



TOWN OF HILLSBORO BEACH
Meeting Agenda

November 5, 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

November 5, 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. October 7, 2025 Regular Commission Meeting

II. SITE PLAN REVIEW

- A. **Site Plan Review for Property Located at 1085 Hillsboro Mile, Hillsboro Beach, FL 33062**
Property Owner: Land Banc Trust
Request: Authorized Agent, Morris Flancabaum, is Seeking Site Plan Approval
Staff: Graham Long, Development Planner, CG&A

III. DISCUSSION AND POSSIBLE ACTION

- A. Motion to Approve the Board of Zoning Appeals (BZA) to Re-Hear the Sworn Testimony of Authorized Agents for the Property Located at 987 Hillsboro Mile, Hillsboro Beach, FL 33062, Seeking Variance Approval to Section 12-124 of the Town's Code of Ordinances; Variance was previously denied on June 3, 2025; Authorizing the BZA to Re-Hear this Matter for Reconsideration at the December 2, 2025 Hearing.

IV. RESOLUTIONS & CONTRACTS

- A. **Resolution No. 2025-43**
Resolution to Ratify the Second Amendment to the Agreement with WastePro of Florida, Inc. Extending the Agreement for an Additional Ninety (90) Days for Solid Waste Collection and Disposal Services for the Town.
- B. **Resolution No. 2025-40 (Tabled at 10/7/2025 Meeting)**
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 2025-44

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida, Approving the Town Staff Recommendation to Amend the Debt Service Fund Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Providing for Conflicts, Providing for Severability; Providing for An Effective Date.

D. Resolution 2025-45

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida, Approving the Town Staff Recommendation to Amend the Capital Improvements Fund Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Providing for Conflicts, Providing for Severability; Providing for An Effective Date.

E. Resolution 2025-46

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida, Approving the Town Staff Recommendation to Amend the Permit / Planning & Zoning / Code Compliance Fund Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Providing for Conflicts, Providing for Severability; Providing for An Effective Date.

V. CONSENT

A. INVOICES FOR APPROVAL

- 1. **CG&A** Invoice #2669257 Sept. 2025 **\$31,346.11**
- 2. **GCDE** Invoice #74188 Oct. 2025 **\$6,706.50**
- 3. **GCDE** Invoice #74189 Oct. 2025 **\$8,891.20**
- 4. **GCDE** Invoice #74190 Oct. 2025 **\$32.55**

VI. STAFF UPDATES

A. Police Department

Police Chief Rob O'Neill

B. Building Department

George Folles, Building Official, CG&A

C. Code Compliance

Bernard Pita, Code Compliance Supv, CG&A

VII. TOWN MANAGER REPORT

- A.** Community Shred/Recycle Event Recap
- B.** Holiday Program, Dec 2, 2025 at 5:30 PM

VIII. TOWN ATTORNEY REPORT

IX. TOWN COMMISSION COMMENTS

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
REGULAR COMMISSION MEETING

TUESDAY

OCTOBER 7, 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

Commissioner Vinnie Andreano

Commissioner Jane Reiser

Vice Mayor David A. Ravanesi

Commissioner Heather Berman

Town Staff:

Town Manager William “Mac” Serda, ICMA-CM

Donald J. Doody, Town Attorney, Esq.

Town Clerk Sherry D. Henderson, CMC

Rob O’Neill, Police Chief

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Mayor Miller requested that Public Comments be heard at the beginning of today’s meeting rather than at the end.

Motion made by Vice Mayor Ravanesi, seconded by Commissioner Andreano, to amend the Agenda to put Public Comments before Site Plan Review presentation. In a roll call vote, the **motion** passed unanimously (5-0).

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

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

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

The following Item was taken out of order on the Agenda.

X. PUBLIC COMMENTS

At this time Mayor Miller opened the public hearing.

John Casagrande, representing Coastal Waste & Recycling, Inc., 4950 Communication Avenue, Boca Raton, Florida, addressed Agenda Item 4.b/Resolution 2025-40, noting that Coastal Waste & Recycling, Inc. was ranked second by the Town's Evaluation Committee by a difference of 2.86 points. Overall Waste Pro of Florida scored 96.67 and Coastal Waste Recycling, Inc. scored 93.81. Mr. Casagrande reviewed Coastal Waste & Recycling's experience and safety protocols in serving the Town. The price difference between the two highest-ranked companies' proposals is 47 cents. The 47-cents difference comes to about \$1,100.00 more per month.

Mr. Casagrande advised that with the price difference, Coastal Waste & Recycling would provide new residential trucks, new branded dumpsters for multi-family residential service, and new branded garbage and recycling carts for single family homes. The business also serves the City of Pompano Beach and can support Hillsboro Beach from that location if needed.

Trevor Black, Area President for Coastal Waste & Recycling, Inc., 3900 NE 10th Way, Pompano Beach, Florida, further clarified that the 47-cent difference comes to roughly three cents per service, per month. He advised that the company's new equipment will add value, and reviewed the company's experience with Hillsboro Beach.

Ken Rivero, business development manager representing WastePro of Florida, Inc., 17302 Pines Boulevard, Pembroke Pines, Florida, noted the transparency of the Town's selection process for solid waste and recycling services. WastePro has worked with the Town for 11 years and is in the process of updating its equipment. He emphasized that there would be no service interruption if the Town continued to use WastePro's services.

With no other individuals wishing to speak at this time, Mayor Miller closed public comment.

II. SITE PLAN REVIEW

A. 1079 Hillsboro Mile, Hillsboro Beach, FL 33062 Authorized Agent for Property is seeking Site Plan Review

Owner: 1079 Hillsboro Mile LLC

Authorized Agent: Robert Mayer, Bomar Builders, Inc.

Staff: Graham Long, AICP, Senior Development Planner

Mayor Miller noted that this Site Plan was previously approved; however, because the Applicant did not obtain a permit within one year of that approval, they are required to request Site Plan approval from the Town Commission once again. The first approval was granted on February 7, 2023.

Senior Development Planner Graham Long, CG&A, explained that the Applicant has proposed no changes to the Site Plan that would be inconsistent with Town Code; however, since its first approval, there has been one change to Town Code which may affect the Site Plan. This change is related to the distance of the site's gates from the edge of pavement on the roadway. This Site Plan was cited during the discussion of that Code change.

Code requires 40 ft. of total distance between the edge of pavement and the gate in order to allow for the stacking of two cars. There is also a regulation that the gates themselves, including gateposts, be a minimum of 25 ft. in a straight line from the edge of pavement. The current Site Plan shows the distance at approximately 20 ft. to 22 ft. from the edge of pavement. Mr. Long advised that a condition of approval has been added to the Application to ensure the distance is 25 ft. in compliance with Code.

Mayor Miller noted that the driveway on the property is curved, and requested clarification of the size of the driveway area. Mr. Long replied that it is 42 ft.

Mr. Long continued that another condition of approval is related to the west side of A1A. The Applicant does not propose to make any improvements west of A1A as part of the Site Plan. Code Section 12-268 addresses the raising of seawalls to current Code. The second condition requests that the Applicant submit an application to bring their seawall up to Code before obtaining a Certificate of Occupancy (CO) for the site. The Applicant proposes to coordinate their seawall improvement with their two neighboring properties. This will be a separate application process.

Town Attorney D.J. Doody requested additional clarification of the second condition of approval. Mr. Long replied that the condition would require the Applicant to submit an application to raise the height of their seawall so it is consistent with Town Code prior to the issuance of a CO by the Town.

Mayor Miller also observed that the site's stone wall finish for its elevator is higher than the building's roof line; however, pursuant to Code Section 12-261, this feature is exempt from the height requirement. The finish is 32 ft. in height, while the remainder of the roof is at 28 ft.

Mayor Miller requested additional information on the application. Mr. Long replied that the Site Plan's drawings show the elevator wall will be over 6 ft. above the site's original topography.

Commissioner Reiser recalled an application submitted to the Town many years ago by an applicant who intentionally stalled the process of correcting existing issues prior to receipt of a CO. She expressed concern that delaying the issuance of a CO could also delay the Town's tax revenue from the property. Mayor Miller asked if there is any time limit tied to the time frame necessary to bring the seawall into compliance before issuance of the CO. Mr. Long replied that the Site Plan only remains active if building permits are issued. Town Staff recommended tying the seawall compliance to issuance of the CO because that is the next enforcement mechanism available to the Town, as the Applicant must apply for a CO at the end of the process.

Mayor Miller asked if issuance of a CO activates a property's tax assessment status. Town Manager Mac Serda advised that the Broward County Property Appraiser's Office has indicated the CO serves as the final step, but acknowledged that it is possible an applicant might intentionally or unintentionally delay the issuance of a CO. The Property Appraiser's Office also clarified that if all work on the property is completed save minor items, they can change the assessment on the property, with or without a CO, to indicate the level of construction that has been completed.

Mr. Serda continued that the Town works closely with the Property Appraiser's Office on the issuance of permits or COs in order to ensure that Office's records are up-to-date. The Office will work toward a property's tax assessment based upon the percentage of completion if the issuance of a CO is not anticipated in the near future.

Mayor Miller requested confirmation that the application proposes renovation of greater than 50% of the site, thus activating the requirement to bring the seawall up to Code. Mr. Long confirmed this.

Mr. Serda also noted that the Town recognizes issuance of the seawall permit could take more than one year, and construction time may take even longer. The Town's intent is not to delay the Applicant from moving into the subject property.

James Wentzel of Bomar Builders, Inc., 230 SW Natura Blvd, Deerfield Beach, Florida, representing the Applicant, stated that the Applicant plans to comply with all comments made thus far during the Site Plan review process. He explained that the subject property is unique, as the seawalls of adjacent properties to the north and south extend farther into the waterway. The Applicant initially intended to connect with both of those seawalls; however, this would have required them to fill in some of the land, which could delay approval.

Town Attorney Doody asked if the Applicant understood that applying for the required seawall permit must include picking up that permit; failure to do so would constitute a Code violation. Mr. Wentzel replied that it is the Applicant's intention to move forward with the process so they may dock their boat at the subject property.

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

Motion made by Commissioner Andreano, seconded by Vice Mayor Ravanesi, to approve subject to conditions. 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.

Town Attorney Doody read the Ordinance by title only.

Mayor Miller explained that the Town requested and received a cost analysis relative to the improvement, replacement, and upgrade of its existing water distribution system. The Town is responsible for providing sufficient revenue to cover the costs of any capital or other expenses related to this system.

The Town Manager has recommended that the Town increase its water rates effective October 2025. Mr. Serda advised that Ordinance 2025-04 amends the process required to increase these rates; it does not change the rates at this time. This process requires two public hearings with notice.

The proposal going forward would require future Town Commissions to change water rates by Resolution, which also requires a public process but does not require two hearings and a formal change to Code. It also restricts the increase to the consumer price index (CPI) for the Miami-Fort Lauderdale-West Palm Beach area. The Ordinance amends the method by which water rates reflect ongoing inflation.

Mayor Miller noted that allowing water rates to be changed by Resolution rather than by Ordinance would be both less onerous and less expensive. Changing water rates in relation to large capital projects would require an additional separate process and a likely surcharge, both of which would come before the Town Commission.

Mr. Serda continued that the CPI recommended for use is the Miami-Fort Lauderdale-West Palm Beach CPI, which reflects costs and purchases in the local area. This CPI was 2.2% in April 2025, which is the amount that would be reflected in the rate change.

Mr. Serda further clarified that water utility rates do not affect sewer rates, which are billed from Broward County.

At this time Mayor Miller opened the public hearing on Ordinance 2025-04, which she closed upon receiving no input.

It was noted that the Town does not collect any additional revenues that would offset the expenses of maintaining its water system, and the impact of the increase will be minimal to individual property owners. Mayor Miller emphasized that water rates are tied to usage.

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

IV. RESOLUTIONS & CONTRACTS

A. Resolution 2025-39

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

Town Attorney Doody read the Resolution by title only.

Mr. Serda noted some of the specific meeting dates proposed in 2026, pointing out that the July 2026 meeting date is proposed for Tuesday, July 7, 2026. There was Commission consensus to reschedule this meeting date to Tuesday, July 14, 2026.

Mayor Miller also pointed out that the 2026 federal election is scheduled for Tuesday, November 3, 2026, which means the proposed Commission meeting date is Tuesday, November 10. The following day, November 11, is Veterans Day. If the Commission wishes to postpone the November meeting date to the following week, the date of November 17 would be only one week in advance of the Thanksgiving holiday. Another option could be to reschedule the Commission meeting for a different day of the week following the November 3 election.

It was determined by Commission consensus to reschedule the November 2026 meeting date to Thursday, November 5, 2026.

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

B. Resolution 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.

Town Attorney Doody advised that this Resolution asks the Commission to determine the most responsive bid for waste and recycling services.

Mayor Miller explained that this Resolution addresses the Evaluation Committee's recommendation to award the residential solid waste, bulk waste, and recycling collection services contract. The Evaluation Committee consisted of the Town Clerk, Building Official, and Police Department Captain. They reviewed the proposals and scored them based on the criteria outlined in the request for proposal (RFP).

The ranking order was as follows:

- WastePro of Florida: 96.67
- Coastal Waste & Recycling: 93.81
- Waste Management: 85.82
- Panzarella Waste & Recycling Services: 85.82

The Evaluation Committee indicated that all four respondents presented strong qualifications and experience. They recommended award of the contract to WastePro.

Mayor Miller continued that the Town currently has 2,387 residential units subject to billing at a current cost per unit of \$14.86. The new proposal for cost per residential unit is \$15.31. The Town's Procurement Manager has recommended authorizing the Town Manager to negotiate and execute an agreement with WastePro; however, the Town Attorney has indicated that the Commission should first determine which proposal is the most responsive to the RFP.

Mayor Miller stated that she found this issue to be a difficult one if the Commission did not simply adopt the points allotted to the proposals by the Evaluation Committee, as well as the Procurement Manager's recommendation.

Mr. Serda noted that the Town's current agreement for solid and bulk waste and recycling services expires at the end of October 2025, although the Town has reached a tentative three-month extension with the current provider. This extension would include a price increase of approximately 10%. He noted that the extension was not brought forward by Staff at tonight's meeting, as they had anticipated moving forward with the Evaluation Committee's recommendation.

Mr. Serda continued that the Evaluation Committee subjectively assigned criteria including experience, customer services, past performance, and implementation and approach, using a formula to assign points for cost. This prevents subjectivity with respect to cost, particularly in cases where the proposed costs are very similar.

It was noted that in some instances, a bidding firm was awarded more points than seemed available in a category. In addition, some totals were different than those in the backup memo. Vice Mayor Ravanese commented that this was one reason he had requested clarification of the extension option, as this could provide additional time for Commission review.

Town Attorney Doody proposed that Resolution 2025-40 be tabled to the next meeting or to a special meeting date if that was the Commission's preference.

Commissioner Andreano pointed out that the Commission would be assuming the responsibility of evaluating the proposals without the option of interviewing the bidding entities. Mr. Serda recalled that while the Evaluation Committee had had the option to see presentations from the bidders, they had opted not to see them.

