,572	75.0%	308,348	(12,178)
Beach Management						
Beach Salvage (Boat removal)	2,000	-	2,000	0.0%	2,250	2,250
Buoys	10,000	-	10,000	0.0%	8,991	8,991
Total Beach Management Expense	12,000	-	12,000	0.0%	11,241	11,241
Charitable Donations						
Lighthouse Preservation Contrib.	2,500	2,500	-	100.0%	1,100	(1,400)
Area Council on Aging Contrib.	4,608	4,911	(303)	106.6%	4,608	(303)
Total Charitable Donations	7,108	7,411	(303)	104.3%	5,708	(1,703)
Contingency	125,000	290	124,710	0.2%	-	(290)
Total Expense before Transfer Out	1,780,067	1,270,596	509,471		1,177,409	(93,187)
Transfer Out						
To P&Z and Code Enf. Fund	67,500	27,498	40,003	40.7%	46,846	19,349
To Debt Service Fund	663,489	985,421	(321,932)	148.5%	552,433	(432,988)
To General Fund CIP	130,000	18,361	111,639	14.1%	246,095	227,734
Total Transfer Out	860,989	1,031,280	(170,291)	119.8%	\$ 845,374	\$ (185,906)
TOTAL OTHER DEPARTMENTS	\$ 2,641,056	\$ 2,301,876	\$ 339,180	87.2%	\$ 2,022,783	\$ (279,093)
TOTAL GENERAL FUND EXPENDITURES	\$ 7,894,692	\$ 5,876,205	\$ 2,018,487	74.4%	\$ 5,481,523	\$ (394,682)



**Notes to the Financial Statements - General Fund
June 30, 2025**

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenditures should be at approximately 75% through June. Below is an analysis of revenues and expenditures that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
Interest - Investments	250,000	245,127	98.1%	Money market and investment accounts.
Ad Valorem Taxes	6,726,434	6,468,614	96.2%	Collections were at 91.2% at this time last year.
Alcoholic Beverage License	1,273	1,273	100.0%	Distribution of alcohol tax for the year
Insurance Reimbursement	-	25,221	N/A	UnitedHealthcare Medical Loss Ratio premium rebates for FY 2021 - FY 2023.
Interest-Tax Collector	100	11,715	11714.7%	Quarterly interest on assessments collected.
Expenditures				
<u>Commission</u>				
Mayor/Commission Stipend	50,000	39,027	78.1%	Increased Commission salaries in the 2nd quarter.
Annual Conf. - League of Cities	5,000	5,000	100.0%	BLOC 68th Annual Gala premier sponsorship.
<u>Town Manager</u>				
Payroll-Salaries	167,428	129,313	77.2%	Town manager's salary includes a 5% increase per his contract
Car Allowance	4,200	4,225	100.6%	Amended contract increased car allowance to \$500 per month.
ProfServ-IT Services	20,000	19,545	97.7%	Includes monthly server maintenance, endpoint mgmt, Office 365, new wireless microphones for Commission, new PC for Commissioner, Community Room conferencing solution.
ProfServ-Lobbyist	60,000	45,818	76.4%	Lobbyist fees plus miscellaneous expenses.
Miscellaneous Services	1,000	756	75.6%	2 polo shirts, lunch for employees during enrollment, pizza for staff on Elvis night, St. Jude donation for Mr. Casagrande.
Computer Expense / Supplies	1,000	1,030	103.0%	MS Surface laptop and keyboard, replace backup battery, rolling AV cart for storage.
<u>Town Clerk</u>				
Vacation Leave Cash Out	-	5,026	N/A	Paid out annually in December.
Software Maintenance/Support	31,342	30,737	98.1%	DCR software maintenance, CivicClerk agenda management, public records request tracking & management software, social media content/reporting software.
Website Support	6,783	9,489	139.9%	SSL Cert, Civic Engage and Website support.
Subscriptions and Memberships	5,891	6,930	117.6%	Annual memberships for FSBPA, ICMA, IICM, NFBPA, Broward MPO, FLC, FCCMA, BCMCA, FRMA, Amazon Business, Dropbox, Canva graphic marketing tool, Zoom, Creative Services.
<u>Police</u>				
Payroll-Dispatch/Det. Incentive	6,600	7,500	113.6%	Detective & Dispatcher incentive payout per PBA contract.
Car Allowance	39,000	36,375	93.3%	Officer's car allowance per PBA contract.
Longevity Pay	9,000	8,250	91.7%	Longevity pay per PBA contract.
Overtime	28,000	31,718	113.3%	Staffing during vacations and sick time.
Sick Leave Cash Out	31,000	29,313	94.6%	Paid out annually in December plus includes large payout for 1 retiring officer.
Telephone Services	4,100	3,445	84.0%	Monthly phone service from Granite, includes repair in December.



**Notes to the Financial Statements - General Fund
June 30, 2025**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures (continued)				
Auto Repairs and Maintenance	25,000	23,784	95.1%	Oil changes, brakes, tire rotations, new tires, wiper blades, filters, car wash club (7), bolt cutter, tint meter, repairs to headlight, a/c & steering wheel..
Internet Service	10,000	9,749	97.5%	Monthly internet service with Comcast and Google.
Uniforms Supplies	15,000	12,088	80.6%	Jackets, work boots-maintenance, BP vests (3), handcuffs, patches, polos, belt, new officer uniforms, sun hats, Commander badge, shoulder and cadet round patches, new Chief name plate and shirts.
Protective PPE	-	225	N/A	UV lamp bulb for Jades (4)
<u>Facility Services</u>				
Payroll-Salaries	58,198	45,552	78.3%	Maintenance worker's salary includes overtime for events
Sick Leave Cash Out	2,162	2,721	125.9%	Paid out annually in December.
Telephone Service	4,500	3,446	76.6%	Monthly phone service from Granite, includes repair in December.
Utility - Sewer	900	689	76.6%	Monthly sewer charges based upon domestic charges.
Internet Service	7,200	6,830	94.9%	Monthly internet charges from Comcast and Google.
Pest Control - Bldg/Grounds	1,280	5,156	402.8%	Monthly pest control service from Orkin for Town Hall and Police Dept, drywood liquid treatment for termites at tiki huts plus add fire retardant, drywood liquid treatment for Commission Chambers,attic and covered rat hole.
Operating Supplies - General	3,500	2,660	76.0%	Misc op supplies, hand soap, sanitizer, multifold towels, toggle switch, receptacle, Town Logo for podium, Glade aerosol, mulch, hose, nozzle, light bulbs, flowers, pedestrian walk flag holders and flags.
Town Events	35,000	31,184	89.1%	New BBQ grill & cover, Community shredding event, Music on the Green performance, tea with the Mayor, holiday lights, decorations & rentals, photographer, logo coffee mugs, hand sanitizers, magnets & portfolio pads, movie night rentals & supplies, Elvis night music, equipment and give-aways.
<u>Finance</u>				
Auditing Services	20,000	16,439	82.2%	Audit is complete
<u>Fire Rescue</u>				
Fire Service Agreement	1,029,964	800,951	77.8%	Fire agreement increased more than expected.
Fire Service Agreeemnt-Capital	41,118	41,118	100.0%	FY 2025 annual amount paid in full.
<u>Solid Waste</u>				
County Contribution	2,412	2,383	98.8%	Year 2 of pro-rata share of solid waste disposal and recyclable materials processing authority of Broward County.
<u>Charitable Donations</u>				
Lighthouse Preservation Contrib.	2,500	2,500	100.0%	Paid in full for year.
Area Council on Aging Contrib.	4,608	4,911	106.6%	Paid in full for year.



**Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Transportation (Community Bus)**

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
Local Option Gas Tax	34,289	24,500	9,789	71.5%	24,614	(114)
County Transportation Grant	74,314	66,283	8,031	89.2%	49,606	16,677
Total Revenues	108,603	90,782	17,821	83.6%	74,220	16,562
TOTAL FUNDING	108,603	90,782	17,821	83.6%	74,220	16,562
EXPENDITURES						
Contractual Services	74,314	60,010	14,304	80.8%	49,042	(10,967)
Roadways - R&M	10,000	-	10,000	0.0%	9,198	9,198
Reserves - Future Use	24,289	-	24,289	0.0%	-	-
TOTAL EXPENDITURES	108,603	60,010	\$ 48,593	55.3%	58,241	(1,769)
Total Funding over (under)						
Expenditures	\$ -	30,772			\$ 15,979	\$ 14,793
Fund Balance - Beginning		145,631				
Fund Balance - Ending		\$ 176,403				



**Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Marine Law Enforcement Grant**

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
Marine Law Enforcement Grant	37,280	24,284	12,996	65.1%	31,008	(6,724)
Total Revenues	37,280	24,284	12,996	65.1%	31,008	(6,724)
TOTAL FUNDING	37,280	24,284	12,996	65.1%	31,008	(6,724)
EXPENDITURES						
Police Wages	37,280	24,284	12,996	65.1%	31,008	6,724
TOTAL EXPENDITURES	37,280	24,284	\$ 12,996	65.1%	31,008	6,724
Total Funding over (under) Expenditures	\$ -	-			\$ -	\$ -
Fund Balance - Beginning						-
Fund Balance - Ending		\$ -				



**Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Building Permits**

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
Building Permit Fees	880,000	2,462,613	(1,582,613)	279.8%	1,931,665	530,948
Building Admin Fees	10,000	3,175	6,825	31.8%	3,250	(75)
Code Enforcement Violations	-	-	-	n/a	7,275	(7,275)
Total Revenues	890,000	2,465,788	(1,575,788)	277.1%	1,942,190	523,598
Other Sources						
Use / (Add't) Fund Balance	69,000	-	69,000	0.0%	-	-
Total Other Sources	69,000	-	69,000	0.0%	-	-
TOTAL FUNDING	959,000	2,465,788	(1,506,788)	257.1%	1,942,190	523,598
EXPENDITURES						
Building Permits						
Building Permits - CGA	748,000	2,031,715	(1,283,715)	271.6%	1,664,102	(367,613)
Records Digitization	10,000	-	10,000	0.0%	-	-
Code Compliance	25,000	16,200	8,800	64.8%	16,110	(90)
Temporary Labor	6,000	-	6,000	0.0%	-	-
Credit Card Processing Fees	20,000	16,432	3,568	82.2%	14,238	(2,195)
Building Room	150,000	4,561	145,439	3.0%	15,563	11,002
Total Building Permits	959,000	2,068,908	(1,109,908)	215.7%	1,710,013	(358,895)
TOTAL EXPENDITURES	959,000	2,068,908	\$ (1,109,908)	215.7%	1,710,013	(358,895)
Total Funding over (under)						
Expenditures	\$ -	396,880			\$ 232,177	\$ 164,703
Fund Balance - Beginning		596,555				
Fund Balance - Ending		\$ 993,435				



**Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - P&Z and Code Compliance**

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
Planning & Zoning Fees	35,000	17,000	18,000	48.6%	11,100	5,900
Code Enforcement Violations	5,000	7,700	(2,700)	154.0%	-	7,700
Fire Fees	15,000	6,450	8,550	43.0%	8,850	(2,400)
Total Revenues	55,000	31,150	23,850	56.6%	19,950	11,200
Other Sources						
Transfer In	67,500	27,498	40,003	40.7%	46,846	(19,349)
Total Other Sources	67,500	27,498	40,003	40.7%	46,846	(19,349)
TOTAL FUNDING	122,500	58,648	63,853	47.9%	66,796	(8,149)
EXPENDITURES						
P&Z and Code Compliance						
General Admin - CGA	50,000	31,475	18,525	63.0%	56,643	25,168
Site Planning - CGA	5,000	1,000	4,000	20.0%	-	(1,000)
Flood Insurance Program (CRS)	5,000	-	5,000	0.0%	-	-
Code Enforcement Services	25,000	9,788	15,213	39.2%	10,153	366
Land Development Update	7,500	-	7,500	0.0%	-	-
Comprehensive Planning Update	30,000	16,385	13,615	54.6%	-	(16,385)
Total P&Z, and Code Compliance	122,500	58,648	63,853	47.9%	66,796	8,149
TOTAL EXPENDITURES	122,500	58,648	\$ 63,853	47.9%	66,796	8,149
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ -
Fund Balance - Beginning						-
Fund Balance - Ending		<u>\$ -</u>				



**Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Federal Forfeitures / Asset Sharing**

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
Federal Forfeitures	-	489,654	(489,654)	n/a	227,269	262,385
Interest Income	-	30,424	(30,424)	n/a	29,044	1,380
Total Revenues	-	520,077	(520,077)	n/a	256,312	263,765
TOTAL FUNDING	-	520,077	(520,077)	n/a	256,312	263,765
EXPENDITURES						
Personal Services						
Overtime - Special Duty	-	6,818	(6,818)	n/a	29,122	22,304
Total Personal Services	-	6,818	(6,818)	n/a	29,122	22,304
Capital Outlay/ Other						
Education / Training	-	1,200	(1,200)	n/a	11,487	10,287
Building Improvements	-	35,414	(35,414)	n/a	39,722	4,308
Police Equipment	-	16,801	(16,801)	n/a	79,793	62,992
Total Capital Outlay / Other	-	53,415	(53,415)	n/a	131,002	77,587
TOTAL EXPENDITURES	-	60,233	\$(60,233)	n/a	160,123	99,890
Total Funding over (under) Expenditures	\$ -	459,845			\$ 96,189	\$ 363,655
Fund Balance - Beginning		879,951				
Fund Balance - Ending		\$ 1,339,795				

*Current available cash balance is \$969,249.



Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (2023 Beach Loan)

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
FEMA Grant	-	2,657,877	(2,657,877)	n/a	-	2,657,877
Total Revenues	-	2,657,877	(2,657,877)	n/a	-	2,657,877
Other Sources						
Transfer In	663,489	985,421	(321,932)	148.5%	552,433	432,988
Total Other Sources	663,489	985,421	(321,932)	148.5%	552,433	432,988
TOTAL FUNDING	663,489	3,643,298	(2,979,809)	549.1%	552,433	3,090,865
EXPENDITURES						
Debt Service Expenses						
Principal Debt Retirement	557,286	3,525,678	(2,968,392)	632.7%	403,472	(3,122,206)
Interest Expense	106,203	117,619	(11,416)	110.7%	148,961	31,342
Total Debt Service Expense	663,489	3,643,298	(2,979,809)	549.1%	552,433	(3,090,865)
TOTAL EXPENDITURES	663,489	3,643,298	\$ (2,979,809)	549.1%	552,433	(3,090,865)
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ -
Fund Balance - Beginning						-
Fund Balance - Ending		\$ -				-



**Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)**

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
FEMA reimbursement	\$ 4,161,836	\$ 193,984	\$ 3,967,852	4.7%	\$ -	\$ 193,984
Total Revenues	4,161,836	193,984	3,967,852	4.7%	-	193,984
Other Sources						
Transfer From General Fund	130,000	18,361	111,639	14.1%	246,095	(227,734)
Loan Proceeds	700,977	4,972,500	(4,271,523)	709.4%	-	4,972,500
Total Other Sources	830,977	4,990,861	(4,159,884)	600.6%	246,095	4,744,766
TOTAL FUNDING	4,992,813	5,184,846	(192,033)	103.8%	246,095	4,938,751
EXPENDITURES						
Beach Projects						
Engineering – FY23 Project	-	-	-	n/a	27,556	27,556
Engineering - Physical Monitoring	62,500	55,580	6,920	88.9%	-	(55,580)
Engineering - Biological Monitoring	50,000	8,748	41,252	17.5%	-	(8,748)
Intergov. Coordination/Program Support	25,000	4,524	20,476	18.1%	-	(4,524)
Contingency Tasks	12,500	23,500	(11,000)	188.0%	-	(23,500)
Construction – FY20 Project	-	-	-	n/a	98,544	98,544
Engineering – FY25 Project	269,937	207,016	62,921	76.7%	-	(207,016)
Construction – FY25 Project	4,337,876	4,817,163	(479,287)	111.0%	-	(4,817,163)
Construction – FY25 Project	125,000	-	125,000	0.0%	-	-
Total Beach Project Expense	4,882,813	5,116,530	(233,717)	104.8%	126,099	(4,990,431)
Miscellaneous						
Beach Tilling / Scarp Removal	10,000	-	10,000	0.0%	12,367	12,367
Police Cars / Equipment	75,000	-	75,000	0.0%	79,265	79,265
Comm. Chambers Upgrade	-	35,668	(35,668)	n/a	28,363	(7,305)
Bocce Court	25,000	32,648	(7,648)	130.6%	-	(32,648)
Total Misc. Expense	110,000	68,315	41,685	62.1%	119,996	51,680
TOTAL EXPENDITURES	4,992,813	5,184,846	(192,033)	103.8%	246,095	(4,938,751)

Total Funding over (under)

Expenditures

\$ - -

\$ - \$ -

Fund Balance - Beginning

-

Fund Balance - Ending

\$ -



**Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Summary)**

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenue						
Water Service Revenue	\$ 1,408,177	\$ 1,067,854	\$ 340,323	75.8%	\$ 1,029,177	\$ 38,677
Water Surcharge	347,148	260,759	86,389	75.1%	260,565	194
Other Miscellaneous Revenue	132,234	77,335	54,899	58.5%	120,921	(43,586)
Total Revenue	1,887,559	1,405,949	481,610	74.5%	1,410,664	(4,715)
Other Sources						
Transfer In	349,168	-	349,168	0.0%	217,626	(217,626)
Use (Add to) Net Assets	(610,919)	-	(610,919)	0.0%	-	-
Total Other Sources	(261,751)	-	(261,751)	0.0%	217,626	(217,626)
TOTAL FUNDING	1,625,808	1,405,949	219,859	86.5%	1,628,290	(222,341)
EXPENSES						
Personal Services	708,122	469,461	238,661	66.3%	485,127	15,666
Operating Expenses	459,518	282,132	177,386	61.4%	273,231	(8,901)
Debt Service Expenses	668,393	523,309	145,084	78.3%	537,922	14,613
Capital Projects	1,205,000	23,591	1,181,409	2.0%	33,322	9,731
Repair & Renewal	65,000	12,247	52,754	18.8%	110,712	98,465
Transfer Out	399,168	37,500	361,668	9.4%	255,126	217,626
TOTAL EXPENSES	3,505,201	1,348,239	2,156,962	38.5%	1,695,439	347,200
Total Funding over (under)						
Expenses	\$ (1,879,393)	\$ 57,710			\$ (67,150)	\$ (569,541)
Net Assets - Beginning		5,565,480				
Net Assets - Ending		\$ 5,623,190				



**Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)**

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenue						
Water Service						
Water-Base Rate	\$ 491,760	\$ 379,340	\$ 112,420	77.1%	\$ 365,405	\$ 13,935
Water-Usage	916,417	688,514	227,903	75.1%	663,772	24,742
Total Water Service Revenue	1,408,177	1,067,854	340,323	75.8%	1,029,177	38,677
Other Revenue						
Miscellaneous Revenues	7,500	4,494	3,006	59.9%	4,470	23
Insurance Reimbursement	-	1,823	(1,823)	n/a	-	1,823
T-Mobile Cell Tower	38,734	12,897	25,837	33.3%	28,174	(15,277)
Hillsboro Inlet	6,000	4,500	1,500	75.0%	4,500	-
Interest	80,000	49,706	30,294	62.1%	60,647	(10,941)
Net Incr (Decr) In FMV-Invest	-	3,916	(3,916)	n/a	23,129	(19,214)
Total Other Revenue	132,234	77,335	54,899	58.5%	120,921	(43,586)
Use (Add to) Net Assets	26,397	-	26,397	0.0%	-	-
TOTAL FUNDING	1,566,808	1,145,189	421,619	73.1%	1,150,098	(4,909)
EXPENSES						
Personal Services						
Salaries	427,893	268,931	158,962	62.9%	304,734	35,803
Overtime	30,000	49,404	(19,404)	164.7%	24,360	(25,044)
Vacation Leave Cash Out	16,119	17,078	(959)	106.0%	15,929	(1,149)
Sick Leave Cash Out	13,069	10,610	2,459	81.2%	12,561	1,951
Longevity Pay	1,634	-	1,634	0.0%	-	-
FICA	37,387	26,198	11,189	70.1%	26,941	743
Florida Retirement System	76,023	46,141	29,882	60.7%	47,460	1,319
Health and Life Insurance	84,737	42,804	41,933	50.5%	45,860	3,056
Workers' Comp Insurance	20,760	8,295	12,465	40.0%	7,282	(1,013)
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	708,122	469,461	238,661	66.3%	485,127	15,666
Operating Expenses						
Auditing Services	16,500	13,562	2,939	82.2%	11,751	(1,811)
Contracts - Other Services	750	-	750	0.0%	-	-
Postage and Freight	1,000	-	1,000	0.0%	-	-
Telephone Service	8,500	5,935	2,565	69.8%	6,182	247



**Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)**

For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
Electricity	70,000	49,939	20,061	71.3%	49,104	(835)
Liability and Property Insurance	116,423	73,522	42,901	63.2%	69,851	(3,671)
Maint - Distribution System	7,500	4,668	2,832	62.2%	3,550	(1,118)
Maint - Bldgs / Grounds	15,000	19,821	(4,821)	132.1%	19,212	(609)
Maint - SCADA System	10,000	-	10,000	0.0%	-	-
Repair & Maint - Equipment	32,000	20,658	11,342	64.6%	20,084	(573)
Tools and Equipment	1,000	76	924	7.6%	47	(29)
Advertising	1,000	-	1,000	0.0%	-	-
Licenses & Permits	5,400	1,241	4,159	23.0%	755	(486)
Office Supplies	1,500	479	1,021	31.9%	784	305
Computer Expense	6,500	9,372	(2,872)	144.2%	8,661	(711)
Uniform Supplies	6,500	2,364	4,136	36.4%	572	(1,792)
Fuel and Oil	6,500	2,460	4,040	37.8%	4,164	1,704
Sand Change	13,000	5,290	7,710	40.7%	7,279	1,989
Chemicals - Water Treatment	116,000	65,390	50,610	56.4%	62,774	(2,616)
Lab Test Analysis & Supplies	11,800	7,261	4,539	61.5%	8,390	1,130
Subscriptions and Memberships	2,645	95	2,550	3.6%	70	(25)
Contingency	10,000	-	10,000	0.0%	-	-
Total Operating Expenses	459,518	282,132	177,386	61.4%	273,231	(8,901)
Total Exp. Before Transfer Out	1,167,640	751,593	416,047	64.4%	758,357	6,765
Transfer Out						
General Fund	50,000	37,500	12,500	75.0%	37,500	-
Water Debt Service Fund	290,168	-	290,168	0.0%	217,626	217,626
Water CIP Fund	59,000	-	59,000	0.0%	-	-
Total Transfer Out	399,168	37,500	361,668	9.4%	255,126	217,626
TOTAL EXPENSES	1,566,808	789,093	777,715	50.4%	1,013,483	224,391
Total Funding over (under) Expenses	\$ -	356,097			\$ 136,615	\$ 219,481
Net Assets - Beginning		2,766,124				
Net Assets - Ending		\$ 3,122,221				



**Notes to the Financial Statements - Water Fund
June 30, 2025**

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenses should be at approximately 75% through June. Below is an analysis of revenues and expenses that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Operations Fund				
Revenues				
Water-Base Rate	491,760	379,340	77.1%	Monthly charges for Water Base
Insurance Reimbursement	-	1,823	N/A	UHC MLR premium rebate for FY 2023
Expenses				
<u>Personal Services</u>				
Payroll - Overtime	30,000	49,404	164.7%	Overtime due to down 1 person and covering shifts.
Vacation Leave Cash Out	16,119	17,078	106.0%	Paid out annually in December.
Sick Leave Cash Out	13,069	10,610	81.2%	Paid out annually in December.
<u>Operating Expenses</u>				
Auditing Services	16,500	13,562	82.2%	Audit is final.
Maint - Bldgs / Grounds	15,000	19,821	132.1%	Monthly landscaping & pest control, annual fire extinguisher inspection, maintenance & cleaning supplies, repair fire access gate, painting supplies, paver & concrete supplies, sand bags & anthracite, a/c repair.
Computer Expense	6,500	9,372	144.2%	Monthly Google expense, annual Quikwaters fee, annual Sensus AutoRead software support, computer repairs.



Statement of Revenues, Expenses and Changes in Net Assets
Water Debt Service Fund - (State Revolving Loans)
 For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
Water Surcharge	\$ 347,148	\$ 260,759	\$ 86,389	75.1%	\$ 260,565	\$ 194
Total Revenues	347,148	260,759	86,389	75.1%	260,565	194
Other Sources						
Operating Transfers-In	290,168	-	290,168	0.0%	217,626	(217,626)
Use of Fund Balance	(637,316)	-	(637,316)	0.0%	-	-
Total Other Sources	(347,148)	-	(347,148)	0.0%	217,626	(217,626)
TOTAL FUNDING	-	260,759	(260,759)	n/a	478,191	(217,432)
EXPENSES						
Debt Service Expenses						
<i>State Revolving Loan - Water Plant</i>						
Principal Debt Retirement	229,510	116,842	112,668	50.9%	114,065	(2,777)
Interest Expense	60,658	28,242	32,416	46.6%	31,019	2,777
<i>State Revolving Loan - Water Main Project</i>						
Principal Debt Retirement	324,415	324,254	161	100.0%	216,524	(107,730)
Interest Expense	53,810	53,872	(62)	100.1%	40,610	(13,262)
Total Debt Services Expenses	668,393	523,210	145,183	78.3%	402,218	(120,992)
Bond Isser Fees	-	99	(99)	n/a	135,704	135,605
TOTAL EXPENSES	668,393	523,309	145,084	78.3%	537,922	14,613
Total Funding over (under)						
Expenses	\$ (668,393)	(262,550)			\$ (59,731)	\$ (202,819)
Net Assets - Beginning		1,954,491				
Net Assets - Ending		\$ 1,691,941				



Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
 For the Period Ending June 30, 2025

(75% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jun-24	Variance Fav (unfav)
FUNDING						
Revenues						
Total Revenues	-	-	-	n/a	-	-
Other Sources						
Interfund Transfer - In	59,000	-	59,000	0.0%	-	-
Loan Proceeds	650,000	-	650,000	0.0%	-	-
Total Other Sources	709,000	-	709,000	0.0%	-	-
TOTAL FUNDING	709,000	-	709,000	0.0%	-	-
EXPENSES						
Distribution Project (Water Main)						
Engineering Fees	-	392	(392)	n/a	-	(392)
Total Distribution Project	-	392	(392)	n/a	-	(392)
Plant Project						
Storage Tank	1,075,000	18,449	1,056,551	1.7%	33,322	14,873
Total Plant Project	1,075,000	18,449	1,056,551	1.7%	33,322	14,873
Other Expenses						
Repair & Renewal	65,000	12,247	52,754	18.8%	110,712	98,465
Truck	100,000	-	100,000	0.0%	-	-
Perimeter Fence	30,000	4,750	25,250	15.8%	-	(4,750)
Total Other Expenses	195,000	16,997	178,004	8.7%	110,712	93,715
TOTAL EXPENSES	1,270,000	35,837	1,234,163	2.8%	144,034	108,197
Total Funding over (under)						
Expenses	\$ (561,000)	(35,837)			\$ (144,034)	\$ 108,197
Net Assets - Beginning		844,865				
Net Assets - Ending		\$ 809,028				

Town of Hillsboro Beach

Supporting Schedules

June 30, 2025



**Cash and Investment Balances
June 30, 2025**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>	<u>NOTES</u>
Checking Account	BankUnited	0.00%	\$1,060,978	Earns a credit allowance of 0.40%. Yield is 0 since fees are netted against credit allowance. Operating account for AP invoices and payroll.
Money Market Account	BankUnited	3.99%	\$5,172,480	Excess cash from General & Water Funds.
Money Market Account	BankUnited	3.99%	\$916,195 (1)	Reserve for both SRL Loans.
Money Market Account	BankUnited	3.99%	\$969,249 (2)	Federal Forfeitures/Asset sharing.
State Board Account	Florida Prime	4.47%	\$1,508,000	Excess cash from the General Fund.
Investment Account	Truist	2.98%	\$3,696,503	See Investment Report for further details.
			TOTAL	
			<u>\$13,323,406</u>	

Footnotes:

- (1) Restricted funds for State Revolving Loans.
- (2) Restricted funds for Federal Forfeiture/Asset sharing.



Investment Portfolio

Trades Settled as of 06/30/25

CUSIP #	Description	Rating	Maturity Date	Par Value	Tax Cost Basis	Premium / Discount	Market Value	Accrued Interest	Annual Income	Yield at Market
SA0000560	TRUIST BK TRUST DEPOSIT ACCT-RIS			58,253	58,253	-	58,253	183	2,428	4.17%
	Subtotal			58,253	58,253	-	58,253	183	2,428	4.17%
023135BY1	AMAZON.COM INC 1.650% 5/12/28	A1	05/12/28	50,000	46,702	(3,298)	46,954	50	825	1.76%
037833BY5	APPLE INC 3.250% 2/23/26	AAA	02/23/26	60,000	59,325	(675)	59,623	163	1,950	3.27%
084670BS6	BERKSHIRE HATHAWAY 3.125% 3/15/26	AA2	03/15/26	50,000	49,076	(924)	49,611	-	1,563	3.15%
166756BB1	CHEVRON USA INC 4.475% 2/26/28	AA2	02/26/28	50,000	50,535	535	50,597	746	2,238	4.42%
17275RBQ4	CISCO SYSTEMS INC 4.800% 2/26/27	A1	02/26/27	50,000	50,696	696	50,607	13	2,400	4.74%
30231GBD3	EXXON MOBIL CORP 2.275% 8/16/26	AA2	08/16/26	50,000	48,014	(1,986)	49,029	-	1,138	2.32%
30303M8G0	META PLATFORMS INC 3.500% 8/15/27	AA3	08/15/27	50,000	49,415	(585)	49,522	63	1,750	3.53%
3130ANE48	FHLB 1.000% 8/17/26	AAA	08/17/26	200,000	200,000	-	193,048	-	2,000	1.04%
3133EL3P7	FFCB 0.530% 8/12/25	AAA	08/12/25	250,000	249,750	(250)	248,860	55	1,325	0.53%
3136G45H2	FNMA 0.500% 10/29/25	AAA	10/29/25	55,000	54,945	(55)	54,303	-	275	0.51%
341081GN1	FLORIDA POWER & LGHT 4.400% 5/15/28	AA2	05/15/28	50,000	50,182	182	50,374	116	2,200	4.37%
341271AD6	FLORIDA ST BRD 1.258% 7/01/25	AA3	07/01/25	185,000	185,000	-	185,000	228	2,327	1.26%
341271AD6	FLORIDA ST BRD 1.258% 7/01/25	AA3	07/01/25	40,000	40,006	6	40,000	-	503	1.26%
341271AE4	FLORIDA ST BRD 1.705% 7/01/27	AA3	07/01/27	125,000	116,707	(8,293)	119,044	485	2,131	1.79%
392274M60	GTR ORLANDO FL AVIA 2.722% 10/01/27	AA3	10/01/27	200,000	190,776	(9,224)	194,482	2,601	5,444	2.80%
43232VVH1	HILLSBOROUGH CNTY FL 1.915% 7/01/25	A2	07/01/25	200,000	200,000	-	200,000	-	3,830	1.91%
478160BY9	JOHNSON & JOHNSON 2.450% 3/01/26	AAA	03/01/26	50,000	48,760	(1,240)	49,379	-	1,225	2.48%
532457CU0	ELI LILLY & CO 4.550% 2/12/28	AA3	02/12/28	40,000	40,309	309	40,527	233	1,820	4.49%
57636QBA1	MASTERCARD INC 4.100% 1/15/28	AA3	01/15/28	50,000	49,999	(2)	50,220	558	2,050	4.08%
59334PJC2	MIAMI-DADE CNTY FL 1.250% 7/01/27	AA	07/01/27	75,000	69,435	(5,565)	71,289	315	938	1.31%
593561BE2	MIAMI GARDENS FL 1.339% 7/01/25	AA3	07/01/25	125,000	125,000	-	125,000	-	1,674	1.34%
742718EV7	PROCTER & GAMBLE CO 2.850% 8/11/27	AA3	08/11/27	50,000	48,737	(1,263)	48,923	67	1,425	2.91%
882508CE2	TEXAS INSTRS INC 4.600% 2/08/27	AA3	02/08/27	50,000	50,550	550	50,456	128	2,300	4.56%
91282CEV9	U.S. TREASURY NOTES 3.250% 6/30/29	AAA	06/30/29	75,000	73,681	(1,319)	73,629	-	2,438	3.31%
91282CHQ7	U.S. TREASURY NOTES 4.125% 7/31/28	AAA	07/31/28	220,000	220,568	568	222,655	-	9,075	4.08%
91282CJW2	U.S. TREASURY NOTES 4.000% 1/31/29	AAA	01/31/29	170,000	169,230	(770)	171,533	168	6,800	3.96%
91282CJX0	U.S. TREASURY NOTES 4.000% 1/31/31	AAA	01/31/31	170,000	168,566	(1,434)	171,202	168	6,800	3.97%
91282CKC4	U.S. TREASURY NOTES 4.250% 2/28/31	AAA	02/28/31	315,000	313,437	(1,563)	321,080	655	13,388	4.18%
91282CKU4	U.S. TREASURY NOTES 4.625% 5/31/31	AAA	05/31/31	165,000	168,261	3,261	171,296	-	7,631	4.45%
91282CKU4	U.S. TREASURY NOTES 4.625% 5/31/31	AAA	05/31/31	125,000	130,253	5,253	129,770	-	5,781	4.45%
91282CLD1	U.S. TREASURY NOTES 4.125% 7/31/31	AAA	07/31/31	100,000	102,198	2,198	101,148	314	4,125	4.08%
91282CLZ2	U.S. TREASURY NOTES 4.125% 11/30/31	AAA	11/30/31	100,000	98,852	(1,148)	101,012	-	4,125	4.08%
91282CNF4	U.S. TREASURY BONDS 4.125% 5/31/32		05/31/32	120,000	119,288	(713)	121,013	54	4,950	4.09%
	Subtotal			3,665,000	3,638,250	(26,750)	3,661,184	7,181	108,442	2.96%
	Total			3,723,253	3,696,503	(26,750)	3,719,436	7,364	110,870	2.98%