Commissioner Reiser observed that while the three individual members of the Evaluation Committee do not live in the Town, all the Commissioners do. She felt this would provide additional perspective on the decision.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Reiser, to table Resolution 2025-40 to the next meeting (Nov. 5, 2025). In a roll call vote, the **motion** passed unanimously.

Mr. Serda advised that he would administratively execute the extension to the current contract and bring it back to the Commission for their approval at the November 5, 2025 meeting.

C. Resolution 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.

Town Attorney Doody read the Resolution by title only.

Mayor Miller stated that Resolution 2025-41 executes the agreement between Broward County and the Town for Enhanced Marine Law Enforcement Grant (EMLEG) funding. This agreement is expected to be nearly maximized in the current fiscal year, as the County will pay the Town \$40,440 to provide 416 hours of Marine Patrol weekend coverage and 304 hours of evening coverage. No matching funds from the Town are required other than some benefits.

Mr. Serda further clarified that the hours provided through EMLEG funding are allocated for the Town on weekends and evenings through a blanket dollar amount. If all of these hours are spent within seven months, any additional hours would be funded by the Town.

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

D. Resolution 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.

Town Attorney Doody read the Resolution by title only.

Mayor Miller explained that this Resolution relates to Ordinance 2025-04, which was adopted earlier in tonight's meeting. The Town is required by the state of Florida to perform an annual water rate analysis in order to ensure sufficient revenue is collected to cover operating expenses, loan payments, and any future maintenance or repairs to the water system. Loan documents require the Town's total revenues, minus operating expenses, to be greater than 1.15% of debt service requirements.

Documentation at the end of fiscal year (FY) 2025 shows that the Town has collected only \$10,140 over this required threshold for future operating and debt service. The Resolution prevents a future shortfall by approving the Miami/Fort Lauderdale/West Palm Beach CPI of 2.2%, which dates from April 2025.

Mayor Miller noted that attachments to Resolution 2025-42 include documentation of how the 2.2% CPI was calculated. Mr. Serda further clarified that the 2.2% would generate approximately \$30,000 in extra revenue. The Commission's documentation includes a scrivener's error which identifies this as roughly \$14,000. After the 2.2% adjustment, the \$10,140 required clearance would increase to nearly \$40,000.

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

V. CONSENT

A. INVOICES FOR APPROVAL

| | | | |
|---------|------------------|-----------|-------------|
| 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 |

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

VII. STAFF UPDATES

A. Finance Report

Stephen Bloom, Finance Director, Inframark

1. June 2025 Finance Report

Finance Director Stephen Bloom presented the June 2025 Finance Report, which includes results from the 3rd quarter of FY 2025. Results from the final quarter will be presented at the November 2025 meeting.

Mr. Bloom reported that through June 2025, the Town's surplus was approximately \$1.8 million in the General Fund. The Town collected roughly 96% of its property taxes through that date, with more to come in the final quarter. The Town's budget for property taxes is approximately \$6.5 million. The remaining revenue is relatively solid, although Code Compliance fines have decreased slightly. Interest income is at 110% of the Town's budget through June.

In terms of spending, 74% of the Town's budget has been spent through June. Expenditures include the following:

- \$986,000 transfer for debt service
- \$28,000 transfer for planning and zoning activities
- \$18,000 transfer for capital projects

All expenses for Police, Town administration, and facilities are at or below budget through June.

Special revenues include the following:

- Bus fund: surplus of \$28,000
- EMLEG: just approved at approximately 65% of the annual budget
- Building permits: \$400,000 surplus
- Planning and zoning: at 48% of budget
- Federal forfeitures (not budgeted): \$970,000

All special revenues must remain within their own funds and cannot be transferred elsewhere.

Additional items include:

- Debt service: the prior beach loan has been paid off and a new loan has been taken out; one loan is funded strictly through base and usage rates, while the other is funded through a surcharge
- Capital projects: these include the beach nourishment project as well as other initiatives including Town Hall renovations, the new bocce court, and additional engineering work

The Water Fund reflects a surplus of roughly \$356,000 through June 2025, some of which will be used toward year-end repairs and maintenance. The debt service loan being funded through a surcharge collected some funds early and was used to prevent the surcharge from increasing. Operational revenue is at 73%, while water service

revenue is at approximately 76%. Billings through June were increased by 3.7%. Spending through June is only at 64% of the annual budget.

Mr. Bloom noted that while fuel costs reached \$56,000 in FY 2022, they have been lower each year since then. The third quarter of FY 2025 continues to trend in this direction.

While workers' compensation claims were over \$1 million between FY 2013 and 2014, they were approximately \$365,000 in FY 2024. Claims in FY 2025 have totaled \$47,000 thus far. Claims affect premiums, which reached their highest point in FY 2016 at \$126,000 for workers' compensation alone. In FY 2024, the full year's costs were \$50,000.

2. FY 2024 Audit Report

Mr. Bloom advised that there were no findings or issues with the FY 2024 Audit Report. This report considers not only numbers but purchasing policies, fees, permitting costs, and more. He compared the FY 2023 and 2024 results, noting that in 2023, the Town had a \$92,000 favorable net change in its fund balance; in 2024, the favorable net balance increased to \$116,000. The Town's unassigned cash, which is unrestricted, was \$3.5 million in the General Fund, representing an increase of roughly \$102,000.

For the Water Fund, FY 2024's ending position was a break-even point. This followed a net positive increase of \$145,000 in FY 2023. Repairs, maintenance, and increasing costs affected this fund more significantly than the General Fund, as the General Fund is more contract-based.

The Town's reserve balance for FY 2024 was \$2.4 million. Mr. Bloom characterized this as an operating reserve. The Town's next capital project will require the Town to seek funding. He concluded that this is an average number.

A question was asked regarding the \$2.2 million provided by the Rosewood project and the interest created by this amount. Mr. Bloom referred the Commissioners to the Town's investment portfolio, noting that investment has resulted in an overall 3% increase. The Town's portfolio is diversified between commercial investments, Treasury notes, and more.

B. Police Department

Rob O'Neill, Chief of Police

Police Chief Rob O'Neill reported that the Police Department recently added a new Cadet who will begin training in 911 communications. After this training is complete, if all requirements are met, the Cadet will move on to the Police Academy. This leaves only one vacancy in the Department. The most recent Cadet who advanced to an Officer position is currently undergoing field training.

Chief O'Neill continued that on-site accreditation is scheduled for November 18-20, 2025. He emphasized the importance of this process, which reviews Department activity and policies. This is the Town's fifth three-year accreditation cycle, which is the Excelsior cycle.

B. Building Department

George Folles, Building Official, CG&A

Building Official George Folles reported that the Related Group's projects continue to receive special inspections as well as regular Town inspections. The Building Department and Police Department remain in contact to ensure there are no traffic or other issues. The Building Department will meet with the Related Group on October 8, 2025 to review new plans for deferred items.

The Department will also meet with the property owner of 1205-1206 Hillsboro Mile now that the former building has been demolished. While demolition is complete, trash removal is still ongoing and Town Staff has some remaining questions about activity on the property.

Plan review is up to date, with most building permits issued within three to five days. Mr. Folles advised that he reviews all plans for both large and small projects.

The Town is revisiting its list of 25- to 40-year building inspection reports. Mr. Folles stated that he hopes to provide this updated list to the Commission at their next scheduled meeting. Town Staff will contact property managers, contractors, and engineers involved with these reports as well as with concrete restoration.

Mr. Folles concluded by encouraging all residents to remain cognizant of weather reports through the end of hurricane season.

C. Code Enforcement

Bernard Pita, Code Compliance Supv.

Code Compliance Supervisor Bernard Pita reported that there is no new Code activity. Monitoring of construction sites continues and remains steady. There is one active overgrown grass case on which the Town has had no response from the property owners. A Special Magistrate hearing for several cases is scheduled for Monday, October 13, 2025.

Mr. Pita continued that he has conducted two initial inspections and 42 re-inspections, most of which addressed Fire Code. There are currently 26 cases scheduled to go before the Special Magistrate, with more anticipated by Monday. He noted that there are

several seawalls on the Intracoastal Waterway which are undergoing upgrades. He provided brief updates on individual cases.

Mayor Miller recalled that a meeting was held in summer 2025 regarding the property at 987 Hillsboro Mile, which had requested a variance which was not approved by the Commission. She advised that she would like to move that the Commission reconsider this variance application if there is consensus to do so from the other Commissioners. She explained that since the case was first heard, additional information has come to light. The case had involved the placement of a generator next to the property line, to which the adjacent property owner had not objected. The property owner has been unable to locate the generator elsewhere due to the floodplain.

Town Attorney Doody explained that there will be a motion to reconsider the Item on the next month's Agenda. If the Commission votes to reconsider, the Item will come before them in December 2025. There was Commission consensus at this time to proceed with this process.

VIII. 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

Information was requested from the Town Manager regarding review of seawalls within the Town. Mr. Serda explained that the Town has experienced significant wave activity on its ocean seawalls and has provided photos to engineers who will be on-site once this activity has subsided. They will determine how much sand has been lost from beaches due to wave energy. The beach is expected to recover to some degree once the activity has settled. The Town is preparing for the design and permitting phases of the next beach nourishment project, which is anticipated in roughly 18 months to two years and will be realized in conjunction with the City of Deerfield Beach.

VIII. TOWN ATTORNEY REPORT

Town Attorney Doody advised that all three bases of a lawsuit against the Town are still pending.

IX. TOWN COMMISSION COMMENTS/REPORTS

Mayor Miller recalled that she and Mr. Serda recently attended a Florida resilience conference to hear federal updates on mapping. She expressed interest in receiving sand from the Hillsboro Inlet district for inland management, emphasizing the importance of the Town's ongoing relationship with this neighbor. Hillsboro Inlet is required to perform a study before the development of its next Inlet Management Plan which indicates where they will place sand. There has also been a regulation change which will require Hillsboro Inlet to show how they will distribute sand on adjacent beaches. The Town will continue to follow up on this process.

Commissioner Reiser reported that the Condo Forum will meet on Wednesday, October 15, 2025. No topic has been determined thus far. The Broward Metropolitan Planning Organization (MPO) Board meeting was tabled in October.

It was also noted that the Hillsboro Beach Club is still awaiting permits related to their oceanside seawall. This location may be one option for the placement of additional sand.

X. PUBLIC COMMENTS

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

XI. ADJOURNMENT

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

The meeting was adjourned at 10:43 a.m.

ADOPTED THIS _____ DAY OF _____, 2025.

By: _____
Dawn Miller, Mayor

ATTEST:

DRAFT



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Site Plan Review for Property Located at 1085 Hillsboro Mile, Hillsboro Beach, FL 33062

Property Owner: Land Banc Trust

Request: Authorized Agent, Morris Flancbaum, is Seeking Site Plan Approval

Staff: Graham Long, Development Planner, CG&A

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. 1085 Hillsboro Mile - Site Plan Staff Report 11.5.25
 2. Development Application
 3. Front Gate New
 4. Landbanc-FOR PERMIT - H-1
 5. Landbanc-FOR PERMIT - H-4
 6. Landbanc-RETAINING WALLS-FOR PERMIT - H-1
 7. Landbanc-RETAINING WALLS-FOR PERMIT - H-4
 8. Sun Sentinel Affidavit



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO: Mayor Miller and Town Commission
THROUGH: Mac Serda, Town Manager
FROM: Graham Long, Planning Consultant
DATE: November 5, 2025
SUBJECT: Site Plan
LOCATION: 1085 Hillsboro Mile

This report is regarding a Site Plan approval request for a property located 1085 Hillsboro Mile, submitted to the Town on October 3, 2025. The owner of the property, Land Banc Trust, and authorized agent, Mr. Morris Flancbaum (owner) are the applicant. The applicant is requesting approval of a site plan. All improvements are proposed East of A1A, and no improvements are proposed West of A1A at this time.

Background

The applicant was granted site plan approval by the Town Commission on July 11, 2023, to modify the front yard area of the lot, and to construct a second story addition to the rear of the existing house. The approved site plan has not yet been implemented for the front yard area. The site plan expired one year after the original date of approval, after which the applicant had 90 days to request an extension of approval, which was granted by the Town Commission on November 12, 2024.

With the currently approved site plan still not having been implemented in the front yard area of the lot, rather than seek an additional extension of the previously approved site plan, the applicant is proposing a new site plan for consideration, with proposed modifications to the lot limited to the front yard area.

The property is a single lot totaling roughly 69,499 square feet (1.6 acres). All modifications in the scope of work are located in the front yard area east of A1A.



Documents Submitted

1085 Hillsboro Mile – Location of proposed changes

Information submitted with the Site Plan approval request include new digital and hard copies of the plan. These include site plan layout sheets, landscape plans and specifications, hardscape plans, and other details.

Site Plan Review and Comments

The Planning Consultant reviewed the new submittals and found them to be zoning compliant.

As this lot has a significant slope in the front yard area, retaining walls exist, none being over six feet in height, and the applicant is proposing to maintain such walls. The applicant proposes to move the driveway from the north side of the lot to the south side, and will thus have to remove a short section of the retaining walls, and fill in the area from the current driveway. The applicant has submitted documentation showing sections of each retaining wall on the site plan, demonstrating that none are above six (6) feet in height.

Please find below an analysis of the proposed work.

**Items marked 'N/A' not applicable to the scope of work.*

STANDARDS / RESULTS

Town of Hillsboro Beach Zoning Code, Applicable Requirements

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 | Existing setback remains. |
| Side yard | Not less than 15 feet measured from the roof overhang, or 6 inches per foot of building height, whichever is greater *Exception for mechanical equipment | N/A |
| 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 | N/A |

| | | |
|-----------|---|---|
| | than the building setback line as shown on the plat. | |
| Generator | Generators and Athletic Play Areas shall not be permitted in the minimum required side yard, and their location or future proposed location shall be provided on a site plan. | The existing generator is not located within the required side yard. Such generator is located 15'9" away from the side lot line. |

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

| | Required | Proposed |
|------------------------------|---|--|
| Open staircases and walkways | Open staircases and walkways. Open unenclosed staircases and walkways may extend into a side yard but not within the minimum eight (8) foot wide Side Yard Landscaped Buffer. | The walkway along the north property line is existing. |

Sec. 12-263. - Use regulations.

| | Required | Proposed |
|-------------------------|---|---|
| Fences and Walls | 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, may be erected within or along the boundaries of a lot or yard area | All proposed walls in front yard area are 6' in height or less. |
| Driveways | No driveway entrance or exit shall be within the minimum eight (8) foot wide Side Yard Landscaped Buffer, or within 8 feet of the intersection of a side lot line and State Highway A1A, or street giving access to the lot, and this minimum requirement shall continue for a distance of not less than 45 feet from the center line of the state highway or street. | The modifications to the driveway abide by the minimum 8' side setback requirement. The driveway is setback 11' from the edge of the driveway to the side property line. |
| Entrance Gate Locations | All call boxes and/or gate-opening devices associated with driveway entrance gates on the street entrance side of such gate shall be located with sufficient distance to permit two vehicles to queue on the driveway. | The proposed front entry gate is setback 40' from the front setback line. The provided plans indicate sufficient room for the stacking of 2 vehicles within the confines of the property between the front property line and gate location. |

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

| | Required | Proposed |
|---------------------|--|--|
| Fuel storage | Fuel storage. 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. | The relocated underground LP tanks are setback 15' from the front property line. |

Staff Recommendation

Based on the analysis of the plans, the Hillsboro Beach Code of Ordinances, the Planning Consultant recommends approval of the site plan.