Ridership Summary

June 30, 2025

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
36		37		38	
37		36		28	
37		36		37	
37		37		36	
37					

Total Monthly Passengers:

469

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
96		90		95	
96		97		78	
96		98		66	
96		55		96	
98					

Total Monthly Revenue Miles:

1157.0

Total Scheduled Revenue Miles

1414.9

Total Vehicle Hours

118.9

Total Revenue Hours

108.0

Service Days

13

Missed Service in Minutes

410

Passengers per revenue hour

4.3

Total Monthly Vehicle Miles:

1,462.5

	<u>AM - 1st day this month</u>	<u>PM - Last day this month</u>	
Veh 2017	80,476	81,872	1,396.0
Veh 1701	66,466	66,733	267.0



TOWN OF HILLSBORO BEACH

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Hillsboro Beach, FL 33062

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Agenda Item Cover Memo

Agenda Item: FY 2024 Audit Report

Submitting Dept: Finance, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Town of Hillsboro Beach FY 2024 Audit Report

**TOWN OF HILLSBORO BEACH, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**TOWN OF HILLSBORO BEACH, FLORIDA
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INDEPENDENT AUDITOR'S REPORT

To the Town Commission
Town of Hillsboro Beach, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Hillsboro Beach, Florida (the "Town") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The Town's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and the items listed as required supplementary information as shown in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2025, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

June 27, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Town of Hillsboro Beach, Florida ("Town") would like to offer the readers of the Town's financial statements this discussion and analysis of the financial activities of the Town's financial statements for the fiscal year ended September 30, 2024. Please read it in conjunction with the Town's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the Town exceeded its liabilities and deferred inflows of resources at the close of the fiscal year ended September 30, 2024, resulting in a net position balance of \$3,875,860.
- The Town's net position increased by \$802,225 in comparison with the prior year. The key components of the Town's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the Town's governmental funds reported a total ending fund balance of \$5,092,384, an increase of \$537,795 in comparison with the prior year. Of the total fund balance, \$128,526 is non-spendable for inventory and prepaid items; \$596,555 is restricted related to building services, \$864,950 is restricted related to forfeitures and seizures, \$431,451 assigned for subsequent year's budget, and \$3,070,902 is unassigned fund balance which is available for spending at the Town's discretion.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the Town's basic financial statements. The Town's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

1) Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the Town's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (government activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Town include general government, public safety, physical environment, transportation and building and engineering. The business-type activities of the Town include the water utility operation.

OVERVIEW OF THE FINANCIAL STATEMENTS (Continued)

2) Fund Financial Statement

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a Town's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town maintains three governmental funds for external reporting. Information is presented in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and building fund which are considered major funds and the law enforcement special revenue fund which is considered a non-major fund.

The Town adopts an annual appropriated budget for its general fund and building fund. A budgetary comparison schedule has been provided for the general fund and building fund to demonstrate compliance with this budget.

Proprietary Funds

The Town maintains one type of proprietary fund: an enterprise fund. An enterprise fund is used to report the same function presented as business-type activities in the government-wide financial statements. The Town uses an enterprise fund to account for its water distribution and plant operations within the Town.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

3) Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets plus deferred outflows of resources exceeded liabilities and deferred inflows of resources at the close of the most recent fiscal year.

Key components of the Town's net position are reflected in the following table:

	NET POSITION					
	Governmental activities		Business-type activities		Total	
	2024	2023	2024	2023	2024	2023
Current and other assets	\$ 6,083,889	\$ 5,300,528	\$ 3,896,885	\$ 4,108,100	\$ 9,980,774	\$ 9,408,628
Capital assets, net of depreciation	1,503,506	1,560,891	9,719,378	9,963,324	11,222,884	11,524,215
Total assets	7,587,395	6,861,419	13,616,263	14,071,424	21,203,658	20,932,843
Deferred outflows of resources	1,301,893	1,097,169	56,763	36,904	1,358,656	1,134,073
Current liabilities	854,534	554,968	95,838	68,758	950,372	623,726
Long-term liabilities	9,073,166	9,395,173	7,842,955	8,285,677	16,916,121	17,680,850
Total liabilities	9,927,700	9,950,141	7,938,793	8,354,435	17,866,493	18,304,576
Deferred inflows of resources	651,208	500,423	168,753	188,282	819,961	688,705
Net position						
Net investment in capital assets	1,503,506	1,560,891	2,322,069	2,137,234	3,825,575	3,698,125
Restricted	1,461,505	1,014,831	825,116	822,646	2,286,621	1,837,477
Unrestricted	(4,654,631)	(5,067,698)	2,418,295	2,605,731	(2,236,336)	(2,461,967)
Total net position	\$ (1,689,620)	\$ (2,491,976)	\$ 5,565,480	\$ 5,565,611	\$ 3,875,860	\$ 3,073,635

A portion of the Town's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the Town's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The Town's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing revenues exceeded the cost of operations, beach nourishment and depreciation expense.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key elements of the change in the Town's net position are reflected in the following table:

	CHANGES IN NET POSITION					
	FOR THE FISCAL YEAR ENDED SEPTEMBER 30,					
	Governmental activities		Business-type activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	\$ 2,291,958	\$ 1,231,627	\$ 1,754,606	\$ 1,701,196	\$ 4,046,564	\$ 2,932,823
Operating grants and contributions	227,475	114,952	-	-	227,475	114,952
Capital grants and contributions	302,268	400,349	-	-	302,268	400,349
General revenues:						
Property taxes	6,085,803	5,605,532	-	-	6,085,803	5,605,532
Utility and franchise fees	294,494	310,214	-	-	294,494	310,214
Intergovernmental revenue	282,528	301,950	-	-	282,528	301,950
Unrestricted investment earnings	441,514	199,623	148,565	65,195	590,079	264,818
Gain (loss) on the disposition of fixed assets	16,116	(27,440)	-	(20,667)	16,116	(48,107)
Miscellaneous	-	-	46,311	46,826	46,311	46,826
Total revenues	9,942,156	8,136,807	1,949,482	1,792,550	11,891,638	9,929,357
Expenses:						
Governmental activities:						
General government	1,170,232	1,105,803	-	-	1,170,232	1,105,803
Public safety	5,060,446	5,340,282	-	-	5,060,446	5,340,282
Physical environment	723,379	4,757,707	-	-	723,379	4,757,707
Transportation	75,684	66,993	-	-	75,684	66,993
Building and engineering	1,990,639	1,025,342	-	-	1,990,639	1,025,342
Debt issuance costs	-	48,912	-	-	-	48,912
Interest expense	169,420	59,722	-	-	169,420	59,722
Business - type activities:						
Water utilities	-	-	1,899,613	1,597,646	1,899,613	1,597,646
Total expenses	9,189,800	12,404,761	1,899,613	1,597,646	11,089,413	14,002,407
Transfers	50,000	50,000	(50,000)	(50,000)	-	-
Change in net position	802,356	(4,217,954)	(131)	144,904	802,225	(4,073,050)
Net position - beginning	(2,491,976)	1,725,978	5,565,611	5,420,707	3,073,635	7,146,685
Net position - ending	\$ (1,689,620)	\$ (2,491,976)	\$ 5,565,480	\$ 5,565,611	\$ 3,875,860	\$ 3,073,635

Governmental activities

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was \$9,189,800. These activities were financed primarily through revenues, which consist primarily of ad valorem taxes and permit revenues. The increase in total revenues in fiscal year 2024 is primarily the result of an increase in ad valorem taxes due to rising property values, increase in permit revenues and increased investment earnings in the current fiscal year. The decrease in current fiscal year expenses is due primarily to lower beach renourishment expenditures.

Business-type activities

Business-type activities reflect the operations of the water facilities within the Town. The cost of operations is covered primarily by charges to customers. The increase in general revenues in the current fiscal year is primarily due to higher investment earnings. The increase in current fiscal year expenses is mainly due to increases in operation and maintenance expenses and debt service fees.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the Town pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Town Commission. Actual general fund and building fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

CAPITAL ASSETS

At September 30, 2024, the Town had \$3,642,260 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$2,138,754 has been taken, which resulted in a net book value of \$1,503,506. The Town's business-type activities reported net capital assets of \$9,719,378. More detailed information about the Town's capital assets is presented in the notes of the financial statements.

CAPITAL DEBT

At September 30, 2024, the District had loans outstanding of \$3,571,528 for its governmental activities. At September 30, 2024, the Town had loans outstanding of \$7,397,309 for its business-type activities. More detailed information about the Town's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The Town's local economy is primarily services for retirees, while commercial retail and service activity combine for a small segment. A large portion of the Town's residents are seasonal. Consequently, local economic detriments affect the Town to a lesser extent due to the broad natural and worldwide composition of the Town's seasonal resident.

The Town will be starting another renourishment project in March to April 2025 with regards to Hurricane Dorian. The project is expected to be approximately 87% funded by grants funds from FEMA (75%) and the State (12.5%). The total costs of the project are expected to be between \$5 to \$6 million.

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Town's finances and to demonstrate the Town's accountability for the financial resources it manages and the stewardship of the facilities it maintains.

Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Town's finance department c/o Inframark, 11555 Heron Bay Boulevard, Suite 201, Coral Springs, Florida 33076. Telephone 954-603-0033.

TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash	\$ 2,432,669	\$ 992,953	\$ 3,425,622
Investments	2,309,910	1,749,686	4,059,596
Accounts receivable, net	112,762	130,942	243,704
Due from other governments	233,509	-	233,509
Interest receivable	1,563	-	1,563
Lease receivable - current portion	-	30,241	30,241
Inventory	9,721	-	9,721
Prepays	118,805	2,137	120,942
Restricted assets:			
Cash	864,950	848,314	1,713,264
Noncurrent assets:			
Lease receivable	-	142,612	142,612
Capital assets:			
Nondepreciable	30,000	137,613	167,613
Depreciable, net	1,473,506	9,581,765	11,055,271
Total assets	<u>7,587,395</u>	<u>13,616,263</u>	<u>21,203,658</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension	1,273,530	53,430	1,326,960
OPEB	28,363	3,333	31,696
Total deferred outflows of resources	<u>1,301,893</u>	<u>56,763</u>	<u>1,358,656</u>
LIABILITIES			
Accounts payable	405,733	72,640	478,373
Accrued liabilities	360,495	-	360,495
Accrued interest payable	80,181	23,198	103,379
Customer deposits	8,125	-	8,125
Noncurrent liabilities:			
Due in less than one year:			
Note payable	403,472	428,880	832,352
Compensated absences	23,167	6,464	29,631
Due in more than one year:			
Note payable	3,168,056	6,968,429	10,136,485
Compensated absences	503,657	87,845	591,502
Total Other Post Employment Benefit (OPEB) liability	191,684	7,198	198,882
Net pension liability	4,783,130	344,139	5,127,269
Total liabilities	<u>9,927,700</u>	<u>7,938,793</u>	<u>17,866,493</u>
DEFERRED INFLOWS OF RESOURCES			
Pension	538,809	1,692	540,501
OPEB	112,399	12,391	124,790
Leases	-	154,670	154,670
Total deferred inflows of resources	<u>651,208</u>	<u>168,753</u>	<u>819,961</u>
NET POSITION			
Net investment in capital assets	1,503,506	2,322,069	3,825,575
Restricted for debt service	-	825,116	825,116
Restricted for building services	596,555	-	596,555
Restricted for forfeitures and seizures	864,950	-	864,950
Unrestricted	(4,654,631)	2,418,295	(2,236,336)
Total net position	<u>\$ (1,689,620)</u>	<u>\$ 5,565,480</u>	<u>\$ 3,875,860</u>

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position		Total	
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities		Business-type Activities
Primary government:							
Governmental activities:							
General government	\$ 1,170,232	\$ 2,216,747	\$ -	\$ -	\$ 1,046,515	\$ -	\$ 1,046,515
Public safety	5,060,446	-	-	302,268	(4,758,178)	-	(4,758,178)
Physical environment	723,379	75,211	227,475	-	(420,693)	-	(420,693)
Transportation	75,684	-	-	-	(75,684)	-	(75,684)
Building and engineering	1,990,639	-	-	-	(1,990,639)	-	(1,990,639)
Interest	169,420	-	-	-	(169,420)	-	(169,420)
Total governmental activities	9,189,800	2,291,958	227,475	302,268	(6,368,099)	-	(6,368,099)
Business-type activities:							
Water utilities	1,899,613	1,754,606	-	-	-	(145,007)	(145,007)
Total business-type activities	1,899,613	1,754,606	-	-	-	(145,007)	(145,007)
Total	11,089,413	4,046,564	227,475	302,268	(6,368,099)	(145,007)	(6,513,106)
General revenues:							
Property taxes					6,085,803	-	6,085,803
Utility and franchise fees					294,494	-	294,494
Intergovernmental revenue					282,528	-	282,528
Unrestricted investment earnings					441,514	148,565	590,079
Miscellaneous					-	46,311	46,311
Gain (loss) on the disposition of fixed assets					16,116	-	16,116
Transfers in (out)					50,000	(50,000)	-
Total general revenues and transfers					7,170,455	144,876	7,315,331
Change in net position					802,356	(131)	802,225
Net position - beginning					(2,491,976)	5,565,611	3,073,635
Net position - ending					\$ (1,689,620)	\$ 5,565,480	\$ 3,875,860

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUND
SEPTEMBER 30, 2024**

	Major Funds		Non-major	Total Governmental Funds
	General	Building Fund	Special Revenue Fund	
ASSETS				
Cash	\$ 2,037,218	\$ 395,451	\$ -	\$ 2,432,669
Investments	1,936,427	373,483	-	2,309,910
Interest receivable	1,563	-	-	1,563
Accounts receivables, net	81,933	30,829	-	112,762
Due from other governments	233,509	-	-	233,509
Inventory	9,721	-	-	9,721
Prepays	103,805	-	15,000	118,805
Restricted cash	-	-	864,950	864,950
Total assets	<u>\$ 4,404,176</u>	<u>\$ 799,763</u>	<u>\$ 879,950</u>	<u>\$ 6,083,889</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE				
Liabilities:				
Accounts payable	\$ 202,525	\$ 203,208	\$ -	\$ 405,733
Accrued liabilities	383,662	-	-	383,662
Customer deposits	8,125	-	-	8,125
Total liabilities	<u>594,312</u>	<u>203,208</u>	<u>-</u>	<u>797,520</u>
Deferred inflows of resources:				
Unavailable revenue - grants	193,985	-	-	193,985
Total deferred inflows of resources	<u>193,985</u>	<u>-</u>	<u>-</u>	<u>193,985</u>
Fund balance:				
Nonspendable:				
Prepaid items and inventories	113,526	-	15,000	128,526
Restricted:				
Forfeitures and seizures	-	-	864,950	864,950
Building services	-	596,555	-	596,555
Assigned:				
Subsequent year's expenditures	431,451	-	-	431,451
Unassigned	3,070,902	-	-	3,070,902
Total fund balance	<u>3,615,879</u>	<u>596,555</u>	<u>879,950</u>	<u>5,092,384</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 4,404,176</u>	<u>\$ 799,763</u>	<u>\$ 879,950</u>	<u>\$ 6,083,889</u>