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

RECEIVED

OCT 03 2025

*SDH
Town Clerk*

DEVELOPMENT APPLICATION

Submittal Date: _____ Zoning Board Meeting Date: _____
 Property Control # 484317000130 Town Commission Meeting Date: 11/5/25

| PROPERTY OWNER(S) | | AUTHORIZED AGENT | |
|---|--------------------|---|-------|
| NAME: Land Banc Trust | | NAME: Morris Flancbaum | |
| ADDRESS: 1085 Hillsboro Mile, Hillsboro Beach, FL 33062 | | ADDRESS: 2200 NW Corporate Blvd, Ste 317 Boca Raton, FL 33431 | |
| PHONE: | CELL: 732-330-5000 | PHONE: 561-245-8242 | CELL: |
| E-MAIL natlandbanc@aol.com | FAX: | E-MAIL diana@landbancmanagement.com | FAX: |

APPLICANT'S CERTIFICATION

(I) Morris Flancbaum (owner), (architect) or (authorized agent) affirm and certify that I understand and will comply will 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.

[Handwritten Signature]

Signature

Morris Flancbaum

Print Name

STATE OF FLORIDA, COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 26 day of September 2025, by Morris Flancbaum as owner for 1085 Hillsboro Mile

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

[Handwritten Signature]

Notary Signature

[Handwritten Name]

Print Notary Name



DIANA BLESS
 Notary Public
 State of Florida
 Comm# HH426289
 Expires 7/26/2027

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 on 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: 1085 Hillsboro Mile Hillsboro Beach, FL 33062 District: _____

Proposed Zoning: RS-2

Existing Comprehensive Plan Designation: Single Family Residence

Proposed Comprehensive Plan Designation: Single Family Residence

Existing Land Use: Single Family Residence

Proposed Land Use: Single Family Residence

Total Site Area: 69,499 Sq. Ft. 1.6 Acres

Flood Zone Category: VE, X

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. 5 bedroom home with pool, garage, generator and LP tanks.

Describe the type of operation or business proposed; or the proposed construction. Alteration to driveway, gate, retaining walls, and landscape

Estimated construction cost: \$350,000

Describe in detail the phasing of the proposed development. N/A

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 an amendment to the site plans that were already approved.

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. Yes a previous site plan extension was requested

Has a site plan been previously approved by the Town Commission for this property?

Yes No If yes, please note date of previous approval. 11/12/24

(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)

RECEIVED

OCT 07 2025

gjh.

NARRATIVE LETTER

9/26/25

To Whom It May Concern:

This request is to get the approval of our site plan revision. The previous plan was original approved on 8/8/23 and extended on 11/12/24.

Sincerely,

Morris Flancbaum

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER. HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED.

1034

J.P.Morgan
J.P. MORGAN CHASE BANK, N.A.
1-2/210

LAND BANC TRUST
2200 NW CORPORATE BLVD STE 317
BOCA RATON, FL 33431-7307

9/26/2025

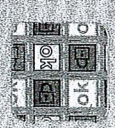
PAY TO THE ORDER OF Town of Hillsboro Beach


\$ **2,000.00

Two Thousand and 00/100***** DOLLARS

Town of Hillsboro Beach

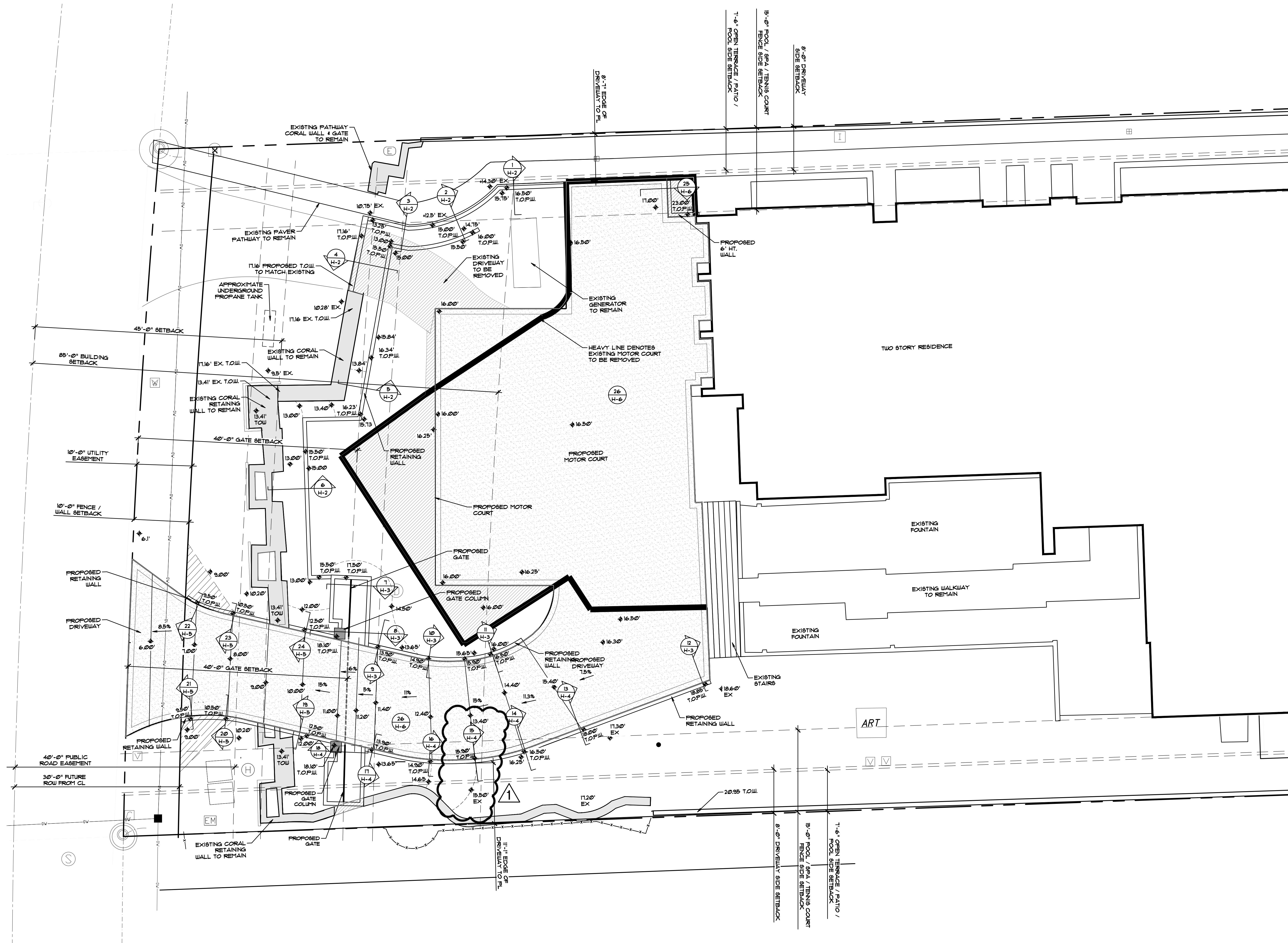
MEMO




AUTHORIZED SIGNATURE



LandBanc Trust Residence
 1085 Hillsboro Mile
 Hillsboro Beach, Florida



CAUTION: PLEASE NOTE

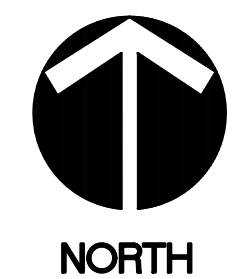
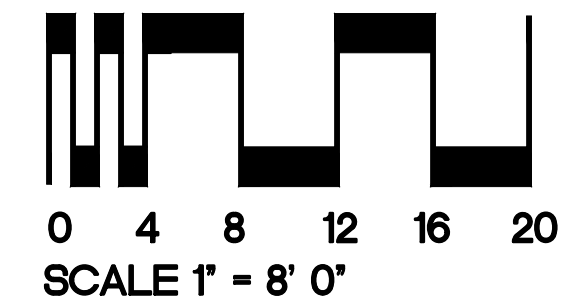
Contractor shall secure all permits required for the work from any state or local departments, utility companies or jurisdiction affected by the work. The Contractor shall have permits "in hand" prior to starting work. The Landscape Architect and/or Owner shall bear no responsibility for work performed without permitted drawings. The Contractor shall be responsible for all changes to work, at no additional cost to Owner, as a result of unauthorized work prior to receipt of permit.

THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER. VERIFY WITH STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION

REFER TO VENDORS FOR ALL INSTALLATION MATERIALS AND PROCEDURES/FOLLOW ALL MANUFACTURERS INSTALLATION INSTRUCTIONS

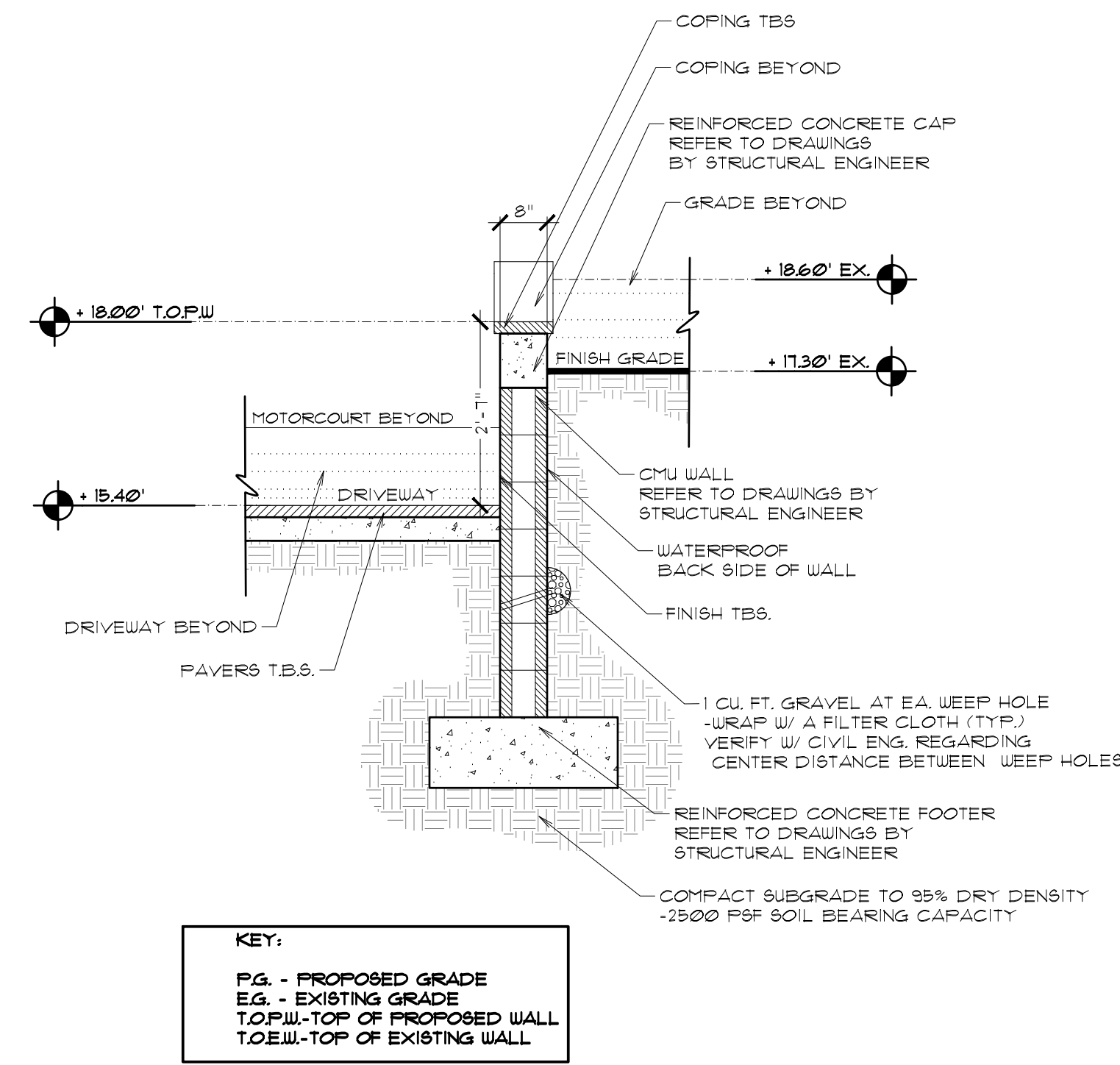
POOLS BARRIERS AND GATES
 ALL POOL BARRIERS MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTIONS 454.2.17.1.1 THROUGH 454.2.17.1.7. ALL POOL GATES MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTION 454.2.17.1.8. ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM A DWELLING TO A POOL MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTION 454.2.17.1.9

FOR PERMIT
10/13/2025

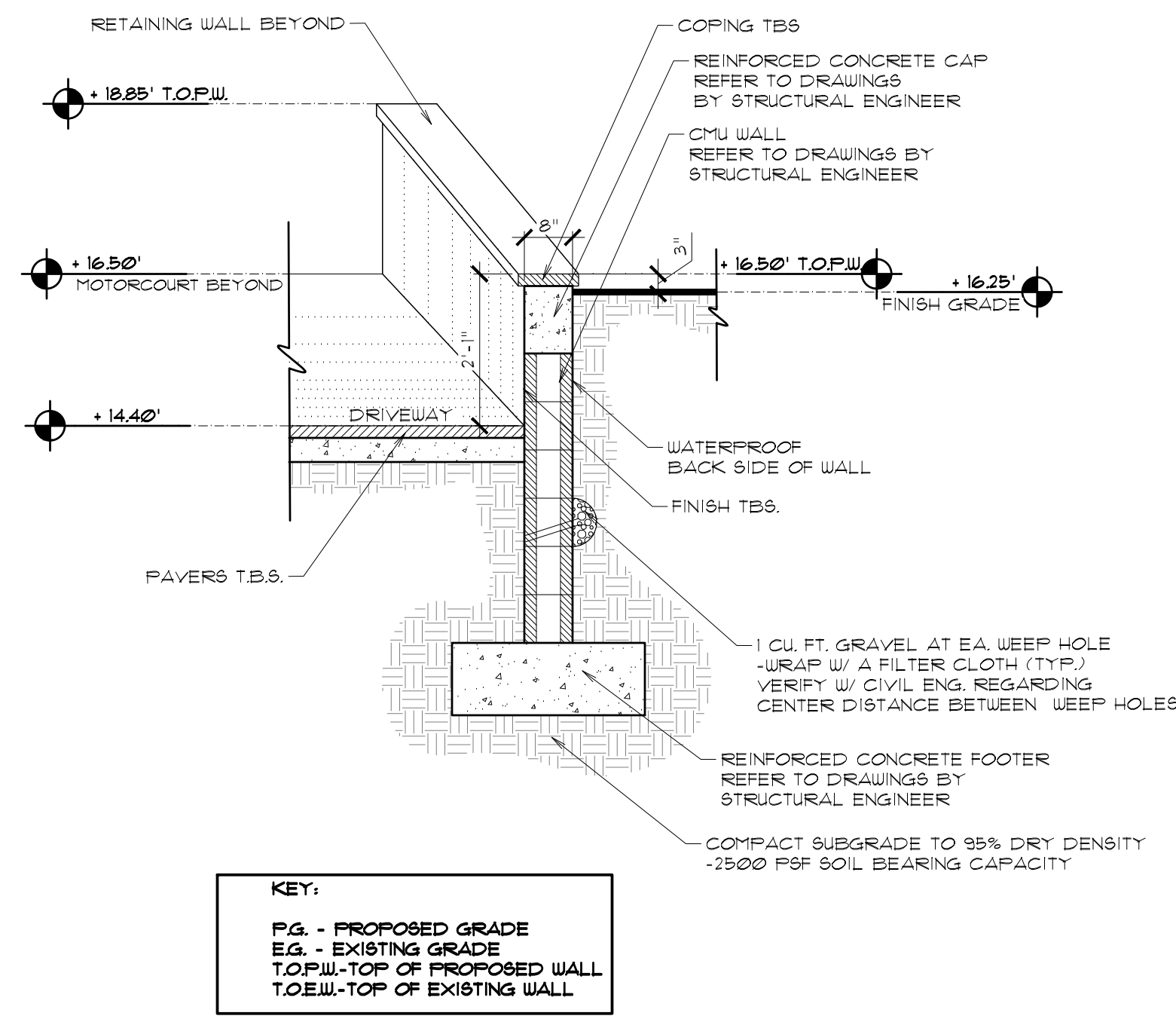


| | |
|----------------|-------------------------|
| DRAWING TITLE: | HARDSCAPE LAYOUT |
| SHEET: | H-1 |

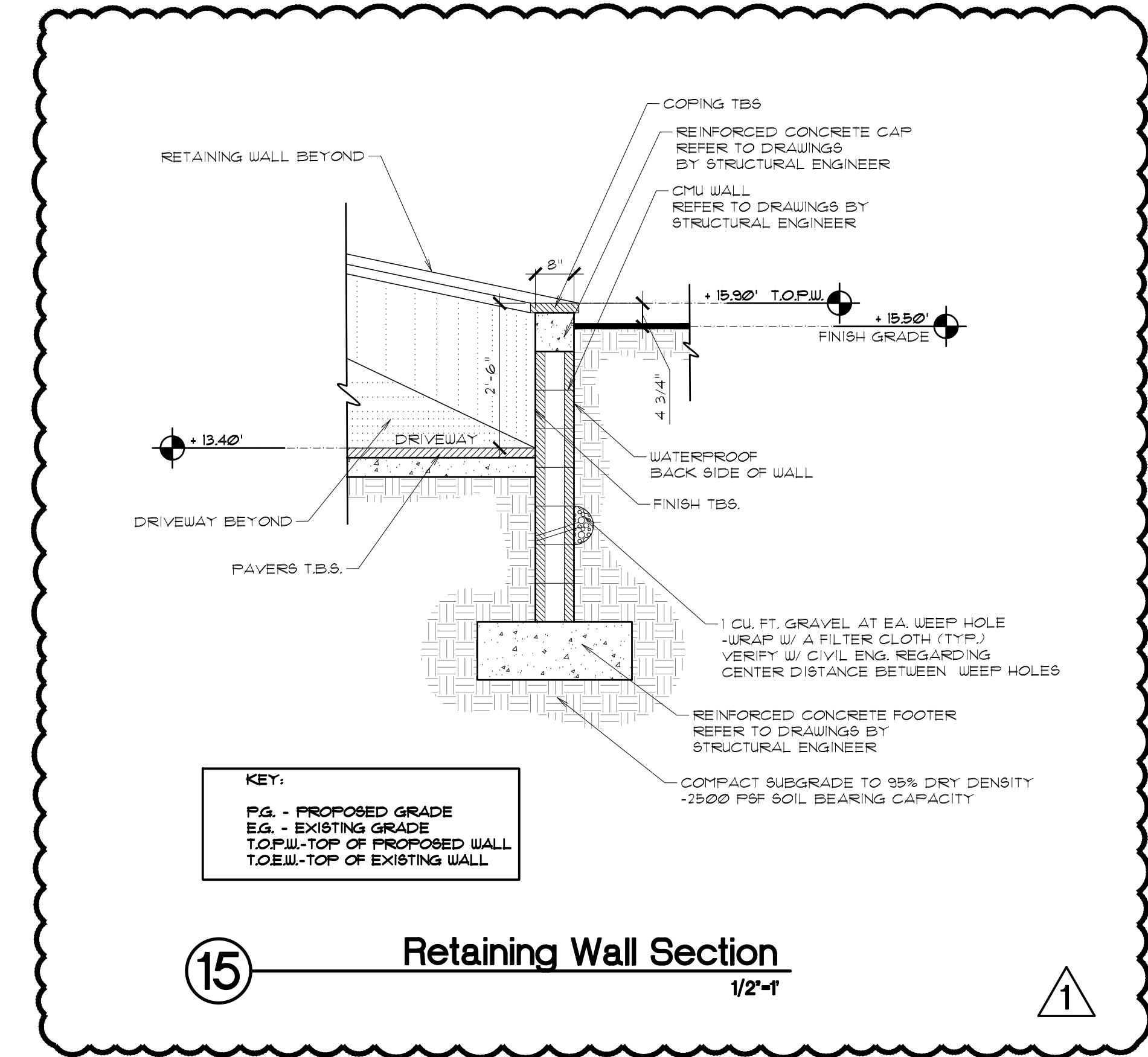
| | |
|-----------------------|--------|
| 10/13/2025 FOR PERMIT | |
| 10/03/2025 FOR PERMIT | |
| ISSUE HISTORY | |
| PROJ NO: | 22038R |
| PROJ MGR: | KDW |
| DRAWN BY: | KDW/EL |
| CHECKED BY: | KW |



13 Retaining Wall Section
1/2"=1'



14 Retaining Wall Section
1/2"=1'

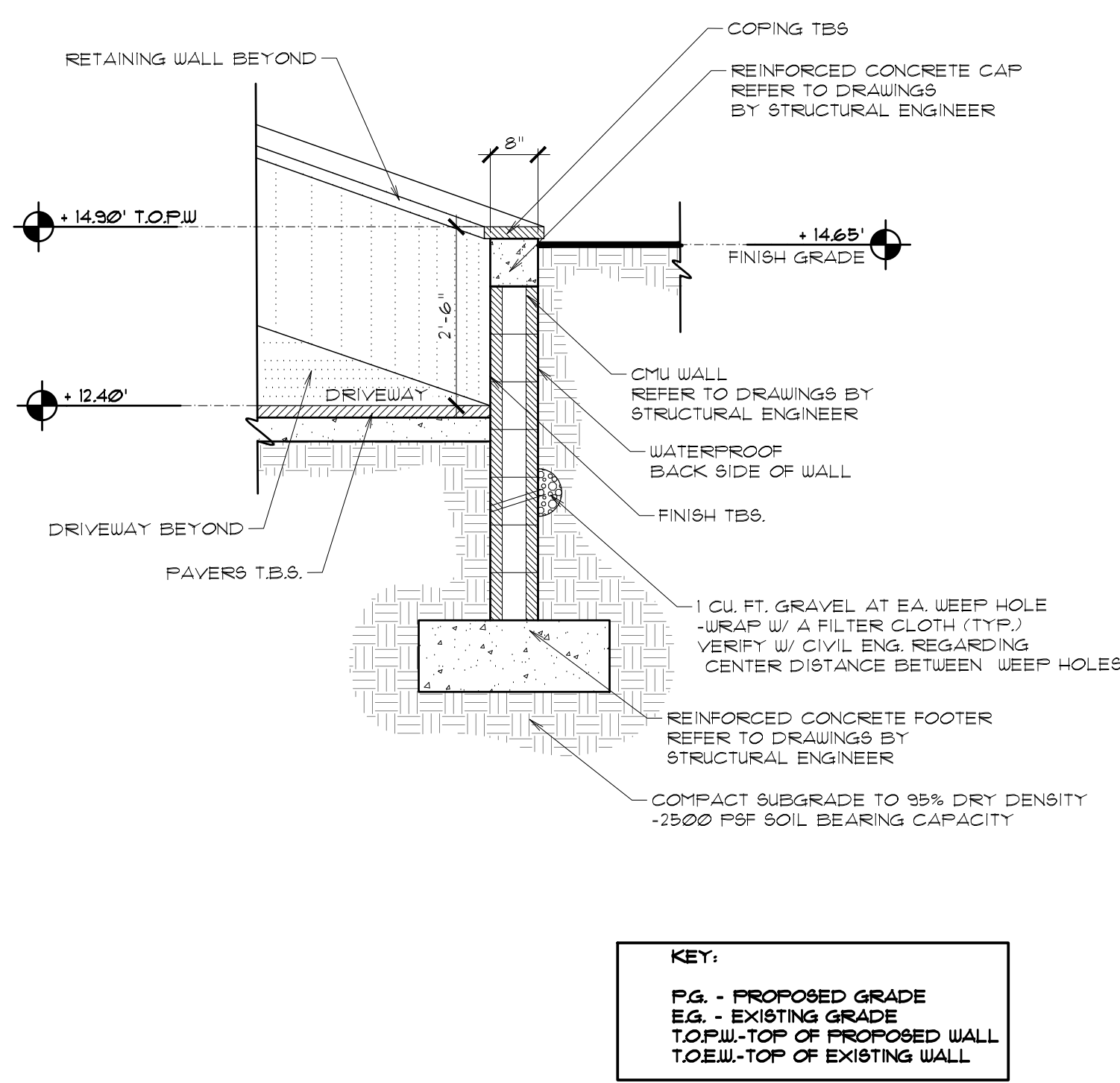


15 Retaining Wall Section
1/2"=1'

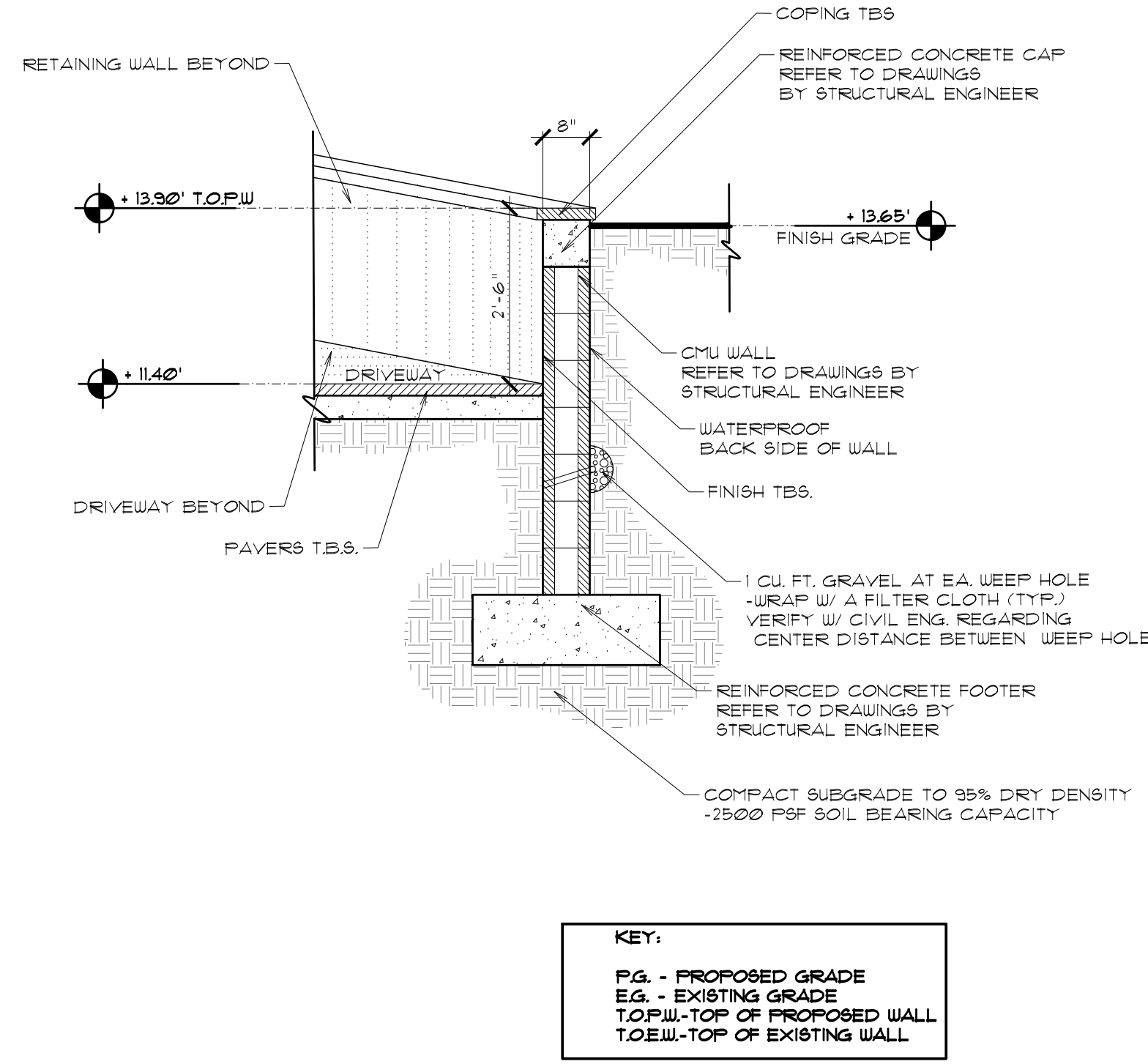
NOTE:
FRONT SIDE WALL SHALL COMPLY W/12-263 (AX3) SOLID MATERIAL

NOTE:
ALL SITE WALLS SHALL COMPLY WITH SEC. 12-263 (A) (1) (a)