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

Fund balance - governmental funds		\$ 5,092,384
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	3,642,260	
Accumulated depreciation	<u>(2,138,754)</u>	1,503,506
Assets recorded in the governmental fund financial statements that are not available to pay for current-period expenditures are unavailable revenue in the governmental funds.		
		193,985
Deferred outflows of resources related to pensions and OPEB are recorded in the statement of net position.		
		1,301,893
Deferred inflows of resources related to pensions and OPEB are recorded in the statement of net position.		
		(651,208)
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Total Other Post Employment Benefit obligation		(191,684)
Net pension liability		(4,783,130)
Interest payable		(80,181)
Note payable		(3,571,528)
Compensated absences due in more than one year		<u>(503,657)</u>
Net position of governmental activities		<u>\$ (1,689,620)</u>

See notes to the financial statements

TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Funds		Non-major	Total Governmental Funds
	General	Building Fund	Special Revenue Fund	
REVENUES				
Property taxes	\$ 6,085,803	\$ -	\$ -	\$ 6,085,803
Licenses and permits	2,055	2,206,867	-	2,208,922
Utility and franchise fees	294,494	-	-	294,494
Intergovernmental	282,528	-	-	282,528
Grant revenue	261,007	-	-	261,007
Fines and forfeitures	-	7,825	302,268	310,093
Net investment earnings	401,903	-	39,611	441,514
Miscellaneous	91,327	-	-	91,327
Total revenues	7,419,117	2,214,692	341,879	9,975,688
EXPENDITURES				
Current:				
General government	1,143,325	-	-	1,143,325
Public safety	4,614,647	-	82,961	4,697,608
Physical environment	689,618	-	-	689,618
Transportation	75,684	-	-	75,684
Building and engineering	-	1,990,639	-	1,990,639
Debt service:				
Principal payment	403,472	-	-	403,472
Interest expense	148,961	-	-	148,961
Capital outlay	199,557	17,134	121,895	338,586
Total expenditures	7,275,264	2,007,773	204,856	9,487,893
Excess (deficiency) of revenues over (under) expenditures	143,853	206,919	137,023	487,795
OTHER FINANCING SOURCES (USES)				
Transfer in/(out)	(27,229)	77,229	-	50,000
Total other financing sources (uses)	(27,229)	77,229	-	50,000
Net change in fund balances	116,624	284,148	137,023	537,795
Fund balance - beginning	3,499,255	312,407	742,927	4,554,589
Fund balance - ending	\$ 3,615,879	\$ 596,555	\$ 879,950	\$ 5,092,384

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
RECONCILIATION OF THE STATEMENTS OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES OF GOVERNMENT FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balance - total governmental funds	\$ 537,795
Amounts reported for governmental activities in the statement of activities are difference because:	
Governmental funds report capital outlays as expenditures, however, in the statement of activities, the cost of those assets is eliminated and are capitalized and reported as capital assets in the statement of net position.	181,627
Certain revenues were unavailable for the fund financial statements in the prior fiscal year. In the current fiscal year, these revenues were recorded in the governmental fund financial statements.	(33,532)
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	403,472
Depreciation on capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.	(239,012)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. The details of the differences are as follows:	
Pension expense	31,033
Change in compensated absence	(73,869)
Other Post Employment Benefit expense	15,301
Change in accrued interest	(20,459)
Change in net position of governmental activities	\$ 802,356

See notes to the financial statements

TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF NET POSITION - PROPRIETARY FUND
SEPTEMBER 30, 2024

	Enterprise Fund
	Water Utility
ASSETS	
Current assets:	
Cash	\$ 992,953
Investments	1,749,686
Accounts receivable, net	130,942
Lease receivable-current portion	30,241
Prepaid expenses	2,137
Restricted cash	848,314
Total current assets	3,754,273
Noncurrent assets:	
Lease receivable	142,612
Capital assets:	
Construction in progress	137,613
Buildings	2,038,779
Distribution system	11,743,713
Plant improvements	608,583
Infrastructure	102,068
Meters	412,136
Vehicles	104,552
Machinery and equipment	144,706
Less accumulated depreciation	(5,572,772)
Total capital assets, net	9,719,378
Total noncurrent assets	9,861,990
Total assets	13,616,263
DEFERRED OUTFLOWS OF RESOURCES	
Pension	53,430
OPEB	3,333
Total deferred outflows of resources	56,763
LIABILITIES	
Current liabilities:	
Accounts payable and accrued liabilities	72,640
Accrued interest payable	23,198
Compensated absences	6,464
Current portion of loan payable	428,880
Total current liabilities	531,182
Noncurrent liabilities:	
Loan payable	6,968,429
Compensated absences	87,845
Net pension liability	344,139
Total Other Post Employment Benefit liability	7,198
Total noncurrent liabilities	7,407,611
Total liabilities	7,938,793
DEFERRED INFLOWS OF RESOURCES	
Pension	1,692
OPEB	12,391
Leases	154,670
Total deferred inflows of resources	168,753
NET POSITION	
Net investment in capital assets	2,322,069
Restricted for debt service	825,116
Unrestricted	2,418,295
Total net position	\$ 5,565,480

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Enterprise Fund <u>Water Utility</u>
OPERATING REVENUES	
Charges for services	\$ 1,754,606
Total operating revenues	<u>1,754,606</u>
OPERATING EXPENSES	
Salaries and benefits	615,656
Operating	303,087
Repairs and maintenance	347,557
Depreciation and amortization	<u>381,559</u>
Total operating expense	<u>1,647,859</u>
Operating income	<u>106,747</u>
NON OPERATING REVENUES (EXPENSES)	
Interest and net investment earnings	148,565
Interest expense	(116,050)
Other debt service costs	(135,704)
Miscellaneous revenue	<u>46,311</u>
Total non operating revenue (expenses)	<u>(56,878)</u>
Income before transfers	49,869
Transfers out	<u>(50,000)</u>
Change in net position	(131)
Net position - beginning	<u>5,565,611</u>
Net position - ending	<u>\$ 5,565,480</u>

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF CASH FLOWS - PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Enterprise Fund <u>Water Utility</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers and users	\$ 1,761,664
Payments to employees	(635,238)
Payments to suppliers of goods and services	<u>(447,995)</u>
Net cash provided (used) by operating activities	<u>678,431</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:	
Miscellaneous revenue	42,805
Transfer out	<u>(50,000)</u>
Net cash provided (used) by noncapital financing activities	<u>(7,195)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Purchases of capital assets	(137,613)
Other debt service costs	(135,704)
Principal paid	(428,781)
Interest paid	<u>(118,520)</u>
Net cash provided (used) by capital and related financing activities	<u>(820,618)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest earnings	148,565
Purchase of investments	<u>48,987</u>
Net cash provided (used) by investing activities	<u>197,552</u>
Net increase (decrease) in cash and cash equivalents	48,170
Cash and cash equivalents - October 1	<u>1,793,097</u>
Cash and cash equivalents - September 30	<u>\$ 1,841,267</u>
Reconciliation of operating income (loss) to net cash provided (used) by operating activities	
Operating income (loss)	\$ 106,747
Adjustments to reconcile operating income (loss) to net cash provided (used) by Operating Activities:	
Depreciation and amortization	381,559
FRS/HIS pension expense	(3,028)
OPEB expense	(1,741)
(Increase) decrease in accounts receivable	7,058
(Increase) decrease in prepaids	(1,139)
(Increase) decrease in deposits	174,238
Increase (decrease) in accounts payable	29,550
Increase (decrease) in compensated absences	<u>(14,813)</u>
Total adjustments	571,684
Net cash provided (used) by operating activities	<u>\$ 678,431</u>

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

The Town of Hillsboro Beach, Florida (the “Town”) was incorporated in 1939, under the provisions of the State of Florida. The Town is governed by a Mayor, Vice Mayor, and Town Commission which appoints a Town Manager. The Town provides the following services to its residents: public safety, sanitation, road and street facilities, parks, planning and zoning, general administrative services, and water utility. The Town Commission, (Commission) is responsible for legislative and fiscal control of the Town.

The financial statements were prepared in accordance with Governmental Accounting Standards Board (“GASB”) Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the Town is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the Town are such that, if excluded, the financial statements of the Town would be considered incomplete or misleading. There are no entities considered to be component units of the Town; therefore, the financial statements include only the operations of the Town.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Town. For the most part, the effect of inter-fund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures as well as expenditures related to compensated absences and claims and judgments are recorded only when payment is due.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Property Taxes

Property taxes are ad valorem and levied each November 1 on property as of the previous January 1. The Broward County, Florida Tax Collector's Office bills and collects ad valorem taxes on behalf of the Town. The ad valorem tax rate for fiscal year ended September 30, 2024 was \$3.50 per \$1,000 of assessed taxable property value. Ad valorem taxes are due for payment on March 31 and become delinquent April 1. Tax certificates are sold to satisfy liens on delinquent assessments in July. Property taxes relating to the current budget and collected within 60 days after the year end of the budget period are recognized as revenue.

In the governmental fund, property taxes, assessments franchise fees, licenses and permits, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of receivables due within the current fiscal period is considered to be susceptible to accrual as revenue for the current period. All other revenue items are considered to be measurable and available only when cash is received by the Town. In the government-wide financial statements property taxes are recorded when assessed and levied.

The Town reports the following major governmental funds:

General Fund

The General Fund is the general operating fund of the Town. It is used to account for all financial resources except those required to be accounted for in another fund.

Building Fund

This special revenue fund accounts for revenue and expenditures applicable to the building function. The revenues received are from the issuance of licenses and permits.

The Town also reports the following non-major governmental funds:

Law Enforcement Trust Fund

This special revenue fund accounts for revenue and expenditures related to federal forfeiture funds.

The Town reports the following major proprietary fund:

Water Fund

This enterprise fund is used to account for the operations of the water utility services within the Town. The costs of providing services to the residents are recovered primarily through user charges.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's enterprise fund are charges to customers for sales and services. Operating expenses of the enterprise fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses. As a general rule, the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the Town's various utility functions and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to debt covenants or other contractual restrictions.

Deposits and Investments

The Town considers cash on hand, demand deposits, and all other short-term investments that are highly liquid as cash equivalents. Highly liquid short-term investments are those readily convertible to a known amount of cash, and at the day of purchase, have a maturity date no longer than three months.

The Town has adopted a written investment policy, which complies with the requirements of Section 218.415 Florida Statutes. All investments comply with the requirements of the written investment policy. The Town may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) U.S. Government Securities;
- c) Bonds, debentures, notes or callable issued or guaranteed by U.S. Government Agencies provided they are backed by the full faith and credit of the United States;
- d) Bonds, debentures, notes or callable issued or guaranteed by U.S. Government sponsored agencies;
- e) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- f) Interest bearing time deposits or savings accounts in qualified public depositories;
- g) Repurchase agreement;
- h) Commercial paper of any U.S. company that is rated, at the time of purchase, Prime-1 by Moody's and A-1 by Standard & Poor's. If commercial paper is backed by a letter of credit (LOC), the LOC must be rated A or better by at least two national rating agencies;
- i) Corporate notes that have a minimum rating, at the time of purchase, of Aa by Moody's and AA by Standard & Poor's;
- j) State or local government taxable or tax-exempt debt rated at least Aa by Moody's and AA by Standard & Poor's;
- k) Banker's acceptances issued by a domestic bank or a federally chartered domestic office of a foreign banks office of a foreign bank, which are eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P- 1" by Moody's Investors Services and "A-1" Standard & Poor's.

In addition, surplus funds may be deposited into certificates of deposit which are insured.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The Town has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

The Town records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Receivables and Payables

During the course of operations, transactions occur between individual funds. Any residual balances outstanding between governmental activities and business-type activities for internal borrowing are reported in the government-wide financial statements as “internal balances”.

Accounts and property tax receivables are shown net of an allowance for uncollectible balances. These receivables will be recognized as revenue if they are collected within 60 days of the year end, otherwise they will be deferred at the fund level.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Town as assets with an estimated useful life in excess of one year and a cost greater than \$1,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value.

Interest incurred during the construction phase of capital assets is included as part of the capitalized value of the assets constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the Town are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	10-50
Distribution system, plant improvements, and infrastructure	3-30
Meters, Vehicles, Machinery and equipment	3-10
Improvements other than buildings	5-10

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Leases

The Town is a lessor for a noncancellable lease of land. The Town recognizes a lease receivable and deferred inflow of resources in the government-wide business-type activities and proprietary fund financial statements.

At the commencement of a lease, the Town initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured at the initial amount of the lease receivable, adjusted for lease payments at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimated and judgments include how the Town determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The Town uses its estimated incremental borrowing rate as the discount rate for leases. The rate used in the current lease was 4%.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The Town monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Compensated Absences

Sick and vacation time is granted to employees of the Town for use of vacation, illness or other personal business. Accumulated unpaid personal time off is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for those amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. A liability for accrued compensated absences of the governmental activities that have not matured is not reported in the balance sheet of the governmental funds and, accordingly, represents a reconciling item between the fund and government-wide presentations. Payments are generally paid out of the general fund.

Long-Term Obligations

In the government-wide financial statements and the proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Premiums and discounts are deferred and amortized ratably over the life of the loan. Long-term obligations are reported net of applicable premiums or discounts. Issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The Town can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Town Commission. Commitments may be changed or lifted only by the Town Commission taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Town Commission may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The Town first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the Town's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The Town is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The Town follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the Town Manager submits to the Town Commission a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the Town Commission.
- d) All budget changes must be approved by the Town Commission.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The Town’s cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The Town’s investments were held as follows at September 30, 2024:

Investment	Amortized cost	Fair Value	Level	Credit Rating	Maturities
Corporate Bonds	\$ -	\$ 547,005	2	A1- to AAA	4/13/25 - 8/15/27
Municipal Bonds	-	889,631	2	A2 to AA	7/1/25 - 7/1/27
US Treasuries	-	1,161,586	2	AAA	1/31/29-7/31/31
Federal National Mortgage Association	-	53,105	2	AAA	10/29/2025
Federal Home Loan Mortgage Corp	-	203,897	2	AAA	5/27/2025
Federal Home Loan Bank	-	479,761	2	AAA	10/17/25 - 12/13/28
Federal Farm Credit Bank	-	242,300	2	AAA	8/12/2025
					Weighted average
Florida Prime	482,311	-		AAA	maturities: 39 days
Total Investments	<u>\$ 482,311</u>	<u>\$ 3,577,285</u>			

Custodial credit risk – For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The Town has no formal policy for custodial risk.

The Town’s investments are held by a third party custodian and held in the Town’s name.

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The Town’s policy limits the amount the Town may invest in any one issuer for certain investments types.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Interest rate risk – The Town’s policy limits investment maturities by investment type as a means of managing exposure to fair value losses arising from increasing interest rates.

Fair Value Measurement – When applicable, the Town measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1*: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the Town has the ability to access;
- *Level 2*: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3*: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Fixed income – Some of the underlying securities have observable level 1 quoted pricing inputs. However, while the underlying asset values may be based on quoted market prices, the net asset value of the portfolios is not publicly quoted. Additionally, some of the underlying securities employ matrix pricing. Accordingly, these investments have been reported as level 2.

For external investment pools that qualify to be measured at amortized cost, the pool’s participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes.

External Investment Pool – With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.” With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2024, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100% of their account value.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2024 were as follows:

Fund	Transfers in	Transfers out
General	\$ 50,000	\$ 77,229
Building	77,229	-
Water	-	50,000
Total	<u>\$ 127,229</u>	<u>\$ 127,229</u>

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the Town, transfers from the enterprise fund to the general fund were in accordance with the current fiscal year budget. Transfers from the general fund to the building fund were to finance a deficit in the planning and zoning department and was partially budgeted.