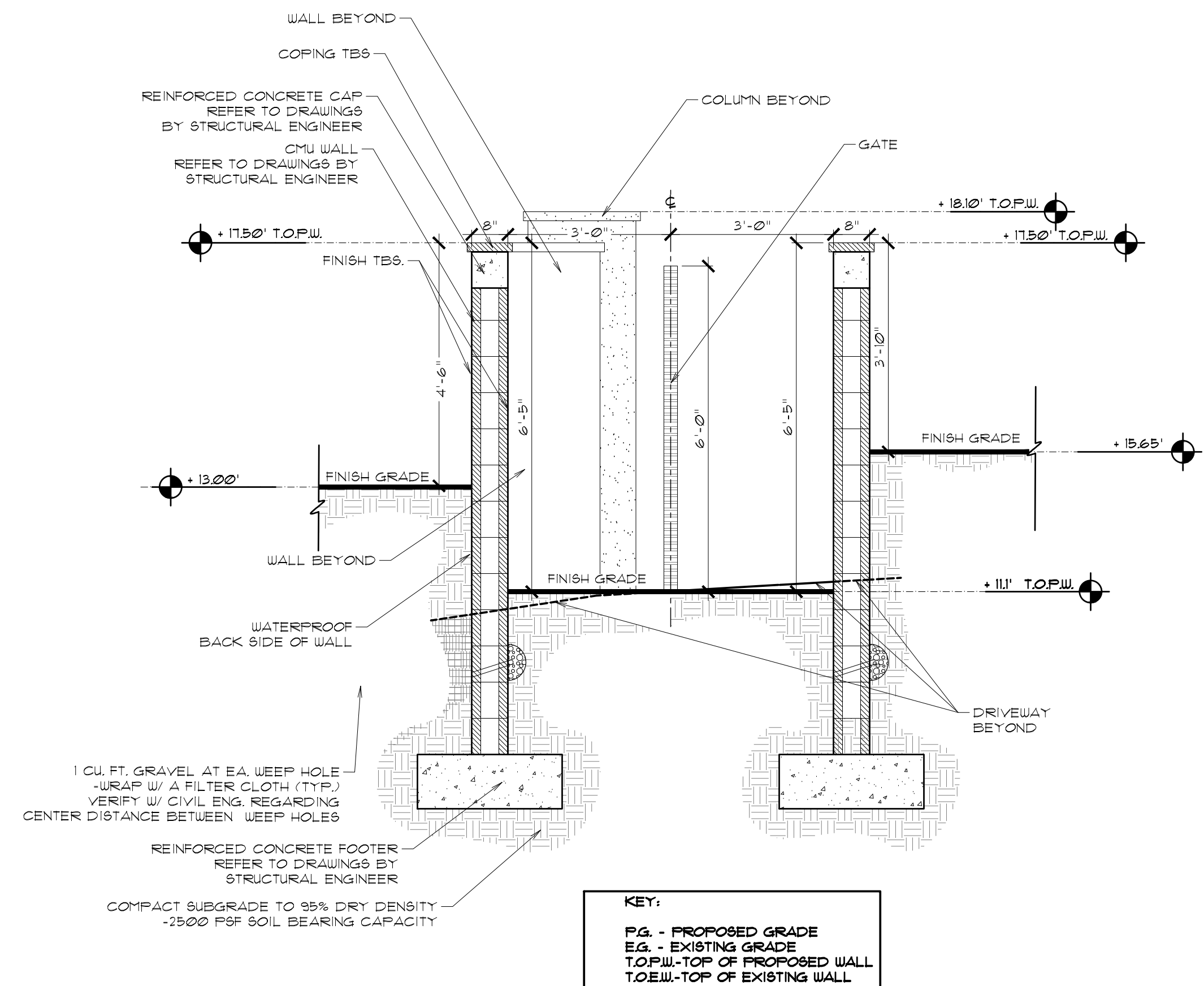
NOTE:
PROVIDE PROFILES & SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL



16 Retaining Wall Section
1/2"=1'



17 Retaining Wall Section
1/2"=1'



18 Retaining Wall - Gate - Column Section
1/2"=1'

LandBanc Trust Residence
 1085 Hillsboro Mile
 Hillsboro Beach, Florida

10/13/2025 FOR PERMIT
 10/13/2025 FOR PERMIT
ISSUE HISTORY
 PROJ NO: 22038R
 PROJ MGR: KDW
 DRAWN BY: EL
 CHECKED BY: KDW

DRAWING TITLE:
 HARDSCAPE
 DETAILS

SHEET:
 H-4

CAUTION: PLEASE NOTE

Contractor shall secure all permits required for the work from any state or local departments, utility companies or jurisdiction affected by the work. The Contractor shall have permits "in hand" prior to starting work. The Landscape Architect and/or Owner shall bear no responsibility for work performed without permitted drawings. The Contractor shall be responsible for all changes to work, at no additional cost to Owner, as a result of an unauthorized work prior to receipt of permit.

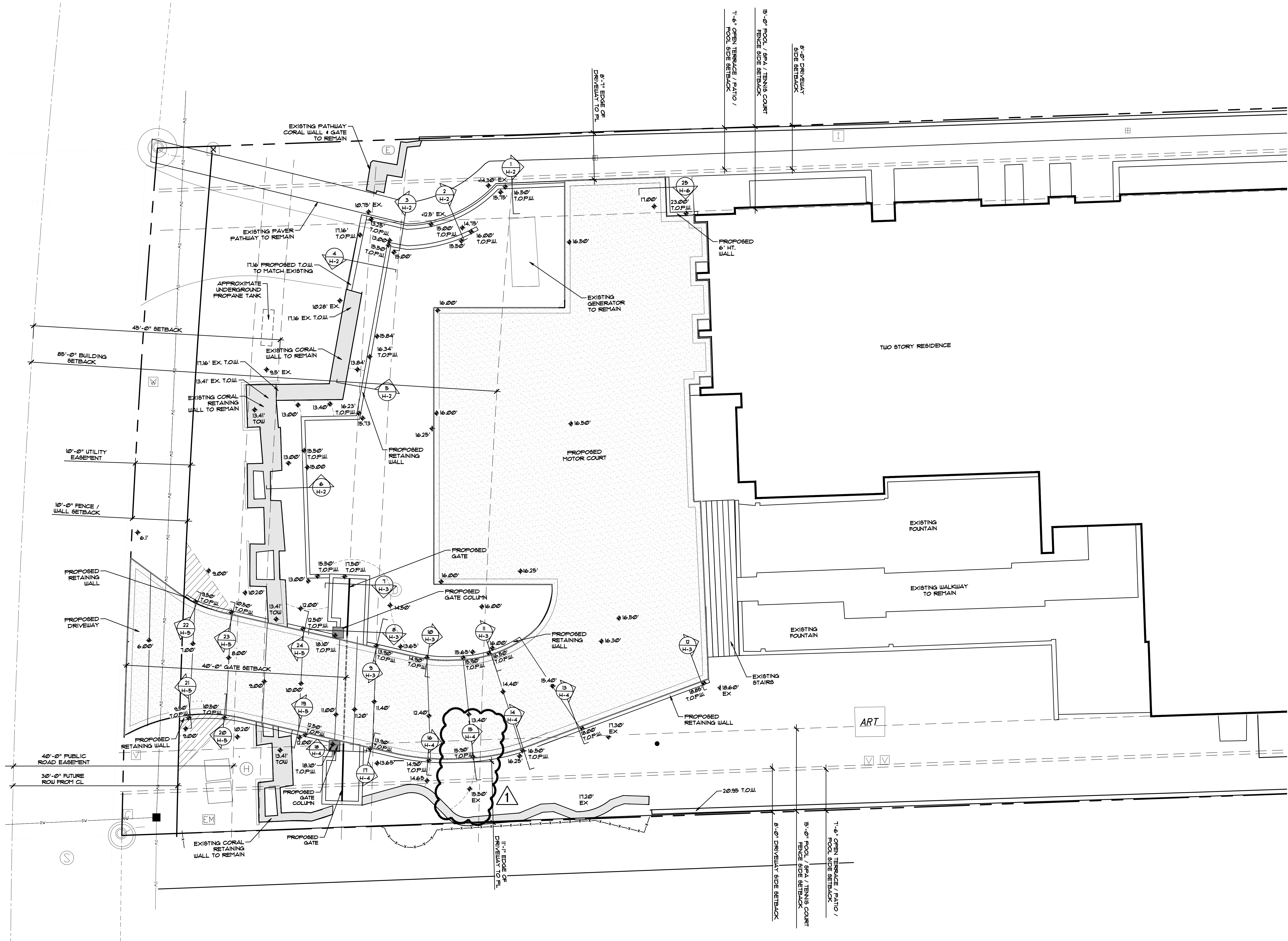
THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER. VERIFY WITH STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION

REFER TO VENDORS FOR ALL INSTALLATION MATERIALS AND PROCEDURES/FOLLOW ALL MANUFACTURERS INSTALLATION INSTRUCTIONS

POOLS BARRIERS AND GATES
 ALL POOL BARRIERS MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTIONS 454.2.17.1.1 THROUGH 454.2.17.1.7. ALL POOL GATES MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTION 454.2.17.1.8. ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM A DWELLING TO A POOL MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTION 454.2.17.1.9

FOR PERMIT
 10/13/2025

LandBanc Trust Residence
 1085 Hillsboro Mile
 Hillsboro Beach, Florida



10/13/2025 FOR PERMIT
 10/03/2025 FOR PERMIT
 ISSUE HISTORY
 PROJ NO: 22038R
 PROJ MGR: KDW
 DRAWN BY: KDW/EL
 CHECKED BY: KDW

| | |
|----------------|--|
| DRAWING TITLE: | Retaining Walls HARDSCAPE LAYOUT |
| SHEET: | H-1 |

CAUTION: PLEASE NOTE

Contractor shall secure all permits required for the work from any state or local departments, utility companies or jurisdiction affected by the work. The Contractor shall have permits "in hand" prior to starting work. The Landscape Architect and/or Owner shall bear no responsibility for work performed without permitted drawings. The Contractor shall be responsible for all changes to work, at no additional cost to Owner, as a result of unauthorized work prior to receipt of permit.

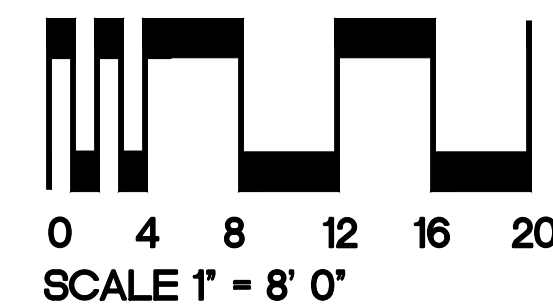
THIS DRAWING HAS NOT BEEN REVIEWED
 BY A STRUCTURAL ENGINEER
 VERIFY WITH STRUCTURAL ENGINEER
 PRIOR TO CONSTRUCTION

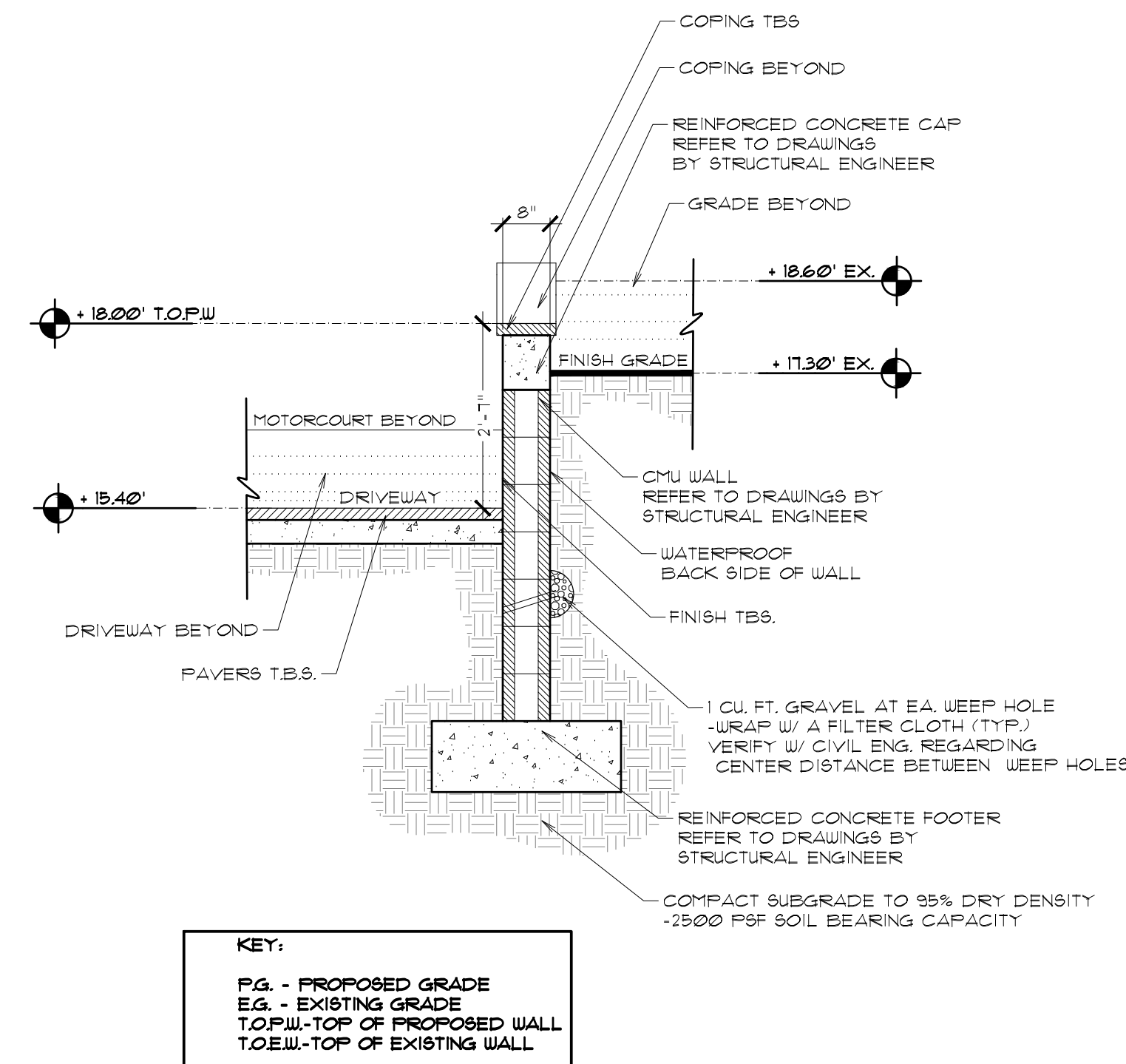
REFER TO VENDORS FOR ALL INSTALLATION
 MATERIALS AND PROCEDURES/FOLLOW ALL
 MANUFACTURERS INSTALLATION INSTRUCTIONS

POOLS BARRIERS AND GATES

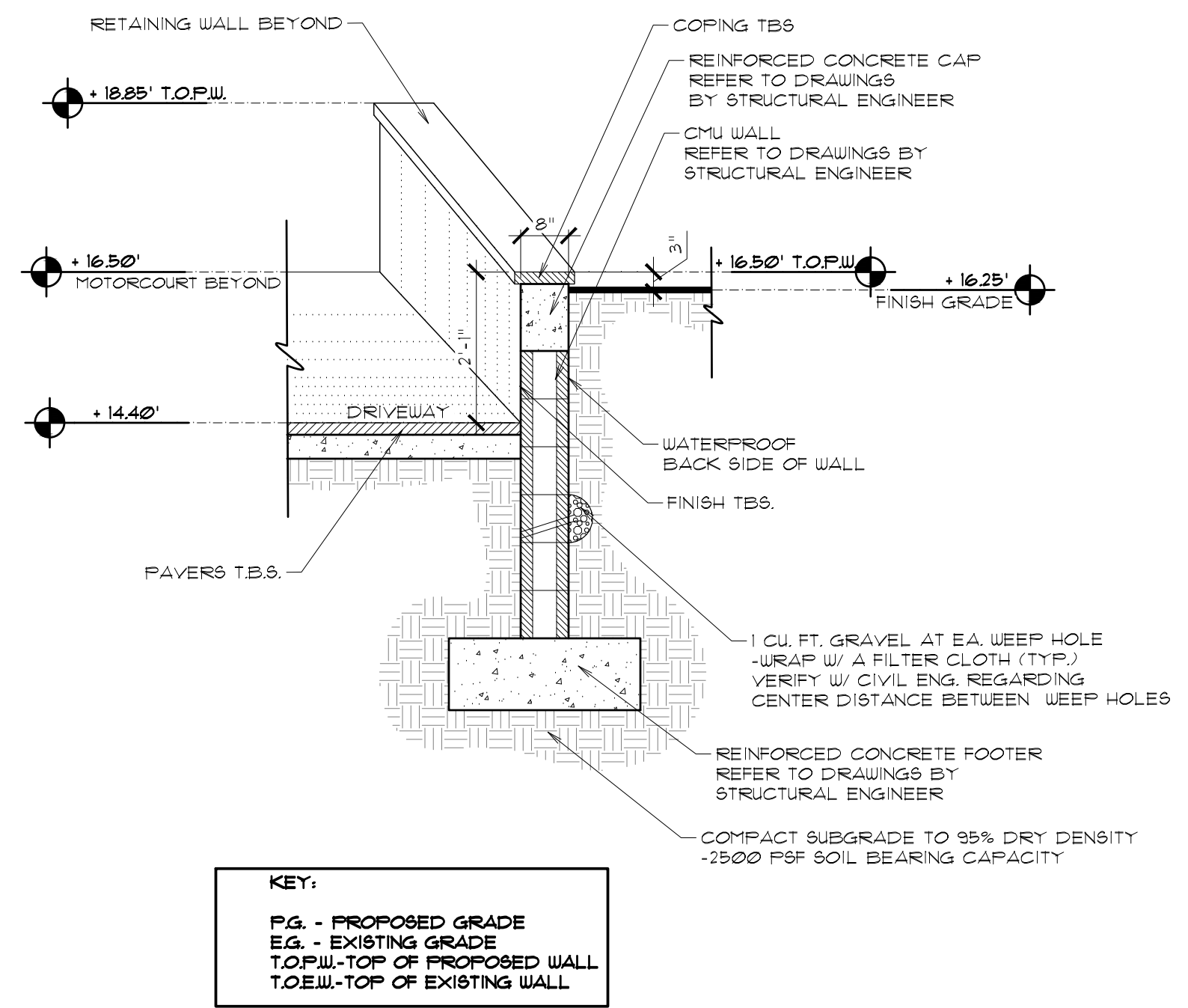
ALL POOL BARRIERS MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTIONS 454.2.17.1.1 THROUGH 454.2.17.1.7. ALL POOL GATES MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTION 454.2.17.1.8. ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM A DWELLING TO A POOL MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTION 454.2.17.1.9

FOR PERMIT
 10/13/2025

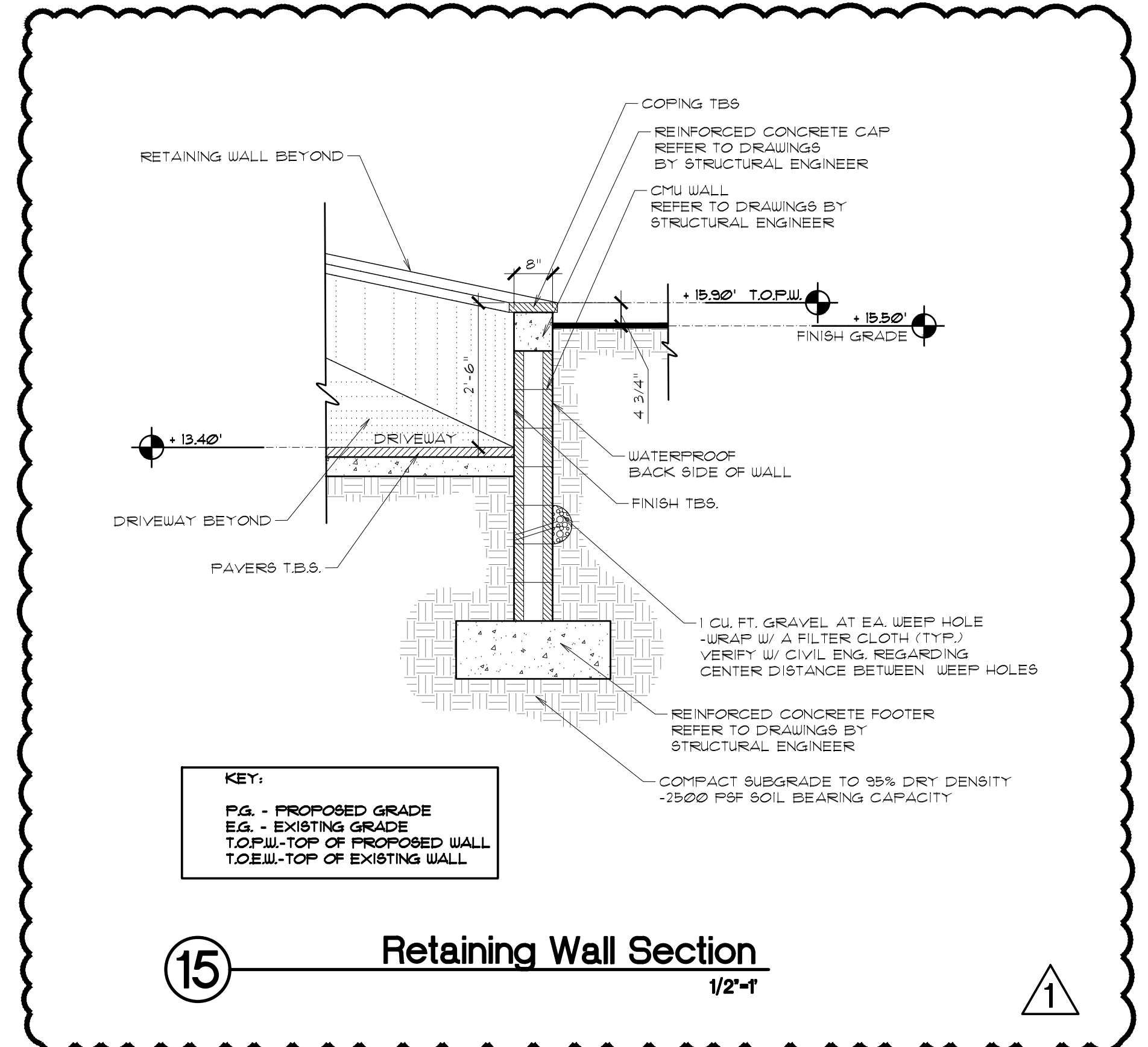




13 Retaining Wall Section
1/2"-1



14 Retaining Wall Section
1/2"-1

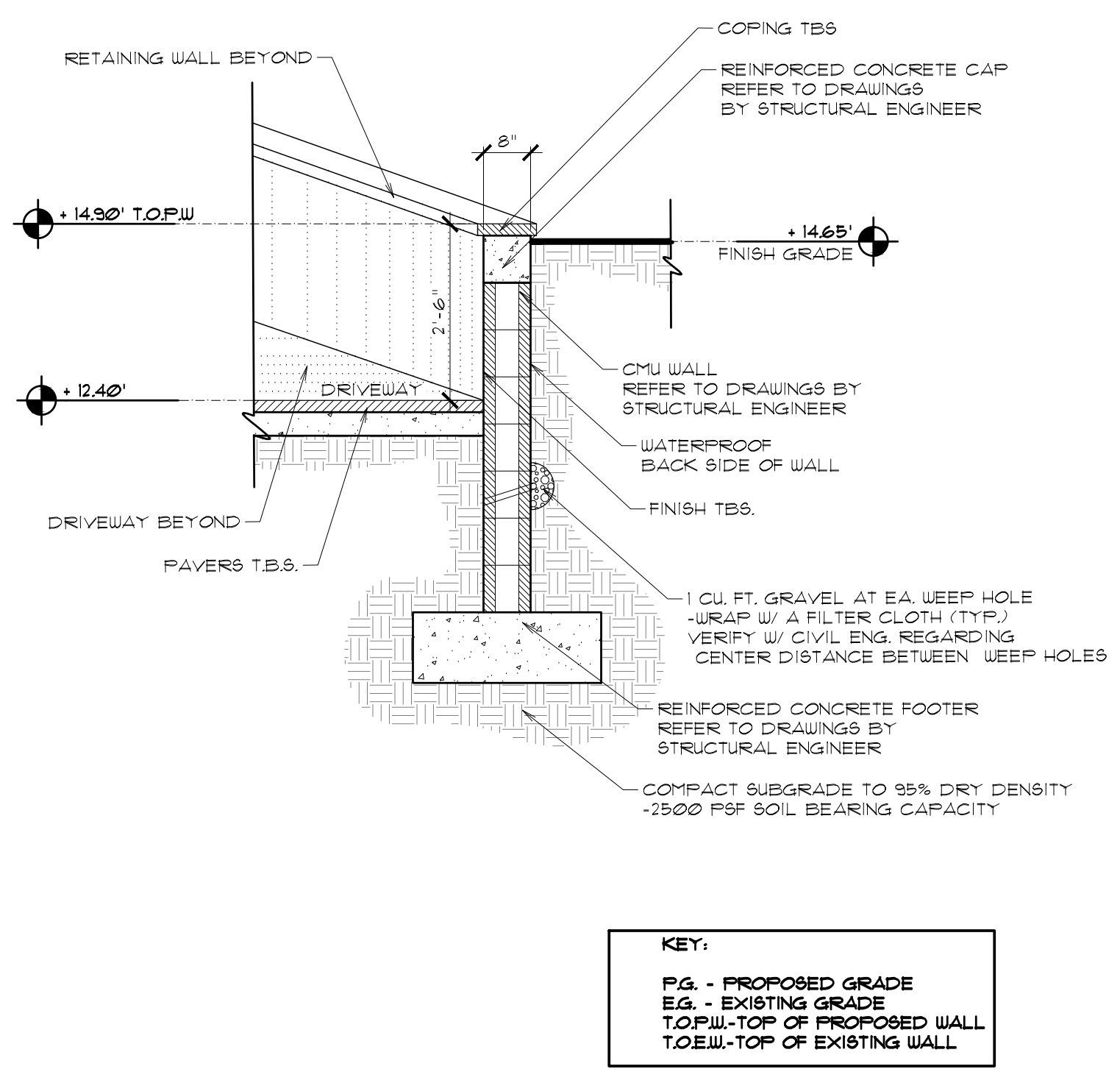


15 Retaining Wall Section
1/2"-1

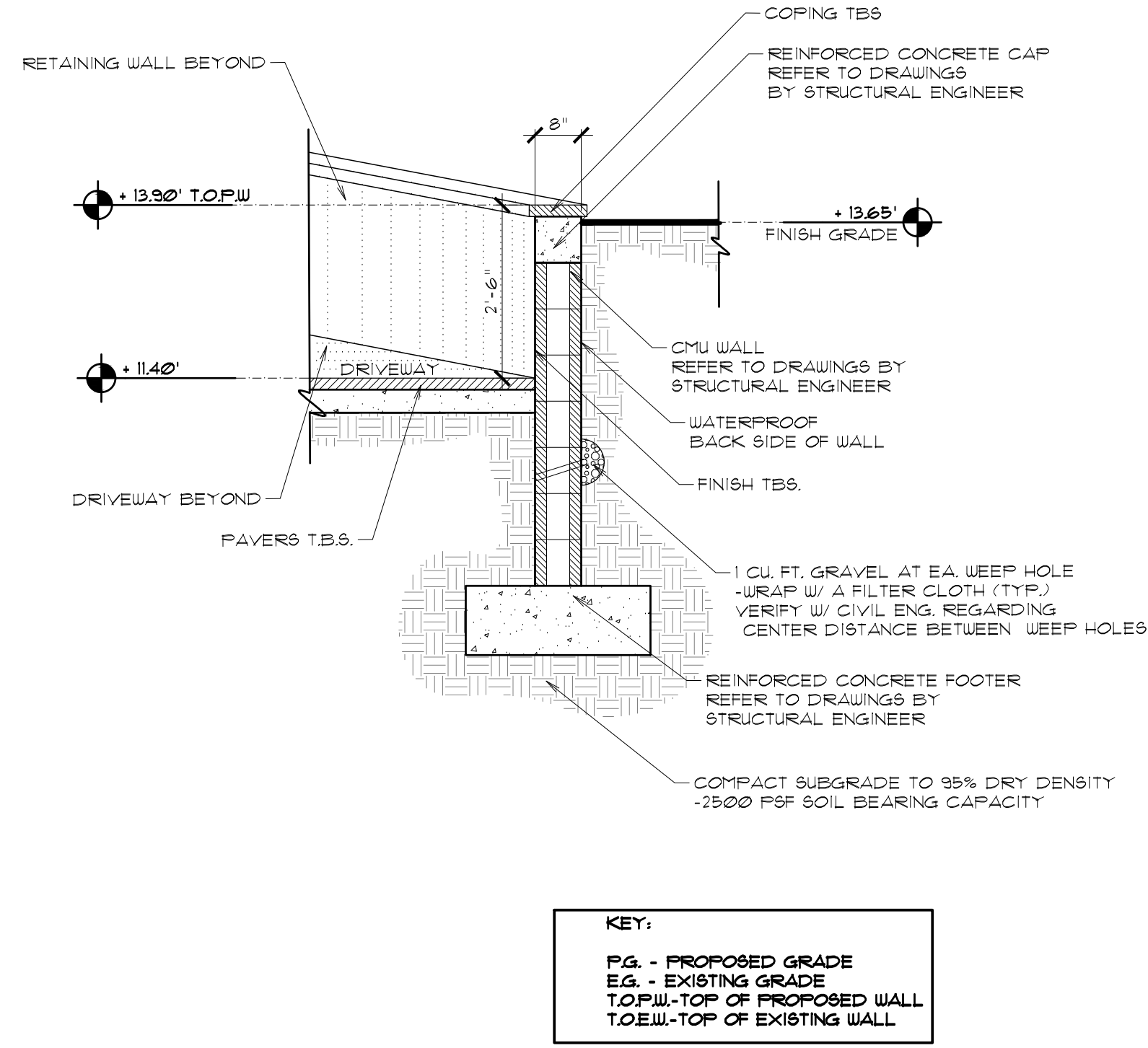
NOTE:
FRONT SIDE WALL SHALL COMPLY W/12-263 (AX3) SOLID MATERIAL

NOTE:
ALL SITE WALLS SHALL COMPLY WITH SEC. 12-263 (A) (1) (a)