NOTE 6 – RECEIVABLES

Receivables other than leases receivable at September 30, 2024 are as follows:

	General	Building	Water	Total
State of Florida	\$ -	\$ -	\$ -	\$ -
Franchise fee	80,282	-	-	80,282
Brow ard County	18,507	-	-	18,507
Intergovernmental	16,406	-	-	16,406
Grants	198,597	-	-	198,597
Other receivables	27,722	9,031	22,811	59,564
Customer accounts receivable	-	21,798	153,889	175,687
Gross receivables	<u>341,514</u>	<u>30,829</u>	<u>176,700</u>	<u>549,043</u>
Less: Allow ance for uncollectible accounts	(26,072)	-	(45,758)	(71,830)
Receivables, net	<u>\$ 315,442</u>	<u>\$ 30,829</u>	<u>\$ 130,942</u>	<u>\$ 477,213</u>

NOTE 7 – CAPITAL ASSETS

Capital asset activity for the governmental activities for the fiscal year ended September 30, 2024 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land	\$ 30,000	\$ -	\$ -	\$ 30,000
Total capital assets, not being depreciated	<u>30,000</u>	<u>-</u>	<u>-</u>	<u>30,000</u>
Capital assets, being depreciated				
Buildings	2,032,501	-	-	2,032,501
Machinery and equipment	1,337,352	172,256	(136,161)	1,373,447
Improvements other than buildings	201,801	9,371	(4,860)	206,312
Total capital assets, being depreciated	<u>3,571,654</u>	<u>181,627</u>	<u>(141,021)</u>	<u>3,612,260</u>
Less accumulated depreciation for:				
Buildings	880,922	42,475	-	923,397
Machinery and equipment	988,866	190,683	(136,161)	1,043,388
Improvements other than buildings	170,975	5,854	(4,860)	171,969
Total accumulated depreciation	<u>2,040,763</u>	<u>239,012</u>	<u>(141,021)</u>	<u>2,138,754</u>
Total capital assets, being depreciated, net	<u>1,530,891</u>	<u>(57,385)</u>	<u>-</u>	<u>1,473,506</u>
Governmental activities capital assets, net	<u>\$ 1,560,891</u>	<u>\$ (57,385)</u>	<u>\$ -</u>	<u>\$ 1,503,506</u>

NOTE 7 – CAPITAL ASSETS (Continued)

Depreciation expense was charged to the following function/programs as follows:

General government	\$ 31,452
Public safety	207,560
	<u>\$ 239,012</u>

Capital asset activity for the business-type activities for the fiscal year ended September 30, 2024 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Business-type Activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ -	\$ 137,613	\$ -	\$ 137,613
Total capital assets, not being depreciated	-	137,613	-	137,613
Capital assets, being depreciated				
Buildings	2,038,779	-	-	2,038,779
Distribution system	11,743,713	-	-	11,743,713
Plant improvements	608,583	-	-	608,583
Infrastructure	102,068	-	-	102,068
Meters	412,136	-	-	412,136
Vehicles	104,552	-	-	104,552
Machinery and equipment	144,706	-	-	144,706
Total capital assets, being depreciated	15,154,537	-	-	15,154,537
Less accumulated depreciation for:				
Buildings	1,100,230	94,141	-	1,194,371
Distribution system, plant improvements, and infrastructure	3,325,008	283,588	-	3,608,596
Meters, Vehicles, Machinery & Equipment	765,975	3,830	-	769,805
Total accumulated depreciation	5,191,213	381,559	-	5,572,772
Total capital assets, being depreciated, net	9,963,324	(381,559)	-	9,581,765
Business-type activities capital assets, net	\$ 9,963,324	\$ (243,946)	\$ -	\$ 9,719,378

NOTE 8 – LONG-TERM LIABILITIES

Changes in long-term liability activity for the fiscal year ended September 30, 2024 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due in less than one year
<u>Governmental activities</u>					
Direct borrow ing;					
2023 Beach renourishment note	\$ 3,975,000	\$ -	\$ (403,472)	\$ 3,571,528	\$ 403,472
Compensated absences	452,964	246,135	(172,275)	526,824	23,167
	<u>\$ 4,427,964</u>	<u>\$ 246,135</u>	<u>\$ (575,747)</u>	<u>\$ 4,098,352</u>	<u>\$ 426,639</u>
	Beginning Balance	Additions	Reductions	Ending Balance	Due in less than one year
<u>Business-type activities</u>					
Direct borrow ing;					
Water plant loan ("SRF") - DW062600	\$ 2,563,587	\$ -	\$ (229,510)	\$ 2,334,077	\$ 229,611
Water plant loan ("SRF") - DW062610	5,262,503	-	(199,271)	5,063,232	199,269
Compensated absences	109,122	38,912	(53,725)	94,309	6,464
	<u>\$ 7,935,212</u>	<u>\$ 38,912</u>	<u>\$ (482,506)</u>	<u>\$ 7,491,618</u>	<u>\$ 435,344</u>

NOTE 8 – LONG-TERM LIABILITIES (Continued)

2023 Beach Renourishment Promissory Note

On April 28, 2023, the Town entered into a promissory note agreement with a bank for a principal amount of up to \$3,975,000 with advances under the loan through May 31, 2023. The loan bears an interest rate of 4.49%. The Town shall pay the Lender the accrued interest in arrears commencing on October 1, 2023 and on each April 1 and October 1 thereafter. The Town will pay the Lender principal and interest in equal combined installments beginning on April 1, 2024, and on each April 1 and October 1 thereafter and ending on April 1, 2028 (the "Repayment Period"). Each installment shall be in an amount sufficient to fully amortize the principal balance determined as of the close of business on May 31, 2023, plus the accrued interest thereon, over the Repayment Period. On April 1, 2028, the Town shall pay the Lender the entire unpaid principal balance, together with all accrued and unpaid interest. The purpose of the debt is to provide expenditures related to the renourishment to the beachfront areas of the Town. As of September 30, 2024, the Town owes \$3,571,528 on this loan.

At September 30, 2024, the scheduled debt service requirements on the 2023 Beach Renourishment Promissory Note were as follows:

Year ending September 30:	Principal	Interest	Total
2025	\$ 834,320	\$ 151,100	\$ 985,420
2026	872,202	113,218	985,420
2027	911,803	73,617	985,420
2028	953,203	32,218	985,421
Total	\$ 3,571,528	\$ 370,153	\$ 3,941,681

Water Plant Loan Agreement "SRF" – DW062600

In fiscal year 2012, the Town entered into a state revolving funds loan with the Florida Department of Environmental Protection to provide financing for the water plant construction. The loan is a pass through federal grant from the Environmental Protection Agency. The disbursable funds under the loan were originally \$5,532,317. Interest payable on the original funding amount is 2.42% per annum. The amount of disbursable funds was increased in fiscal year 2013 by \$638,099. During the year fiscal year ended September 30, 2014, the Town received an additional loan disbursement in the amount of \$2,233,322. During the year fiscal year ended September 30, 2016, the Town received an additional disbursement of \$21,800. Interest payable on the additional funding amount is 2% per annum. Loan payments are due beginning on March 15, 2014 and semiannually thereafter on September 15 and March 15 of each year until all amounts due have been fully paid. Each semiannual loan payment shall be in the amount of \$201,998 until the agreement is amended for the final loan amount. In the 2022 fiscal year, the loan agreement was amended to reduce the total loan award to \$5,285,348 plus capitalized interest 66,957 and service fees of \$127,538. Each semiannual loan payment was reduced to \$145,084 from September 15, 2022 until the loan is fully paid. The loan is secured by the pledged revenues of the water fund which are defined as the gross revenues minus the operating expenses and the satisfaction of all yearly payment obligations on account of any senior obligations. The Town is also subject to certain covenants and is mandated to establish water rates going forward so that each fiscal year they will provide pledged revenues which are at least 115% of the principal and interest coming due on the note in such fiscal year. As of September 30, 2024, the Town owes \$2,334,077 on this loan.

At September 30, 2024, the scheduled debt service requirements on water plant loan "SRF" – DW062600 were as follows:

Year ending September 30:	Principal	Interest	Total
2025	\$ 235,201	\$ 54,967	\$ 290,168
2026	240,928	49,241	290,169
2027	246,793	43,375	290,168
2028	252,802	37,366	290,168
2029	258,957	31,212	290,169
2030-2033	1,099,396	59,113	1,158,509
Total	\$ 2,334,077	\$ 275,274	\$ 2,609,351

NOTE 8 – LONG-TERM LIABILITIES (Continued)

Water Main Project Loan Agreement “SRF” – DW062610

In March 2017, the Town entered into a state revolving funds loan with the Florida Department of Environmental Protection to provide financing for the water transmission and distribution construction. The loan is a pass through federal grant from the Environmental Protection Agency. The estimated principal available under the loan is \$6,672,209, which consists of \$6,649,709 to be disbursed and \$22,500 of capitalized interest. Interest payable on the original funding amount is 1.08% per annum. The loan is payable in 40 semiannual payments that was scheduled to begin on May 15, 2018, and semiannually thereafter on November 15 and May 15 of each year until all amounts due have been fully paid. The loan was amended in February 2018 to extend the due date to the first semiannual payment to May 15, 2019. Each semiannual loan payment was in the amount of \$189,665 until the payment amount is adjusted by amendment. In May 2020, the State approved a second amendment to the loan providing for additional financing of \$456,299, excluding capitalized interest. An interest rate of 1.18% is established for the additional financing amount awarded in amendment. Under the amendment, the estimated principal amount of the loan was revised to \$7,164,608, inclusive of \$58,600 in capitalized interest. In fiscal year 2024, a third amendment was made to the SRF DW062610 loan. Under the amendment, the estimated principal amount of the loan was revised to \$6,904,266, inclusive of \$15,593 in capitalized interest and \$135,072 in service fee charges.

The semi-annual loan payments was revised to \$203,725 commencing on November 15, 2019. Through the 2021 fiscal year, the Town received total loan disbursements in the amount of \$6,753,601. The third amendment In fiscal year 2024 reduced the semiannual payment amounts \$203,725 to \$189,112, commencing on May 15, 2024 until amounts are fully paid. As a result of the amendment the final payment date was extended to November 15, 2028. The loan is secured by the pledged revenues of the water fund which are defined as the gross revenues minus the operating expenses and the satisfaction of all yearly payment obligations on account of any senior obligations. The Town is also subjected to certain covenants and is mandated to establish water rates going forward so that each fiscal year they will provide pledged revenues which are at least 115% of the principal and interest coming due on the note in such fiscal year. As of September 30, 2024, the Town owes \$5,063,232, including capitalized interest.

At September 30, 2024, the scheduled debt service requirements on water plant loan “SRF” – DW062610 were as follows:

<u>Year ending September 30:</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 324,254	\$ 63,520	\$ 387,774
2026	327,869	60,004	387,873
2027	331,423	56,449	387,872
2028	335,017	52,856	387,873
2029	338,649	49,224	387,873
2030-2034	1,749,119	190,245	1,939,364
2035-2039	1,656,901	83,702	1,740,603
	<u>\$ 5,063,232</u>	<u>\$ 556,000</u>	<u>\$ 5,619,232</u>

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS)

General Information about the FRS

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

General Information about the FRS

All regular employees of the Town are eligible to enroll as members of the FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' website (www.dms.myflorida.com).

The Town's pension expense totaled \$626,793 for the fiscal year ended September 30, 2024.

FRS Pension Plan

Plan Description – The FRS Pension Plan (Plan) is a cost-sharing, multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The classes of membership within the Town are as follows:

- Regular Class – Member of the FRS who do not qualify for membership in another class.
- Senior Management Service Class – Members in senior management level positions.
- Special Risk – Members of the FRS who are police officers.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of service. Members of the Plan may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 96 months after electing to participate. As of June 5, 2023, when Senate Bill 7024 was signed into law, all eligible members in a regularly established position can elect to participate in DROP for a period not to exceed a maximum of 96 calendar months, at anytime after a member reached his or her normal retirement date. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

FRS Pension Plan (Continued)

Benefits Provided – Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation (AFC). For members initially enrolled before July 1, 2011, the AFC is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the AFC is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

<u>Class, Initial Enrollment, and Retirement Age/Years of Service</u>	<u>% Value</u>
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 years of service	1.68
Special Risk Class	
Service from December 1, 1970 through September 30, 1974	2.00
Service on and after October 1, 1974	3.00
Senior Management Service Class	2.00

Per Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions – The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the current fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Salary</u> <u>October 1, 2023 to June 30, 2024</u>		<u>Percent of Gross Salary</u> <u>July 1, 2024 to September 30, 2024</u>	
	<u>Employee</u>	<u>Employer (1)</u>	<u>Employee</u>	<u>Employer (1)</u>
FRS, Regular	3.00	13.57	3.00	13.63
FRS, Special Risk	3.00	32.67	3.00	32.79
FRS, Senior Management	3.00	34.52	3.00	34.52

(1) Employer rates include a postemployment HIS contribution rate of 2.0% from October 1, 2023 to September 2024. Also, employer rates include .06% for administrative costs of the Investment plan.

The Town's contributions to the Plan totaled \$564,606 for the fiscal year ended September 30, 2024. This excludes the HIS defined benefit pension plan contributions.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

FRS Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2024, the Town reported a liability of \$4,109,689 for its proportionate share of the Plan’s net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Town’s proportionate share of the net pension liability was based on the Town’s contributions for the year ended June 30, 2024 relative to the contributions made during the year ended June 30, 2024 of all participating members. At June 30, 2024, the Town’s proportionate share was .0106%, a decrease of .0004% from its proportionate share measured as of June 30, 2023. For the fiscal year ended September 30, 2024, the Town recognized pension expense of 571,492 related to the FRS Pension Plan. In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 415,189	\$ -
Change of assumptions	563,270	-
Net difference between projected and actual earnings on FRS pension plan investments	-	(273,151)
Changes in proportion and differences between Town FRS contributions and proportionate share of FRS contributions	114,407	(127,873)
Town FRS contributions subsequent to the measurement date	154,006	-
Total	\$ 1,246,872	\$ (401,024)

The deferred outflows of resources related to pensions, totaling \$154,006, resulting from Town contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the subsequent fiscal year.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2025	\$ (121,656)
2026	677,371
2027	65,282
2028	25,886
2029	44,959
Total	\$ 691,842

Actuarial Assumptions – The total pension liability in the July 1, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	3.5%, average, including inflation
Discount rate	6.7%

Mortality rates were based on the PUB-2010 base table which varies by member category and sex, projected generationally with Scale MP-2021. The actuarial assumptions used in the July 1, 2024, valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

FRS Pension Plan (Continued)

Actuarial Assumptions (Continued)

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy’s description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target			
	Allocation (1)	Arithmetic Return	(Geometric) Return	Standard Deviation
Cash	1.0%	3.3%	3.3%	1.1%
Fixed income	29.0%	5.7%	5.6%	3.9%
Global equity	45.0%	8.6%	7.0%	18.2%
Real estate (property)	12.0%	8.1%	6.8%	16.6%
Private equity	11.0%	12.4%	8.8%	28.4%
Strategic investments	2.0%	6.6%	6.2%	8.7%
Total	100.0%			
Assumed inflation - mean			2.4%	1.5%

(1) As outlined in the Plan’s investment policy

Discount Rate – The discount rate used to measure the total pension liability was 6.7 percent. The Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the Town’s Proportionate Share of the Net Position Liability to Changes in the Discount Rate – The following presents the Town’s proportionate share of the net pension liability calculated using the discount rate of 6.7%, as well as what the Town’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.7%) or 1-percentage-point higher (7.7%) than the current rate:

	1% Decrease (5.7%)	Current Discount Rate (6.7%)	1% Increase (7.7%)
Town’s proportionate share of net pension liability	\$ 7,228,799	\$ 4,109,689	\$ 1,496,773

Pension Plan Fiduciary Net Position – Detailed information about the Plan’s fiduciary net position is available in the FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

Payables to the Plan – At September 30, 2024, the Town reported a payable of \$44,603 to the plan.

HIS Pension Plan

Plan Description – The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided – For the fiscal year ended September 30, 2024, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

HIS Pension Plan (Continued)

Contributions – The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2024, the contribution rate was 2% from October 1, 2023 to September 30, 2024, pursuant to section 112.363, Florida Statutes. The Town contributed 100 percent of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The Town’s contributions to the HIS Plan totaled \$49,203, not including the investment plan, for the fiscal year ended September 30, 2024.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2024, the Town reported a net pension liability of \$1,017,580 for its proportionate share of the HIS Plan’s net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Town’s proportionate share of the net pension liability was based on the year ended June 30, 2024 contributions relative to the year ended June 30, 2024 contributions of all participating members. At June 30, 2024, the Town’s proportionate share was .0068%, an increase of .0001% from its proportionate share measured as of June 30, 2023.

For the fiscal year ended September 30, 2024, the Town recognized pension expense of \$55,301 related to the HIS Plan. In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 9,825	\$ (1,954)
Change of assumptions	18,009	(120,468)
Net difference between projected and actual earnings on HIS plan investments	-	(368)
Changes in proportion and differences between Town HIS contributions and proportionate share of HIS contributions	37,456	(16,687)
Town HIS contributions subsequent to the measurement date	14,798	-
Total	<u>\$ 80,088</u>	<u>\$ (139,477)</u>

The deferred outflows of resources related to pensions, totaling \$14,798, resulting from Town contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ending September 30:</u>	<u>Amount</u>
2025	(7,127)
2026	(15,941)
2027	(23,321)
2028	(16,894)
2029	(8,578)
Thereafter	(2,326)
Total	<u>\$ (74,187)</u>

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

HIS Pension Plan (Continued)

Actuarial Assumptions – The total pension liability in the July 1, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	3.5%, average, including inflation
Discount rate	3.93%

Mortality rates were based on the PUB-2010 base table which varies by member category and sex, projected generationally with Scale MP-2021. The actuarial assumptions used in the July 1, 2024, valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

Discount Rate – The discount rate used to measure the total pension liability was 3.93%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Town’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the Town’s proportionate share of the net pension liability calculated using the discount rate of 3.93%, as well as what the Town’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.93%) or 1-percentage-point higher (4.93%) than the current rate:

	1% Decrease (2.93%)	Current Discount Rate (3.93%)	1% Increase (4.93%)
Town’s proportionate share of net pension liability	\$ 1,158,384	\$ 1,017,580	\$ 900,690

Pension Plan Fiduciary Net Position – Detailed information about the HIS Plan’s fiduciary net position is available in the FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

Payables to the Plan – At September 30, 2024, the Town reported payables to the plan of 3,523.

FRS – Defined Contribution Pension Plan

The Town contributes to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the SBA, and is reported in the SBA’s annual financial statements and in the State of Florida Comprehensive Annual Financial Report. Service retirement benefits are based upon the value of the member’s account upon retirement.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Town employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member’s accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Local Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

FRS – Defined Contribution Pension Plan (Continued)

Allocations to the investment member’s accounts during the current fiscal year were as follows:

Class	Percent of Gross Compensation	
	October 1, 2023 to September 30, 2024	
FRS, Regular		8.30%
FRS, Special Risk		16.00%
FRS, Senior Management Class		9.67%

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS covered employment within the five year period, the employee will regain control over their account. If the employee does not return within the five year period, the employee will forfeit the accumulated account balance. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% from and by forfeited benefits of Investment Plan members.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The Town’s Investment Plan pension expense totaled \$106,764 for the fiscal year ended September 30, 2024.

At September 30, 2024, the Town reported payables to the Investment Plan of \$7,677.

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS

Plan Description

Pursuant to Section 112.0801, Florida Statutes, the Town is required to permit participation in the health insurance program by retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. A "retiree" is defined under Section 112.0801 as any officer or employee who retires under a state retirement system or a state optional annuity or retirement program or is placed on disability retirement and who begins receiving retirement benefits immediately after retirement from employment. Retirees pay 100% of the blended (active and retiree combined) equivalent premium rates. The blended rates provided an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the plan on average than those of active employees. The plan is a single employer plan. During the current fiscal year, the Town provided a stipend of \$125 to two retirees towards the costs of their healthcare. At fiscal year end, only one retiree was receiving a stipend of \$125 towards the costs of his healthcare. This stipend will cease if the former employees become re-employed again. The plan has no assets accumulated in a GASB-compliant trust.

The plan does not issue separate financial statements.

At September 30, 2024, the following employees were covered by benefit terms:

Inactive employees or beneficiaries currently receiving benefits	-
Inactive employees entitled to, but not yet receiving benefits	-
Active employees	<u>27</u>
Total	<u><u>27</u></u>

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

Changes in Total OPEB Liability

Sources of changes in the total OPEB liability were as follows:

	Total OPEB Liability
Beginning balance	\$ 189,899
Changes due to:	
Service cost	12,928
Expected interest growth	8,073
Demographic experience	(3,715)
Assumption changes	(247)
Benefit payments and refunds	<u>(8,056)</u>
Ending balance	<u>\$ 198,882</u>

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2024, the Town recognized OPEB expense of (\$17,042). In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Balance at September 30, 2023	\$ 39,428	\$ 158,547
Amortization payments	(7,732)	(37,719)
Change of assumptions	-	247
Demographic gain /loss	-	3,715
Balance at September 30, 2024	<u>\$ 31,696</u>	<u>\$ 124,790</u>

The amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2025	\$ 29,987
2026	29,987
2027	14,139
2028	7,641
2029	9,142
Thereafter	<u>2,198</u>
Total	<u>\$ 93,094</u>

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

Actuarial Assumptions

Significant actuarial assumptions used to calculate the total OPEB liability were as follows:

Measurement date	September 30, 2024
Actuarial valuation date	October 1, 2023
Actuarial assumptions:	
Investment rate of return	4.06% per year; this rate was used to discount all future benefit payments and is based on the return on the S&P Municipal Bond 20-year High Grade Index as of the measurement date.
Salary increases	3% per year
Cost-of-living increases	Retiree contributions, health insurance premiums, and the implied subsidy have been assumed to increase in accordance with the healthcare cost trend rates
Healthcare cost trend rates	Increases in healthcare costs are assumed to be 8% for the 2023/24 fiscal year graded down by 0.50% per year to 5.00% for the 2029/30 and later fiscal years.
Age-related morbidity	Healthcare costs are assumed to increase at the rate of 3.50% for each year of age.
Implied subsidy	Because the insurance carrier charges the same monthly rate for health insurance regardless of age, an implied monthly subsidy of \$525.00 per individual has been assumed at age 62 for the 2023/24 fiscal year; at other ages, the implied subsidy was developed based on the age-related morbidity assumption and, for other fiscal years, the implied subsidy was increased in accordance with the healthcare cost trend rates. The implied subsidy is assumed to disappear at age 65.
Mortality basis	Sex-distinct rates set forth in the PUB-2010 Mortality Table (without income adjustments) for general and public safety employees, with full generational improvements in mortality using Scale MP-2020.
Retirement	For general employees, retirement is assumed to occur at age 62 with six years of service or at any age with 30 years of service; for police officers, retirement is assumed to occur at age 52 with six years of service or at any age with 25 years of service.
Other decrements	Assumed employment termination is based on the Scale 155 table; assumed disability is based on the Wyatt 1985 Disability Study (Class 4 rates were used for police officers and Class 1 rates were used for general employees).
Coverage election	25% of eligible employees are assumed to elect single medical coverage upon retirement or disability.
Changes:	Since the prior measurement date, the discount rate was decreased from 4.91% per annum to 4.06% per annum; the healthcare cost trend rates were increased from 6.50% for the 2023/24 fiscal year graded down to 5.00% for the 2026/27 and later fiscal years to the amounts shown above; and the implied subsidy at age 62 for the 2023/24 fiscal year was decreased from \$588.50 per month to \$525.00 per month.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Town, as well as what the Town's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.06%) or 1-percentage-point higher (5.06%) than the current discount rate:

1% Decrease (3.06%)	Current Discount Rate (4.06%)	1% Increase (5.06%)
\$ 218,758	\$ 198,882	\$ 181,385

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

Sensitivity of the Total OPEB Liability Using Alternative Healthcare Cost Trend Rates

The following presents the net OPEB liability of the Town, as well as what the Town’s net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (7% decreasing to 4%) or 1-percentage-point higher (9% decreasing to 6%) than the current healthcare cost trend rates:

1% Decrease (7% decreasing to 4%)	Healthcare Cost Trend Rates (8.0% Graded Down to 5%)	1% Increase (9% decreasing to 6%)
\$ 176,983	\$ 198,882	\$ 224,634

NOTE 11 – LEASES

The Town is a lessor for a non-cancellable lease of land. The Town recognized a lease receivable and deferred inflow of resources in the government-wide business-type activities and proprietary fund financial statements. At September 30, 2024, the Town reported a lease receivable of \$172,853. Also, the District has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. The discount rate used to measure the lease deferred inflow of resources and lease receivable 4%. As of September 30, 2024, the balance of the deferred inflow of resources was \$154,670.

During the current fiscal year, the Town recognized revenues related to lease as follows:

	Fiscal Year Ending 9/30/2024
Lease Revenue	
Land	33,747
Total Lease Revenue	33,747
Interest Revenue	7,605
Total	41,352

. The lease receivable will be amortized as follows:

	Principal	Interest	Total
2025	\$ 33,013	\$ 6,321	\$ 39,334
2026	35,960	4,947	40,907
2027	39,092	3,451	42,543
2028	42,418	1,828	44,246
2029	22,370	270	22,640
Total	\$ 172,853	\$ 16,817	\$ 189,670

NOTE 12 – COMMITMENTS

Interlocal Agreements

On January 10, 2012, the Town entered into an interlocal agreement with the City of Deerfield Beach, Florida to furnish emergency medical and fire protection services. The agreement had an annual base fee of \$592,540 to be adjusted annually to offset increased costs based upon further changes to the fees paid to Broward Sheriff’s Office (BSO) by the City of Deerfield Beach pursuant to the BSO contract. In the current fiscal year, the fee paid to the City of Deerfield Beach under this agreement was \$954,516.

NOTE 13 – LITIGATION AND CONTINGENCIES

There are erosions problems on Town's beaches caused by groins installed by the City of Deerfield Beach, Florida ("Deerfield Beach"). Certain permits state that if the groins have an adverse impact on the Town it is Deerfield Beach's responsibility to take corrective action. After attempts to negotiate an interlocal agreement with Deerfield Beach failed, the Town took legal action under Chapter 164 of the Florida Statute against the City of Deerfield Beach, Florida to honor the permit conditions regarding the groins. In October 2020, the Town entered a settlement agreement with Deerfield Beach, whereby the parties agree to jointly manage their combined shoreline. Under the agreement, the parties agree to jointly perform and manage renourishment projects every five years during the term of the agreement. The parties agree to use best efforts to minimize cost by using the least expense source of beach compatible sand and maximizing third party funding. Third party funding will be applied first to soft costs then to sand costs, except as limited by FEMA projects. The parties agree to pay their own net sand costs based on the percentage of sand placed on each party's respective profile. Net soft costs will be divided evenly. If the net cost of any renourishment project after deducting third party funding exceeds \$3 million for either party as adjusted by the Construction CPI for the Southeast Florida Region, the project shall not move forward, unless the greater expenditure is agreed to by the affected party. If the parties are unable to obtain third party funding to cover at least 50% of the total cost of the renourishment project in the first two years, the project will not proceed unless the parties agree in writing. If the parties are unable to obtain third party funding to cover at least 50% of the total cost of the renourishment project in year three, the project will proceed subject to the monetary cap. In addition, the parties agree to jointly conduct and pay for semi-annual beach monitoring in May and November to be treated as a soft costs. Furthermore, the Town shall file a voluntary dismissal of the litigation with prejudice resolving all claims. Each party will pay their own litigation expenses. The agreement is effective for 30 years from the execution of the first renourishment project contract and may be renewed by mutual agreement for up to four additional five year periods. The financial statements have not been adjusted in relation to this matter.

During the current fiscal year, approximately \$197,000 in expenditures were incurred relating to the agreement.

Legal

The Town is involved in various claims and legal in the normal course of business for which no provision has been made in the financial statements. Although the outcome of these proceedings is not presently determinable, it is the opinion of the Town's management and attorneys that resolution of these matters will not have a material adverse effect on the financial condition of the Town.

NOTE 14 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Town has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Settled claims did not exceed insurance coverage during the past three years.

NOTE 15 – SUBSEQUENT EVENTS

2023 Beach Renourishment Promissory Note

Subsequent to the end of the fiscal year, the Town made a \$2,657,877 principal prepayment on the 2023 Beach Renourishment Promissory Note.

Series 2025 Beach Renourishment Tax-Exempt Non-Revolving Line of Credit Note

In March 2025, the Town entered into a Series 2025 Beach Renourishment Tax-Exempt Non-Revolving Line of Credit Note for an amount not to exceed \$5,000,000. The Note bears an interest rate of 4.9849% per annum based upon a 360 days year. Interest is due semiannually each March 1st and September 1st, commencing on September 1, 2025. The Town will pay the Lender, principal and interest in equal combined installments beginning on March 1, 2026, and on each September 1 and March 1 thereafter and ending on March 1, 2028 (the "Repayment Period"). Each installment shall be in an amount sufficient to fully amortize the principal balance determined as of the close of business on May 5, 2025, plus the accrued interest thereon, over the Repayment Period. The Note is subject to draw down over 60 days from the day of closing. The final principal balance as of June 18, 2025 was \$5,000,000. On March 1, 2028 the Town shall pay the Lender the entire unpaid principal balance, together with all accrued and unpaid interest thereon, in full. The Note is secured by a pledge of non-ad valorem revenues. The Town may incur additional Non-Ad Valorem Revenue obligations secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year were at least 1.25 times annual debt service of all then outstanding Non-Ad Valorem Revenue Obligations.

TOWN OF HILLSBORO BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts	Actual	Variance with
	Original & Final	Amounts	Final Budget - Positive (Negative)
REVENUES			
Property taxes	\$ 6,086,954	\$ 6,085,803	\$ (1,151)
Licenses and permits	1,900	2,055	155
Utility and franchise fees	317,000	294,494	(22,506)
Intergovernmental	255,982	282,528	26,546
Grant revenue	211,650	261,007	49,357
Interest	35,100	401,903	366,803
Miscellaneous	127,050	91,327	(35,723)
Total revenues	7,035,636	7,419,117	383,481
EXPENDITURES			
Current:			
General government	1,068,416	1,143,325	(74,909)
Public safety	4,812,460	4,614,647	197,813
Physical environment	727,982	274,641	453,341
Transportation	116,189	75,684	40,505
Beaches	72,000	414,977	(342,977)
Debt service:			
Principal payment	358,976	403,472	(44,496)
Interest expense	178,478	148,961	29,517
Capital outlay	253,588	199,557	54,031
Total expenditures	7,588,089	7,275,264	312,825
Excess (deficiency) of revenues over (under) expenditures	(552,453)	143,853	696,306
OTHER FINANCING SOURCES			
Use of fund balance reserves	537,453	-	(537,453)
Transfers in (out)	15,000	(27,229)	(42,229)
Total other financing sources	552,453	(27,229)	(579,682)
Net change in fund balance	\$ -	116,624	\$ 116,624
Fund balance - beginning		3,499,255	
Fund balance - ending		\$ 3,615,879	

See notes to required supplementary information

TOWN OF HILLSBORO BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – BUILDING FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	<u>Budgeted Amounts</u>	Actual	Variance with
	Original & Final	Amounts	Final Budget - Positive (Negative)
REVENUES			
Licenses and permits	\$ 3,600,000	\$ 2,206,867	\$ (1,393,133)
Interest		7,825	7,825
Total revenues	<u>3,600,000</u>	<u>2,214,692</u>	<u>(1,385,308)</u>
EXPENDITURES			
Current:			
Building and engineering	3,177,000	1,990,639	1,186,361
Capital outlay	-	17,134	(17,134)
Total expenditures	<u>3,177,000</u>	<u>2,007,773</u>	<u>1,169,227</u>
Excess (deficiency) of revenues over (under) expenditures	423,000	206,919	(216,081)
OTHER FINANCING SOURCES			
Use of fund balance reserves	(458,000)	-	458,000
Transfers in (out)	35,000	77,229	42,229
Total other financing sources	<u>(423,000)</u>	<u>77,229</u>	<u>500,229</u>
Net change in fund balance	<u>\$ -</u>	284,148	<u>\$ 284,148</u>
Fund balance - beginning		<u>312,407</u>	
Fund balance - ending		<u>\$ 596,555</u>	

See notes to required supplementary information

**TOWN OF HILLSBORO BEACH, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The Town is required to establish a budgetary system and an approved Annual Budget for the general fund. The Town's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Commission. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Town Commission. Actual general fund and building fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

**TOWN OF HILLSBORO BEACH
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN TOWN'S TOTAL OPEB LIABILITY AND RELATED RATIOS**

	2024	2023	2022	2021	2020	2019	2018
Total OPEB Liability							
Beginning balance	\$ 189,899	\$ 186,706	\$ 226,281	\$ 208,305	\$ 204,056	\$ 393,873	\$ 393,056
Service cost	12,928	10,671	13,027	19,235	17,700	12,167	16,623
Expected interest growth	8,073	9,512	11,305	5,295	4,483	14,141	14,368
Demographic experience	(3,715)	22,637	(15,094)	(2,578)	(14,100)	(122,756)	-
Assumption changes	(247)	(32,246)	(44,155)	15,398	20,815	(71,108)	-
Benefit payments and refunds	(8,056)	(7,381)	(4,658)	(19,374)	(24,649)	(22,261)	(30,174)
Ending balance	<u>\$ 198,882</u>	<u>\$ 189,899</u>	<u>\$ 186,706</u>	<u>\$ 226,281</u>	<u>\$ 208,305</u>	<u>\$ 204,056</u>	<u>\$ 393,873</u>
 Covered payroll	 \$ 2,519,008	 \$ 2,285,529	 \$ 2,126,823	 \$ 2,168,341	 \$ 2,014,454	 \$ 1,925,230	 \$ 1,836,995
 Total OPEB liability as a percentage of covered payroll	 7.90%	 8.31%	 8.78%	 10.44%	 10.34%	 10.60%	 21.44%

Note: The amortization period for demographic experience and assumption changes was 8.32 years for the 2018/19 fiscal year, 8 years for the 2019/20 fiscal year, 7.93 years for the 2020/21 fiscal year, 8.22 years for the 2021/22 fiscal year, 7.10 years for the 2022/23 fiscal year, and 6.83 years for the 2023/24 fiscal year.