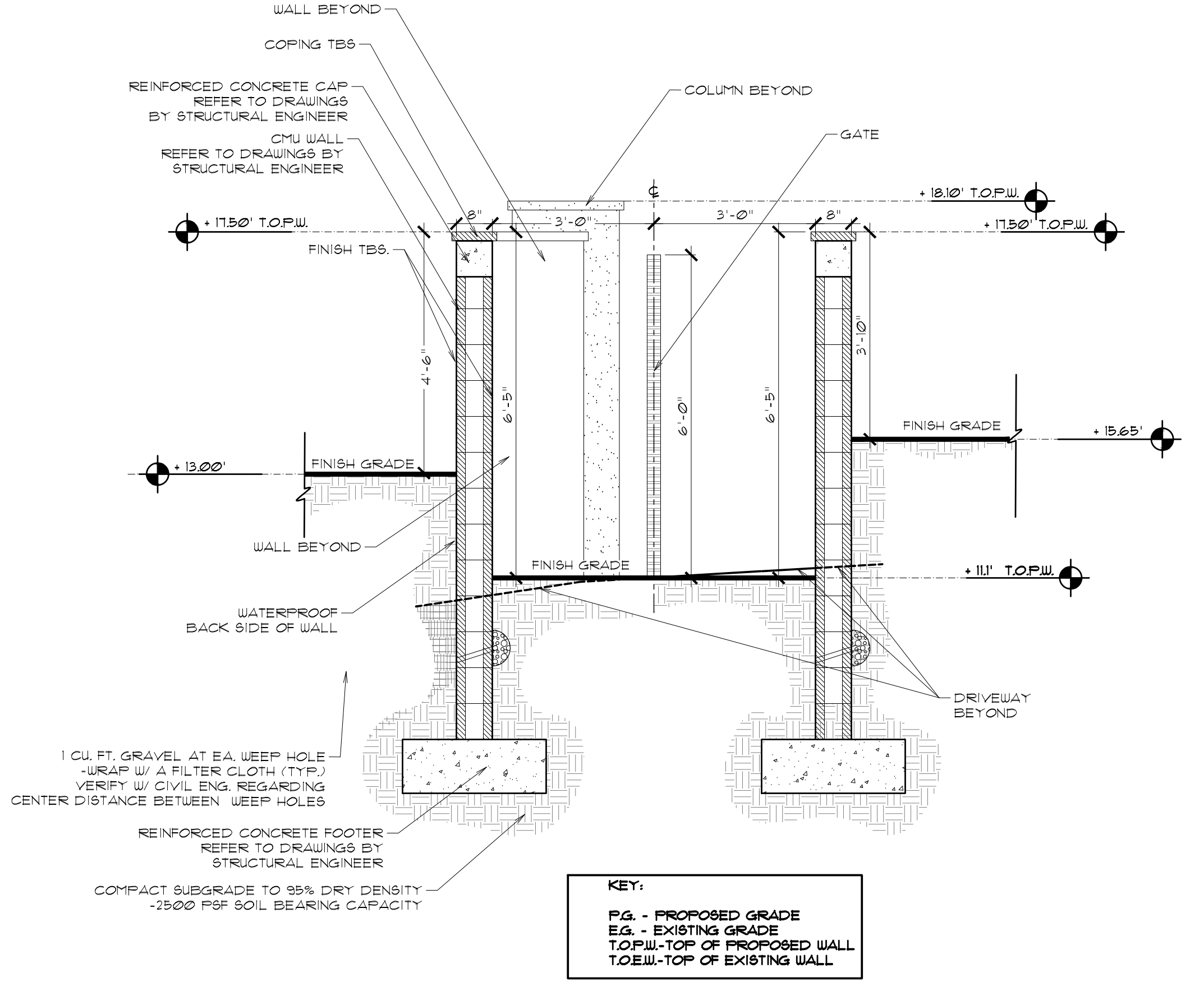
NOTE:
PROVIDE PROFILES & SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL



16 Retaining Wall Section
1/2"-1



17 Retaining Wall Section
1/2"-1



18 Retaining Wall - Gate - Column Section
1/2"-1

CAUTION: PLEASE NOTE

Contractor shall secure all permits required for the work from any state or local departments, utility companies or jurisdiction affected by the work. The Contractor shall have permits "in hand" prior to starting work. The Landscape Architect and/or Owner shall bear no responsibility for work performed without permitted drawings. The Contractor shall be responsible for all changes to work, at no additional cost to Owner, as a result of an unauthorized work prior to receipt of permit.

THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER. VERIFY WITH STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION

REFER TO VENDORS FOR ALL INSTALLATION MATERIALS AND PROCEDURES/FOLLOW ALL MANUFACTURERS INSTALLATION INSTRUCTIONS

POOLS BARRIERS AND GATES
ALL POOL BARRIERS MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTIONS 454.2.17.1.1 THROUGH 454.2.17.1.7. ALL POOL GATES MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTION 454.2.17.1.8. ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM A DWELLING TO A POOL MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTION 454.2.17.1.9

10/13/2025 FOR PERMIT
10/03/2025 FOR PERMIT
ISSUE HISTORY
PROJ NO: 22038R
PROJ MGR: KDW
DRAWN BY: EL
CHECKED BY: KDW

DRAWING TITLE:
HARDSCAPE DETAILS

SHEET:
H-4

FOR PERMIT
10/13/2025

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 Oct 24, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

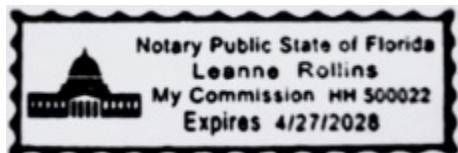


Signature of Affiant

Sworn to and subscribed before me this: October 25, 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: llittle@townofhillsborobeach.com
7883867

TOWN OF HILLSBORO BEACH, FLORIDA

NOVEMBER 5, 2025, 9:00 AM

Site Plan Review for 1085 HILLSBORO MILE, HILLSBORO BEACH, FLORIDA 33062
NOTICE IS HEREBY GIVEN the Town of Hillsboro Beach, Florida Town Commission will meet Wednesday November 5, 2025, at 9:00 am to consider Site Plan Approval for property located at 1085 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 received in-person at the meeting on November 5, 2025, as well as virtually via Zoom. The public can attend in person at Town Hall, located at 1210 Hillsboro Mile, Hillsboro Beach, Florida or virtually via Zoom video conference and provide public comment. Zoom Meeting log-in details are provided on 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
10/24/25 7883867

Order # - 7883867



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Motion to Approve the Board of Zoning Appeals (BZA) to Re-Hear the Sworn Testimony of Authorized Agents for the Property Located at 987 Hillsboro Mile, Hillsboro Beach, FL 33062, Seeking Variance Approval to Section 12-124 of the Town's Code of Ordinances; Variance was previously denied on June 3, 2025; Authorizing the BZA to Re-Hear this Matter for Reconsideration at the December 2, 2025 Hearing.

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. HB Staff Report - 987 HM (variance reconsideration)



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO: Mayor Miller and Town Commission
THROUGH: Mac Serda, Town Manager
FROM: Graham Long, Planning Consultant
DATE: November 5, 2025
SUBJECT: Reconsideration of a Variance: Placement of generator in a side yard, 987 Hillsboro Mile

The Property Owners, Mark & Tiffany Berch (Applicants) and their authorized agents, are requesting reconsideration of a previously denied variance. The variance was to allow for placement of a generator in a side yard, located at 987 Hillsboro Mile (HM). The property at 987 HM is within the RS-2 Single-Family residential district.

Background:

On June 3, 2025, the Board of Zoning Appeals (BZA) denied a variance request to permit the placement of the generator within the side yard setback, constituting a variance from section 12-124 of the Town's Code of Ordinances.

Subsequently, the Applicants have stated that certain extenuating circumstances prevent placement of the generator in other locations on the lot that would be zoning compliant. These may include, but are not limited to:

- Pre-existing underground garage infrastructure in the front yard area
- Rear yard setback concerns
- Certain FEMA regulations regarding the elevation of a generator

Action:

The Town Commission may authorize the BZA to re-hear the testimony of the Applicants and their authorized agents for the property located at 987 Hillsboro Mile, in connection with a request for variance approval to place the generator in a side yard.



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. 2025-43
Resolution to Ratify the Second Amendment to the Agreement with WastePro of Florida, Inc. Extending the Agreement for an Additional Ninety (90) Days for Solid Waste Collection and Disposal Services for the Town.

Submitting Dept: Town Clerk, LaToya Little, Office Assistant

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Resolution 2025-43
2. 2nd amendment to waste pro agreement revised v2 4897-2749-6296 3_

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

RESOLUTION NO. 2025-43

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, RATIFYING THE SECOND AMENDMENT TO AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES BETWEEN THE TOWN AND WASTE PRO OF FLORIDA, INC.; 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 ratify the Second Amendment to Agreement for Solid Waste Collection and Disposal Services between the Town and Waste Pro of Florida, Inc.

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 ratifies the Second Amendment to Agreement for Solid Waste Collection and Disposal Services between the Town and Waste Pro of Florida, Inc. A copy of the Second Amendment 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.

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this
2 ___ day of _____2025.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

TOWN OF HILLSBORO BEACH, FLORIDA

Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC

RESOLUTION NO. 2025-43
Solid Waste Collection and Disposal Services
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"/> |

**SECOND AMENDMENT TO
AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL ("Second Amendment") is made this ___ day of ___, 2025 between the **Town of Hillsboro Beach, Florida**, a Florida municipal corporation ("TOWN"), and **Waste Pro of Florida, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR").

RECITALS

WHEREAS, the parties executed an Agreement for Solid Waste Collection and Disposal Services on October 9, 2015 and a First Amendment to Agreement on October 1, 2020 (hereinafter collectively called "Agreement");

WHEREAS, the Agreement by its terms shall expire on October 31, 2025;

WHEREAS, the parties desire to extend the Agreement for an additional ninety (90) days until January 30, 2026;

WHEREAS, the parties agree to a temporary rate extension;

WHEREAS, the TOWN finds that adopting this Second Amendment serves a valid public purpose and is in the best interests of the residents of the Town of Hillsboro Beach.

NOW THEREFORE, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

- 1) The Town Commission does ratify this Second Amendment as executed by the Mayor whereby the CONTRACTOR and TOWN agree to extend the term of the Agreement and First Amendment for an additional ninety (90) days commencing on November 1, 2025 and expiring on January 30, 2026 and to provide for a temporary rate adjustment of \$2.00 per residential unit per month. Effective November 1, 2025 through January 30, 2026 the residential unit rate shall be \$16.86 per month.
- 2) In all other respects and unless otherwise stated, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

(INTENTIONALLY LEFT BLACK, SIGNATURE PAGE ON NEXT PAGE)

IN WITNESS WHEREOF the parties hereto have made and executed this Second Amendment to Agreement for Solid Waste and Disposal on the day and year first above written.

TOWN OF HILLSBORO BEACH, FLORIDA

By: _____
Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC, City Clerk

Approved as to form and legal sufficiency:

Donald J. Doody, City Attorney

CONTRACTOR:

Waste Pro of Florida, Inc.

By: _____

Print Name: Kenneth R Skaggs

Title: Regional Vice President

[Corporate Seal]



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 (Tabled at 10/7/2025 Meeting)

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, Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Recommendation of Award 2025_07_01 Residential Solid Waste Bulk Waste and Recycling Collection Services (Updated 10-30-2025)
 2. Corrected Evaluation Committee Scoring (10-7-2025)
 3. Resolution (19)
 4. Waste Pro of Florida, Inc
 5. RFP 2025-07-01 Residential Solid Waste Bulk Waste and Recycling w addendums (1)



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 | 76.79 |

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).

RECOMMENDATION:

The Procurement Manager recommends that the Town Commission authorize the Town Manager to negotiate with Waste Pro. If an agreement is reached, authorize the Mayor to execute an agreement with Waste Pro of Florida, Inc., in an amount not to exceed \$36,767.00 per month. 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 (CORRECTED 10/7/25)

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 | 17 | 20 |
| | SH | | 13 | 19 | 19 | 20 |
| | JP | | 17 | 17 | 17 | 17 |
| | Average Points | | 16.33 | 18.00 | 17.67 | 19.00 |
| 2 | Customer Services Program | 10 | | | | |
| | GF | | 10 | 9 | 8 | 10 |
| | SH | | 6 | 10 | 10 | 10 |
| | JP | | 6 | 9 | 10 | 8 |
| | Average Points | | 7.33 | 9.33 | 9.33 | 9.33 |
| 3 | Past Performance - References | 15 | | | | |
| | GF | | 10 | 13 | 12 | 15 |
| | SH | | 10 | 14 | 14 | 15 |
| | JP | | 11 | 14 | 14 | 15 |
| | Average Points | | 10.33 | 13.67 | 13.33 | 15.00 |
| 4 | Implementation and Approach | 15 | | | | |
| | GF | | 14 | 14 | 14 | 15 |
| | SH | | 9 | 14 | 13 | 14 |
| | JP | | 11 | 14 | 15 | 11 |
| | Average Points | | 11.33 | 14.00 | 14.00 | 13.33 |
| 5 | Cost Proposal - Scored by Procurement (40 points) | | 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

| | | AJ Panzarella LLC dba Panzarella Waste & Recycling | | Coastal Waste & Recycling, Inc. | | Waste Management Inc. of Florida | | Waste Pro of Florida, Inc. | |
|--------------------|------------------------------------|--|---------------------|---------------------------------|--------------------|----------------------------------|---------------------|----------------------------|---------------------|
| p.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 |
| p.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 |



Table of Contents

| | |
|--|-----------|
| 1- COVER LETTER / LETTER OF INTRODUCTION | 2 |
| 2- PROPOSAL NARRATIVE | 6 |
| 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. | |
| 3- FIRM AND PERSONNEL EXPERIENCE | 23 |
| 4- CUSTOMER SERVICE PROGRAM | 33 |
| 5- PAST PERFORMANCE – REFERENCES | 42 |
| 6- IMPLEMENTATION PLAN AND PROPOSED APPROACH | 48 |
| 7- EQUIPMENT LISTING AND ASSIGNMENT | 56 |
| 8- COST PROPOSAL | 58 |
| 9- INSURANCE AND GUARANTEES | 61 |
| 10- REQUIRED FORMS AND ACKNOWLEDGEMENTS | 68 |



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.*
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. *e. Date business was organized and/or incorporated, and where.*
6. *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.*
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.



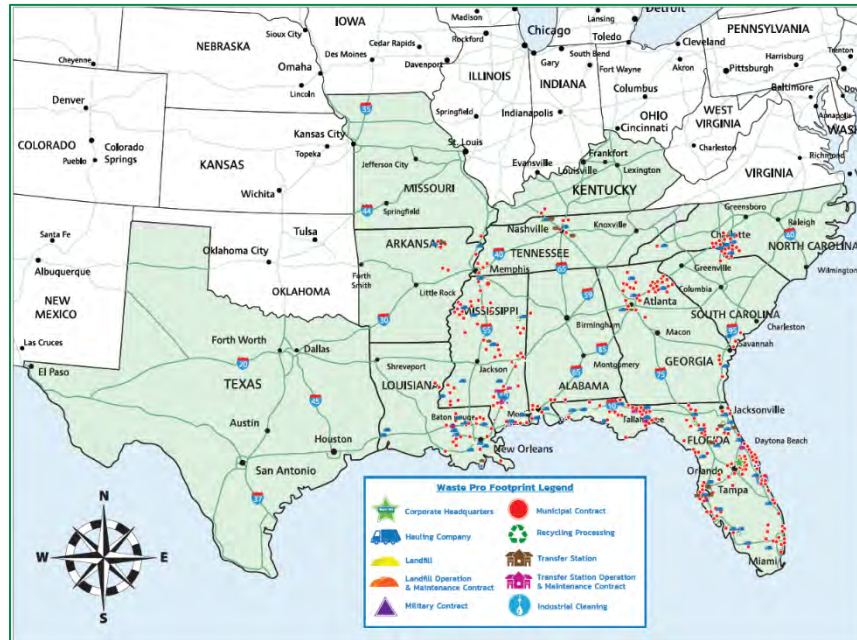
| | |
|------|---|
| 1973 | John Jennings moves to Florida and breaks into the business by acquiring Pete's Garbage Service, starting with one truck. For the next two decades, he grows his presence in the Central Florida market, builds his reputation, and becomes a recognized leader in the industry. |
| 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.