There are no assets in a trust compliant with GASB codification P22.101 or P52.101.

**TOWN OF HILLSBORO BEACH
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE OF
NET PENSION LIABILITY
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

**Schedule of the Town's Proportionate Share of the Net Pension Liability -
Florida Retirement System Pension Plan
Last 10 Years (1) (2)**

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Town's proportion of the FRS net pension liability	0.01062355%	0.01019633%	0.01032836%	0.01044012%	0.01081410%	0.01224790%	0.01192774%	0.01122648%	0.01117190%	1.01757100%
Town's proportionate share of the FRS net pension liability	\$ 4,109,689	\$ 4,062,914	\$ 3,842,979	\$ 788,633	\$ 4,217,889	\$ 4,218,005	\$ 3,592,698	\$ 3,320,718	\$ 2,820,914	\$ 1,314,330
Town's covered payroll	\$ 2,431,504	\$ 2,202,543	\$ 2,069,783	\$ 2,029,639	\$ 1,931,731	\$ 2,064,137	\$ 2,104,345	\$ 1,909,272	\$ 1,728,913	\$ 1,687,914
Town's proportionate share of the FRS net pension liability as a percentage of its covered payroll	169.02%	184.46%	185.67%	38.86%	218.35%	204.35%	170.73%	173.93%	163.16%	77.87%
FRS plan fiduciary net position as a percentage of the total pension liability	83.70%	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%

**Schedule of the Town's Proportionate Share of the Net Pension Liability -
Health Insurance Subsidy Pension Plan
Last 10 Years (1) (2)**

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Town's proportion of the HIS net pension liability	0.006783424%	0.006705110%	0.006723212%	0.006621551%	0.006303805%	0.006772302%	0.006442838%	0.005941005%	0.005964028%	0.006147330%
Town's proportionate share of the HIS net pension liability	\$ 1,017,580	\$ 1,064,861	\$ 712,096	\$ 812,233	\$ 769,684	\$ 757,753	\$ 681,917	\$ 635,240	\$ 695,083	\$ 626,931
Town's covered payroll	\$ 2,431,504	\$ 2,202,543	\$ 2,069,783	\$ 2,029,639	\$ 1,931,731	\$ 2,064,137	\$ 2,104,345	\$ 1,909,272	\$ 1,728,913	\$ 1,687,914
Town's proportionate share of the HIS net pension liability as a percentage of its covered payroll	41.85%	48.35%	34.40%	40.02%	39.84%	36.71%	32.41%	33.27%	40.20%	37.14%
HIS plan fiduciary net position as a percentage of the total pension liability	4.80%	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%

(1) The amounts presented for each year were determined as of the measurement date, June 30.

(2) Information is only available for the years presented.

**TOWN OF HILLSBORO BEACH
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PENSION CONTRIBUTIONS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

**Schedule of the Town Contributions -
Florida Retirement System Pension Plan
Last 10 Fiscal Years (1) (2)**

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required FRS contribution	\$ 564,606	\$ 482,149	\$ 414,621	\$ 380,866	\$ 386,616	\$ 358,900	\$ 354,171	\$ 288,224	\$ 260,082	\$ 248,093
FRS contributions in relation to the contractually required contribution	(564,606)	(482,149)	(414,621)	(380,866)	(386,616)	(358,900)	(354,171)	(288,224)	(260,082)	(248,093)
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	\$ 2,460,152	\$ 2,251,545	\$ 2,063,165	\$ 2,032,604	\$ 2,142,438	\$ 2,005,228	\$ 2,092,174	\$ 1,906,430	\$ 1,664,196	\$ 1,720,063
FRS contributions as a percentage of covered payroll	22.95%	21.41%	20.10%	18.74%	18.05%	17.90%	16.93%	15.12%	15.63%	14.42%

**Schedule of the Town Contributions -
Health Insurance Subsidy Pension Plan
Last 10 Fiscal Years (1) (2)**

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required HIS contribution	\$ 49,203	\$ 39,409	\$ 34,249	\$ 33,741	\$ 35,564	\$ 33,287	\$ 34,730	\$ 31,647	\$ 27,626	\$ 23,499
HIS contributions in relation to the contractually required contribution	(49,203)	(39,409)	(34,249)	(33,741)	(35,564)	(33,287)	(34,730)	(31,647)	(27,626)	(23,499)
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	\$ 2,460,152	\$ 2,251,545	\$ 2,063,165	\$ 2,032,604	\$ 2,142,438	\$ 2,005,228	\$ 2,092,174	\$ 1,906,430	\$ 1,664,196	\$ 1,720,063
HIS contributions as a percentage of covered payroll	2.00%	1.75%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.37%

(1) The amounts presented for each fiscal year were determined as of September 30.

(2) Information is only available for the years presented.



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Town Commission
Town of Hillsboro Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business type activities, each major fund, and the aggregate remaining fund information of the Town of Hillsboro Beach, Florida ("Town") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our opinion thereon dated June 27, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 27, 2025



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Town Commission
Town of Hillsboro Beach, Florida

We have examined the Town of Hillsboro Beach, Florida's ("Town") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for Town's compliance with those requirements. Our responsibility is to express an opinion on Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the Town's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the Town complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Town Commission of the Town of Hillsboro Beach, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 27, 2025



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Town Commission
Town of Hillsboro Beach, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of the Town of Hillsboro Beach, Florida ("Town") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated June 27, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 27, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the Town, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Town Commission of the Town of Hillsboro Beach, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank the Town of Hillsboro Beach, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 27, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND CURRENT YEAR STATUS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the Town are disclosed in the notes to the financial statements.

5. The Town has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2024. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. A statement as to whether or not a property assessed clean energy (PACE) program that finances qualifying improvements authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, operated within the county, municipality, or dependent special district geographical boundaries during the fiscal year under audit, regardless of whether any new financing arrangements were initiated during the period under audit or whether only preexisting financing arrangements were administered.

A PACE program that finances qualifying improvements authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the municipality's geographical boundaries during the fiscal year ending September 30, 2024.

REPORT TO MANAGEMENT (CONTINUED)

8. If a PACE program was operating within the geographical area of the county, municipality, or dependent special district during the period under audit, a list of all program administrators and third-party administrators that administered the program and the full legal names and contact information of each such program administrator and third-party administrator.

Not applicable.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

**Agenda Item: Police Department
Chief Rob O'Neill**

Submitting Dept: Police, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Chief Monthly August-25.rmo



Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda
 From: Police Chief, Robert O'Neill
 Subject: August 2025 Monthly Report

Patrol Snapshot:

Activity	Current Month	July 2025	August 2024
Contacts			
Motor Vehicle	251	292	188
Crosswalk	300	135	89
Marine Unit	84	88	124
Beach Unit	65	45	60
Cyclists	156	181	134
Arrests	1	1	2
Service			
Alarms	11	15	26
Assist Other Agency	9	6	7
Dogs on Beach/Animal	4	1	5
Vessel	9	6	5
Noise	2	0	2
Open Doors	2	4	1
Police Assists	94	130	76
Domestic/Disturbance	0	1	8
Sick/Injured	16	14	25
Crash	2	0	6
Trespassing	2	1	3
Security Checks	7219	6026	6549
Total Calls	271	289	245

Training:

Police Law Institute (Online): New Florida Laws - Part 2 of 3

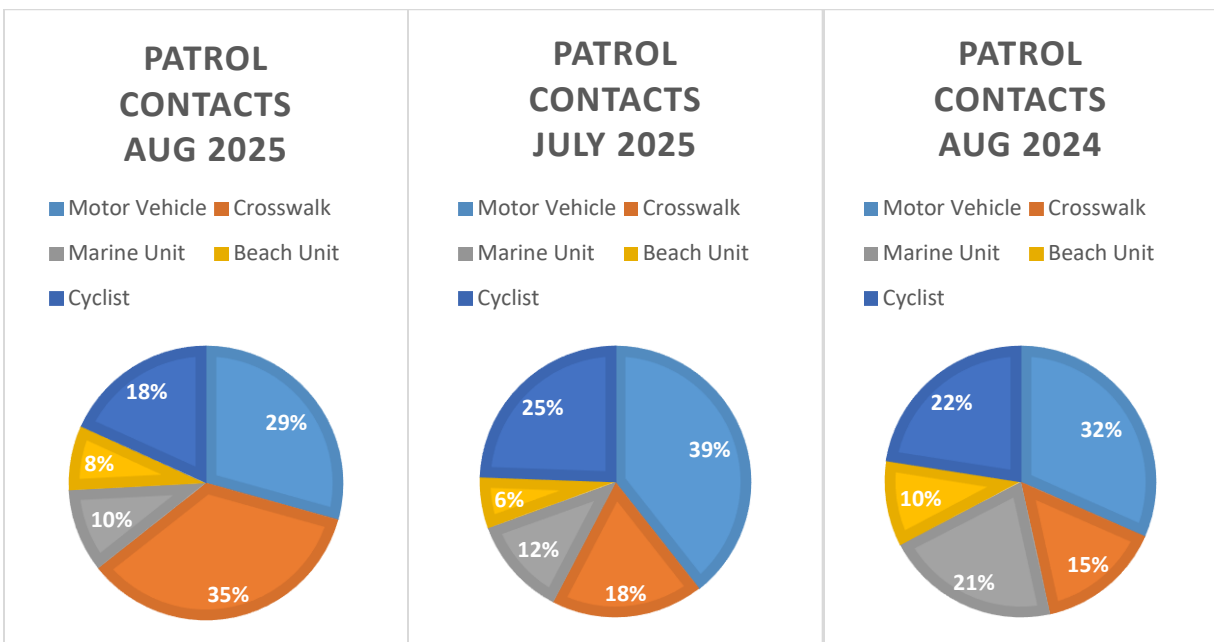
Power DMS Topics: Current Drug Trends Facing Law Enforcement

Personnel News: Officer Alex McClellan has returned to Florida and rejoined our ranks! CRS Lloyd "Mack" McElhaney's has completed his dispatch training and assumed his shift assignment. Officer Collin Josey's field training is progressing on schedule.

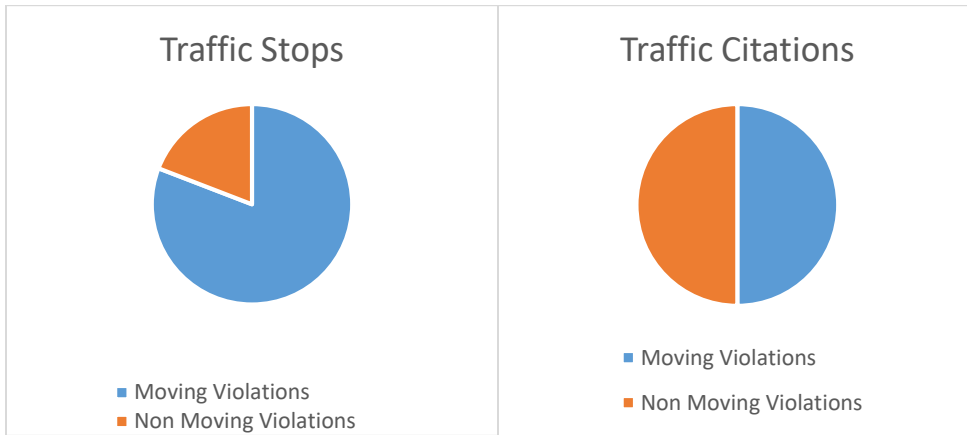
Investigations Snapshot:

August 2025 (new)	Actively Working	Inactivated/Cleared
Theft (#251822)	Rental Listing Scam (#251674)	Found Property (#250902)
Grand Theft (#251924)	Identity Theft/Fraud (#250681)	Death Investigation (#251247)
	Sex Assault (#251968)	Theft (#251822)
	Fraud (#232634)	
	Stolen Vehicle (#242556)	
	Burglary (#242927)	
	Found Property (#242931)	
	Identity Theft (#250392)	
	Property Damage (#250601)	
	Stolen Vehicle (#250603)	
	Fraud (#250681)	
	Scheme / Defraud (#251317)	

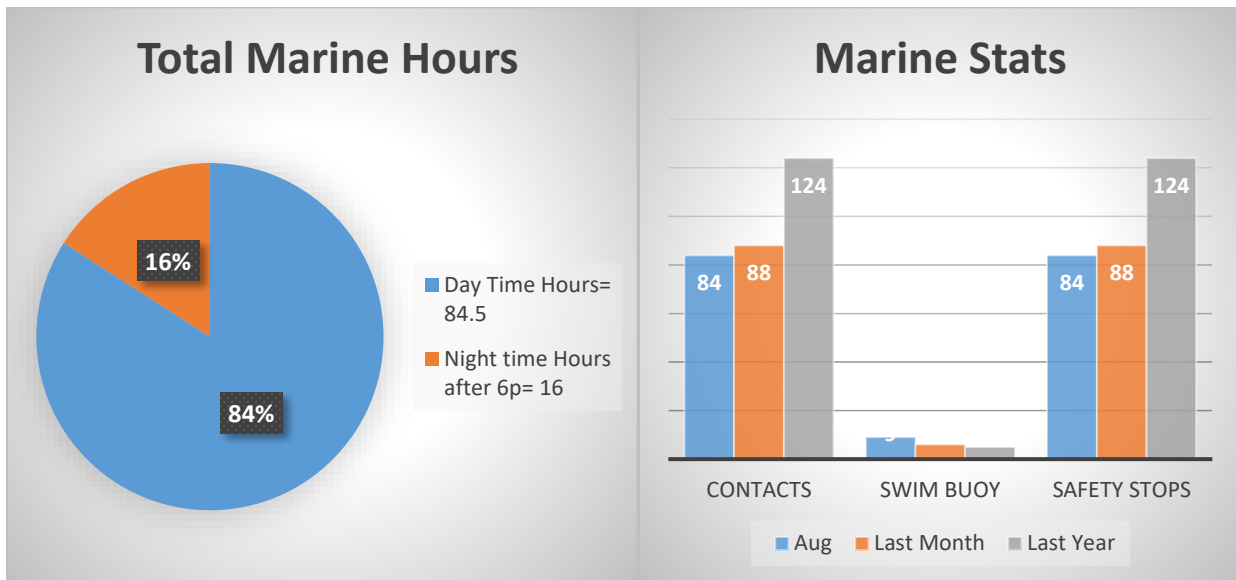
Patrol Services:



Traffic:



Marine/Beach Patrol:



August Notable Events:

On August 8th an HBPD Officer on patrol in the 1200 block of Hillsboro Mile observed a suspicious vehicle with two male occupants. Our Officers made contact with both of the subjects to ascertain their purpose on the property in question. During the Officers field interview, it was determined that one of the subjects had an active arrest warrant from Miami Dade. The warrant was confirmed via teletype and the subject was taken into custody. Subject was processed and transported to the BSO Main Jail. The remaining subject was advised in reference to trespass and removed from the property.

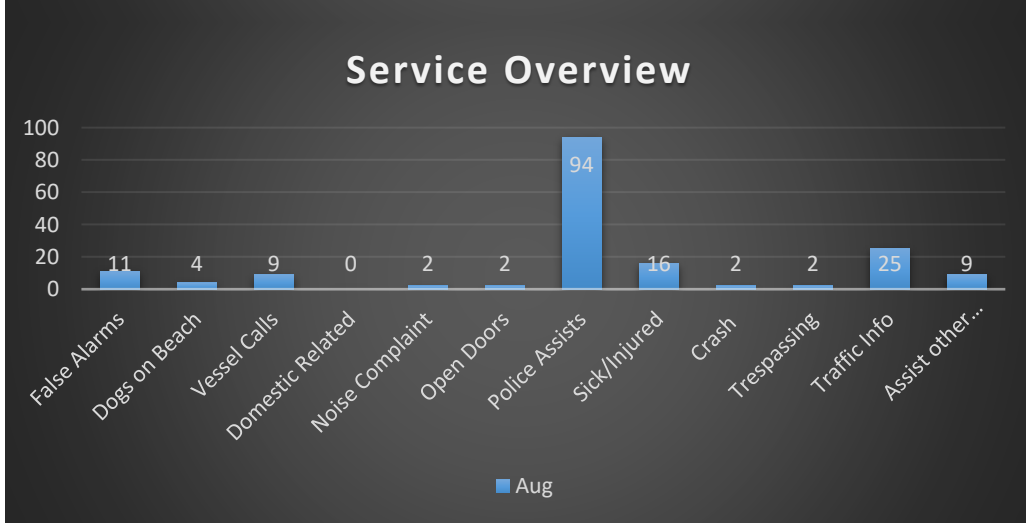
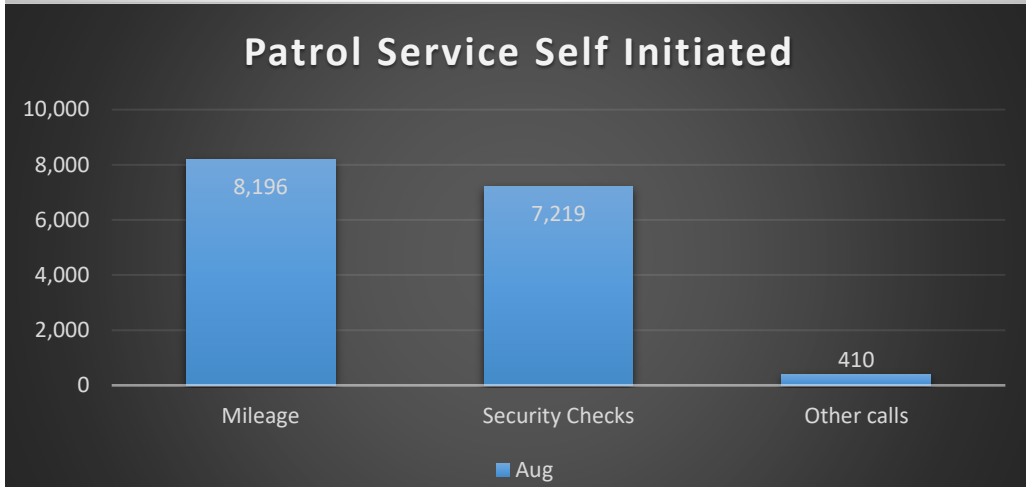
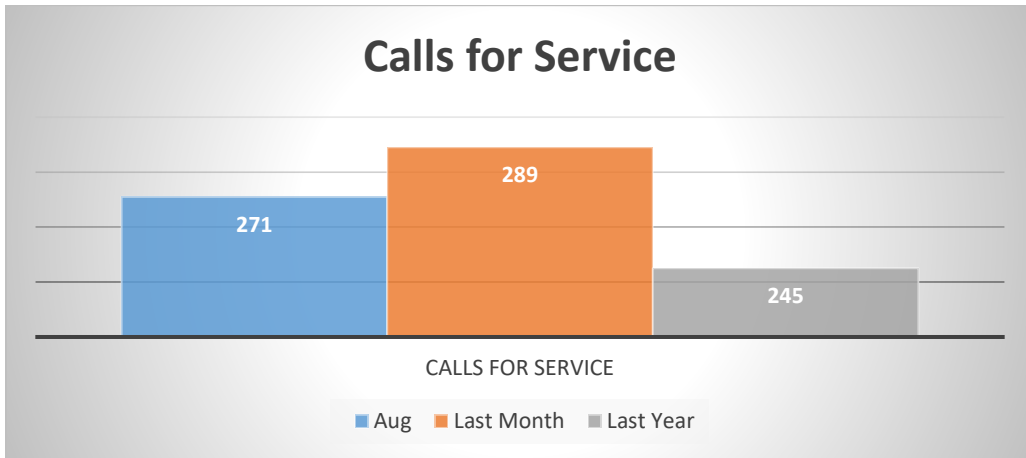
On August 11th HBPD received a SaferWatch alert advising of beach chairs that were left on the beach in the 1000 block of Hillsboro Mile. Our Officer arrived on scene and observed the chairs that were in close proximity to some sea turtle nests. The Officer made contact with property management and the chairs were removed. A complaint was also initiated with code enforcement, assistance rendered.

On August 11th HBPD received a call from Town Hall regarding a suspicious voicemail message that was left over the weekend. The male caller left a vulgar message for the "Police" which also contained language of a somewhat veiled but threatening nature. A thorough investigation was completed however, no evidence that would support criminal charges was identified.

On August 18th HBPD received a 911/CAD alert regarding a propane gas leak reported the 1100 block of Hillsboro Mile. Several HBPD Officers responded to the area along with the Broward Sheriff's Office Fire Rescue HAZMAT protocol. Officers managed the road closure and traffic control until BSO Fire Rescue was able to cap the leak. Once the area was made safe, the roadway was reopened. Assistance rendered.

On August 22nd HBPD received a call from a subject who advised that his misplaced cellphone was "pinging" in the 1000 block of Hillsboro Mile. Officers arrived on scene and met with the complainant. They were able to track the signal to a parked vehicle which was registered to a rental company. With the assistance of the rental company they were able to make contact with a responsible party who had found the phone and was trying to locate its owner. Phone was returned to the owner, assistance rendered.

Overall Calls for Service:





TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Building Department
George Folles, Building Official

Submitting Dept: Building Permits, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. AUG 2025 Commission Report



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Dawn Miller and Commission
FROM: George Folles Building Official
DATE: October 2025 Commission Report
SUBJECT: Building Department Report

- The Related Group's Rosewood Project Parcel's A & B have been proceeding with Special Inspector and Town inspections
- New Rosewood revisions are being reviewed.
- 1205 Demolition is in progress
- Plan review and inspections are up to date.

Respectfully Submitted,

George Folles Building Official
Building Code Services | Town of Hillsboro Beach

Calvin, Giordano & Associates, Inc.

1210 Hillsboro Mile | Hillsboro Beach FL 33062

Office: 954.427.4011 | Fax: 954.427.4834 | Cell: 954.592.5057

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie



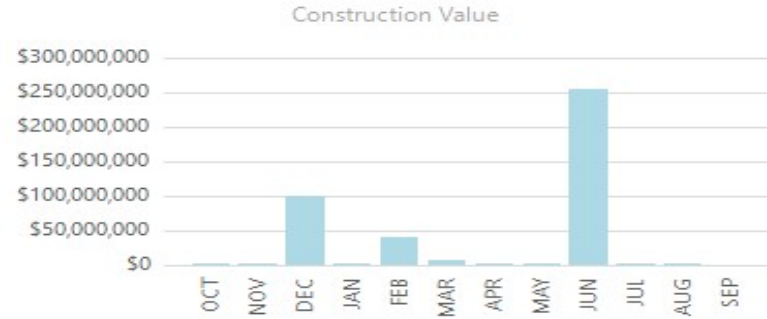
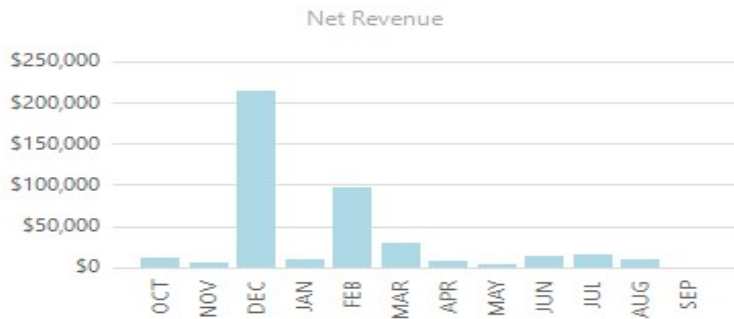


**Town of Hillsboro Beach
Building Department
Summary Report**

**Start Date: 8/1/2025
End Date: 8/31/2025**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Construction Value	\$2,589,283	\$590,367	\$99,019,462	\$741,090	\$40,256,158	\$6,146,979	\$1,608,840	\$447,152	\$254,793,621
Building Permit Fees	\$58,115	\$20,963	\$1,402,480	\$53,448	\$623,642	\$168,335	\$43,759	\$16,247	\$66,865
Fire & Zoning Fees	\$2,700	\$2,250	\$3,750	\$750	\$3,000	\$3,150	\$1,650	\$150	\$3,150
Total Revenue	\$60,815	\$23,213	\$1,406,230	\$54,198	\$626,642	\$171,485	\$45,409	\$16,397	\$70,015
CGA Expense	\$49,398	\$17,819	\$1,192,108	\$45,431	\$530,096	\$143,085	\$37,195	\$13,810	\$56,836
Town Revenue	\$11,417	\$5,394	\$214,122	\$8,767	\$96,546	\$28,400	\$8,214	\$2,587	\$13,180

Jul	Aug	Sep	YTD
\$1,030,672	\$1,147,735	\$0	\$408,371,359
\$38,094	\$39,731	\$0	\$2,531,678
\$9,000	\$3,450	\$0	\$33,000
\$47,094	\$43,181	\$0	\$2,564,678
\$32,380	\$33,771	\$0	\$2,151,926
\$14,714	\$9,410	\$0	\$412,752





**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 8/1/2025
End Date: 8/31/2025**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$39,730.51	\$5,959.58	\$1,950.00	\$1,500.00	\$575.00	\$33,770.93	\$668.96	\$356.55	\$510.00
YTD	\$2,531,678.10	\$379,751.72	\$12,900.00	\$20,100.00	\$5,300.00	2,151,926.39	\$79,732.32	\$38,713.21	\$57,787.36



**Town of Hillsboro Beach
Building Department
Permit Report**

**Start Date: 8/1/2025
End Date: 8/31/2025**

Permit Type	# Issued	Building Permit Fees
COMMERCIAL A/C CHANGE OUT	1	166.95
COMMERCIAL CONCRETE RESTORATION	2	190.00
COMMERCIAL DEMOLITION	1	6,702.97
COMMERCIAL FENCE	1	572.00
COMMERCIAL FUEL TANK	1	95.00
COMMERCIAL LOW VOLTAGE	2	250.00
COMMERCIAL RE-ROOF	1	2,194.20
COMMERCIAL WINDOWS/DOORS/SHUTTERS	1	147.81
RESIDENTIAL A/C CHANGE OUT	10	3,397.90
RESIDENTIAL ALTERATION	10	14,496.06
RESIDENTIAL DOCK	1	95.00
RESIDENTIAL FIRE SPRINKLER	1	95.00
RESIDENTIAL MULTI FAMILY	2	475.00
RESIDENTIAL NEW ROOF	1	2,897.50
RESIDENTIAL PLUMBING MISCELLANEOUS	1	2,123.75
RESIDENTIAL SERVICE CHANGE/REPAIR	1	146.54
RESIDENTIAL STRUCTURAL MISCELLANEOUS	2	628.62
RESIDENTIAL WATER HEATER	4	720.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	15	4,336.21
	58	\$39,730.51



**Town of Hillsboro Beach
Building Department
Activity Report**

**Start Date: 8/1/2025
End Date: 8/31/2025**

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	107	58	31
Electrical	33	22	10
Plumbing	66	18	11
Mechanical	8	22	16
Fire	3	13	7
Zoning	0	7	5
Totals	217	142	80



**Town of Hillsboro Beach
Building Department
Issued Permits Report**

**Start Date: 8/1/2025
End Date: 8/31/2025**

Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
RESIDENTIAL ALTERATION					
484317AJ0550	25384952-0	8/5/2025	1069 HILLSBORO MILE, UNIT 801	OCEAN HILLSBORO CONDO	\$45,226.21
484308BD0590	25385390-0	8/15/2025	1150 HILLSBORO MILE, UNIT 515	OPAL TOWERS WEST CONDO	\$176,100.00
484317PN0160	25385645-0	8/21/2025	1041 HILLSBORO MILE, UNIT 17	HILLSBORO MILE OCEAN APTS	\$144,815.00
484308CH0710	25385838-0	8/26/2025	1167 HILLSBORO MILE, UNIT 512	OVERLOOK CONDO	\$34,500.00
484317NX0140	25386019-0	8/29/2025	1043 HILLSBORO MILE, UNIT 7D (CABINETS ONLY)	HILLSBORO MILE OCEAN	\$14,475.00
				Grand Total	\$415,116.21



**Town of Hillsboro Beach
Building Department
Plan Review Times Report**

**Start Date: 8/1/2025
End Date: 8/31/2025**

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	168	6.26	39.20



TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: Code Enforcement
Bernard Pita, Code Compliance Supv

Submitting Dept: Code Enforcement , Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Aug 2025 CaseActionSummary
 2. Aug 2025 Cod Compliance SummaryReport
 3. Aug 2025 Cases In Special Magistrate Process



Case Action Report*

From 8/1/2025

To 8/30/2025

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
8/26/2025	Overgrown Grass	1103 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 #206	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				8/26/2025	Courtesy Notice	B. Pita
				8/26/2025	Complaint	B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach, FL 33062

Code Compliance Summary Report

From 8/1/2025 To 8/30/2025 Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	151
Cases Opened During Period	2
Cases Opened as result of Complaint	2
Cases Closed During Period	36
Cases Closed due to compliance	36
Cases Open at End of Period	117
Inspections	2
Reinspections	42
Total	44
Special Magistrate Cases During Period	0

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita/N/A	151	2	2	36	36	117
Total	151	2	2	36	36	117



Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach, FL 33062

Code Compliance Summary Report

From 8/1/2025 To 8/30/2025 Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	2	42	44
Total	2	42	44

Summary of Cases Opened by Incident Type

Incident Type	Number
Overgrown Grass	1
Recreational Vehicle / Trailer	1
Total	2

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$2,868,325.00	\$144,000.00	\$3,012,325.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$2,868,325.00		\$3,012,325.00

Code Cases in Special Magistrate Process - Aug 2025

	Violation	Owner	Address
1	Fire Inspection Violation	ROZENBLUM, MICHAEL & KAREN, MICHAEL & KAREN ROZENBLUM REV TR	1160 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 PH #Penthouse
2	Building Permit Requirement	LEWIS, MARYLEE A	1050 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 701W
3	Sign Violation	PENNINO, CHARLENE	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 206
4	Landscape Maintenance Violation	1079 HILLSBORO MILE LLC	1079 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
5	Landscape Maintenance Violation	MEDZ LLC	997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
6	Landscape Requirements	SEAGRAPE REV TR PRATT, DAVID TRSTEE	963 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
7	Property Maintenance	DONOHO, TIM & DEBORAH	1075 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
8	Construction Site Violation	MIRCHANDANI, KISHORE H/E MIRCHANDANI, ANJALI	995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
9	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 10
10	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 8 # 33483
11	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 6
12	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 5
13	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 14
14	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 9 # 33483
15	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 12
16	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 3
17	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 16
18	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 7
19	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2 #
20	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 15
21	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 11
22	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1
23	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 13
24	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 4
25	Property Maintenance	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101
26	Nuisance	MILLIONAIRE PORTFOLIO GROUP LLC	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
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Agenda Item Cover Memo

Agenda Item: Coffee With a Cop Thu, Oct. 16, 2025 (10 am)
Topic: Law Enforcement Accreditation

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Coffee with a Cop Oct-Dec 2025

Hillsboro Beach Police Department

Coffee with a Cop

OCTOBER 16, 2025 10:00 AM

LAW ENFORCEMENT ACCREDITATION

NOVEMBER 20, 2025 6:30 PM

CRIME PREVENTION AND SAFETY

DECEMBER 18, 2025 2:00 PM

SAFETY FOR SENIORS/VULNERABLE ADULTS



**THIRD THURSDAY OF
EVERY MONTH IN
THE COMMUNITY
ROOM**



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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Agenda Item Cover Memo

**Agenda Item: Music on the Green Concert Thu, Oct. 16, 2025 (7pm)
Featuring Patti & Jozay**

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Music on the Green (10-16-2025)



TOWN OF HILLSBORO BEACH



Music

ON THE GREEN

OCTOBER 16

7:00 PM



Featuring:
Jozay & Patti

Grab you lawn chair or a blanket & head out to a free musical performance with a laid-back, seaside ambiance!

1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33064
954-427-4011

Mayor Dawn Miller
Vice Mayor David Ravanese
Commissioner Vinnie Andreano
Commissioner Jane Reiser
Commissioner Heather Berman



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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Agenda Item Cover Memo

Agenda Item: Community Event FREE Shred & Electronic Recycling Sat. Oct. 25, 2025 (9am-12pm)

Blood Drive, Household Hazardous Waste Drop-off, Prescription Drug Take-Back

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: October 7, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Shred Recycle Event 10-25-2025



Town of Hillsboro Beach



COMMUNITY EVENT

Shredding, Electronic Recycling,

Household Hazardous Waste Drop-off,

Prescription Drug Take-Back & Blood Drive

Saturday, October 25, 2025

9:00 am - 12:00 pm



FREE
**HOUSEHOLD HAZARDOUS
WASTE DROP-OFF EVENT**



Town Hall
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Proof of Residency Required

954-427-4011 TownofHillsboroBeach.com

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