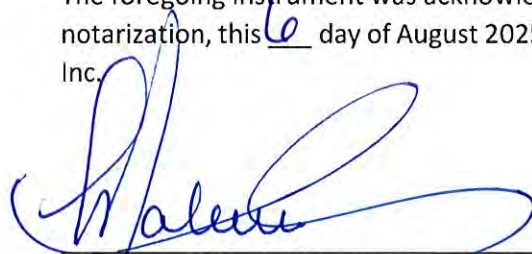


SIGNATURE of Sean M. Jennings
President, CEO and Secretary of Waste Pro of Florida, Inc.

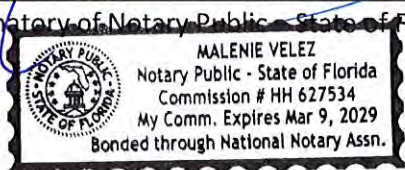
STATE OF FLORIDA

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 ▶ |
|------------------|----------------------------|--------|

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.

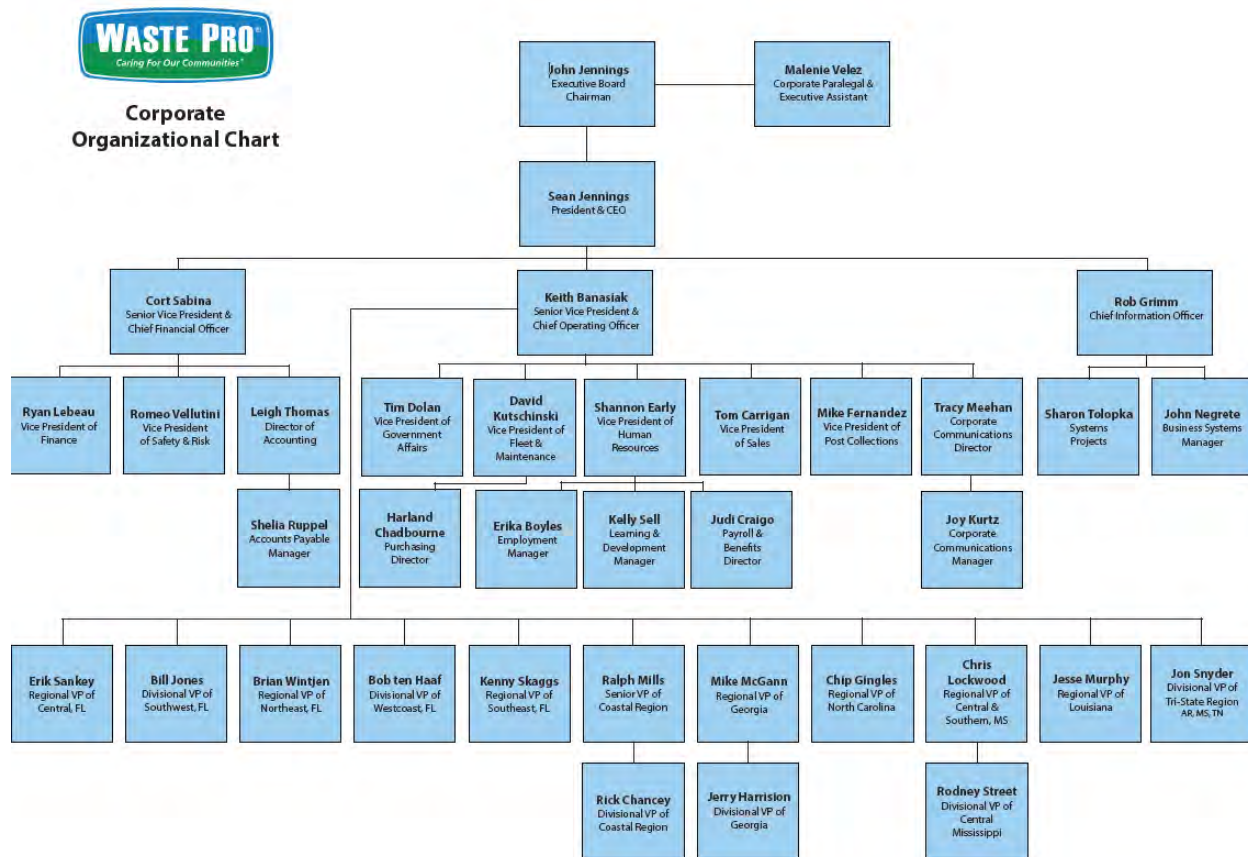


We offer a full range of container sizes, from 10 to 40 cubic yards and all type of compactors, to accommodate projects of varying scope. Containers are delivered promptly to designated sites and positioned for safe and convenient use. Once filled, Waste Pro provides timely removal, replacement, or servicing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

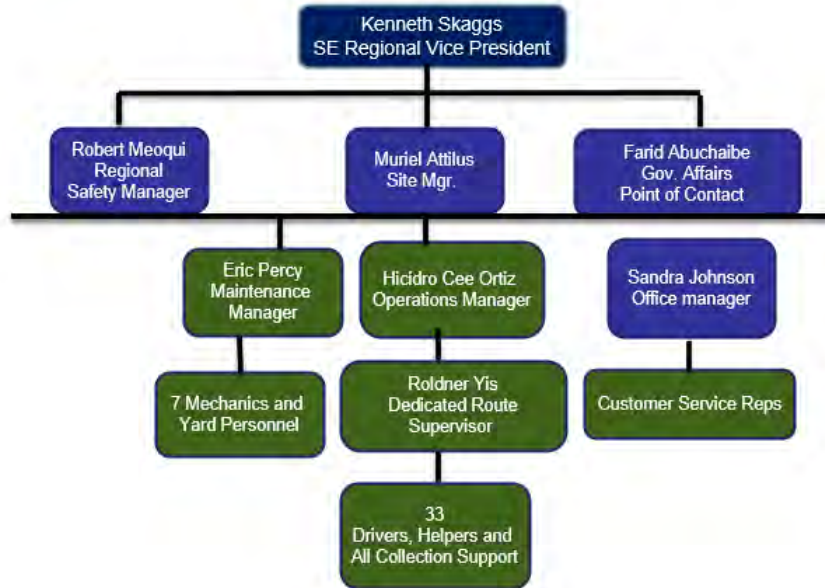
Through this service, Waste Pro continues to be a trusted partner to the cities and towns it serves, offering the experience, infrastructure, and commitment needed for effective C&D debris management.

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

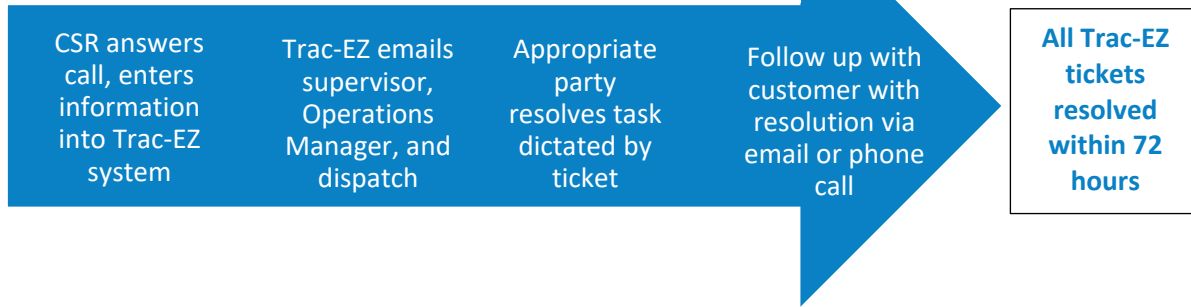
Waste Pro plans to implement a web-based customer service platform in Hernando County called Trac-EZ. Trac-EZ is designed to help Waste Pro and its community partners manage customer service workflow.

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.

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. ★★★★★



My 84 year old mom and sister love the service guys visit regularly and help. Driver Ron C, his helpers Jonathan B. & Cherry in truck 1372 are extremely helpful and kind. Jeff Booker ★★★★★

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.



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 MADENIX
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.



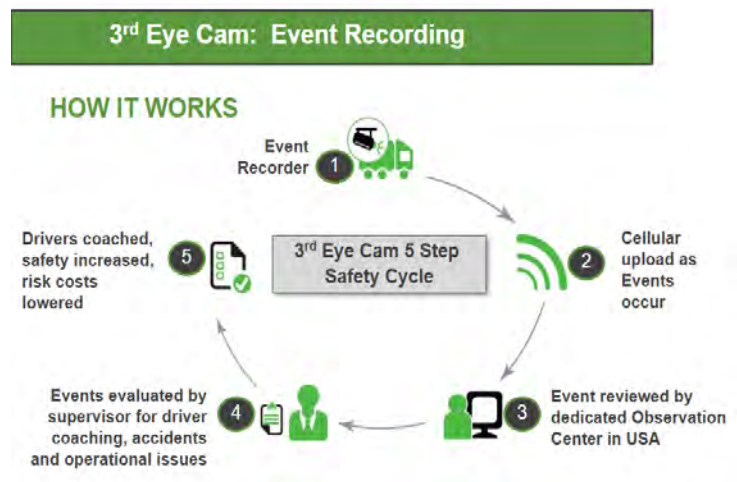
Continuing to contract with Waste Pro eliminates the potential for any service disruptions associated with new contract startup, including cart swaps; hiring and training CDL drivers in the face of a lack of CDL drivers in the labor market; and establishing safe, feasible collection routes in the Town.

- 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.

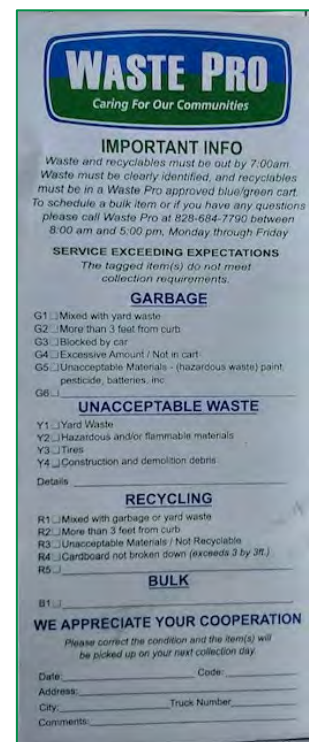
Given our extensive experience in Hillsboro Beach, we are confident that servicing 2,389 homes per service day allows for the optimal blend of efficiency, safety, and careful customer service.

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 |
|--|---|



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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

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

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, 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, 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

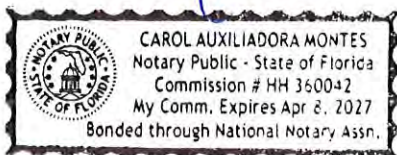
Bidder Name _____
[Signature]
Affiant Signature _____

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 Served: 2,210 Number
of Residential Containerized Accounts Served: 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 Served: 32,300
Number of Residential Containerized Accounts Served: 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 Served: 72,736
Number of Residential Containerized Accounts Served: 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 Served: 1,006
Number of Residential Containerized Accounts Served: 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).

[Signature]
 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.

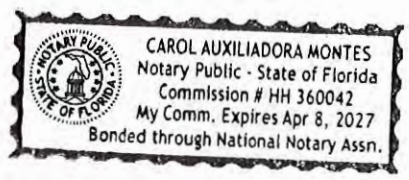
OATH OR AFFIRMATION

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).

 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 2025-44

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida, Approving the Town Staff Recommendation to Amend the Debt Service Fund Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Providing for Conflicts, Providing for Severability; Providing for An Effective Date.

Submitting Dept: Finance, Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. REVISED - Town of Hillsboro Beach Agenda Item Cover Memo
 2. Resolution
 3. REVISED - Town of Hillsboro Beach FY 2025 Budget Amendment



Agenda Item Cover Memo

Agenda Item: Resolution to Approve FY2025 Budget Amendment
Submitting Dept.: Finance Department
Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

The annual budget is how the Town ensures that its expenditures are consistent with the levels approved by Commission. When circumstances change, budget amendments are necessary to document the fiscal viability and ensure Commission approval of any additional expenditures.

Budget amendments must be adopted no later than 60 days after fiscal year end.

2. CURRENT ACTIVITY

Below is a recap of the recommended changes to the original adopted budget:

- Debt Service Fund – Budget increased due to 2023 beach loan payoff.
- Capital Improvements Fund – Budget increased to match the final 2025 beach project totals.
- Permit/P&Z / Code Compliance Fund – Budget increased to match increased permitting activity.

3. FINANCIAL IMPACT

No Financial Impact

4. FINANCIAL IMPACT

Staff recommends the Commission approve the proposed budget amendments.

Attachments:

- 1) Budget Amendment Details (by Fund)
- 2) Budget Amendment Resolution

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

RESOLUTION NO. 2025-44

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE TOWN STAFF'S RECOMMENDATION TO AMEND THE DEBT SERVICE FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interest of the Town to approve the amendment to the Debt Service Fund Budget for Fiscal Year 2025.

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 hereby approves Town Staff's recommendation to amend the Debt Service Fund Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025. A copy of the proposed budget amendment for FY 2025 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. 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

SECTION 7. 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

RESOLUTION NO. 2025-44
Debt Service Fund Budget
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"/> |

Proposed Budget Amendment
For the Period Ending September 30, 2025

| ACCOUNT DESCRIPTION | CURRENT BUDGET | PROPOSED AMENDMENT | FINAL BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|----------------|--------------------|------------------|---------------------|--------------------------|
| REVENUES | | | | | |
| FEMA Grants | \$ - | \$ 3,051,314 | \$ 3,051,314 | \$ 2,657,877 | \$ (393,437) |
| TOTAL REVENUES | - | 3,051,314 | 3,051,314 | 2,657,877 | (393,437) |
| EXPENDITURES | | | | | |
| 2023 Beach Loan | | | | | |
| Principal Debt Retirement | 557,286 | 2,975,000 | 3,532,286 | 3,525,678 | 6,608 |
| Interest Expense | 106,203 | 11,800 | 118,003 | 117,619 | 384 |
| Total 2023 Beach Loan | 663,489 | 2,986,800 | 3,650,289 | 3,643,297 | 6,992 |
| 2025 Beach Loan | | | | | |
| Principal/Interest Payment | - | 64,514 | 64,514 | 64,514 | - |
| Total 2025 Beach Loan | - | 64,514 | 64,514 | 64,514 | - |
| TOTAL EXPENDITURES | 663,489 | 3,051,314 | 3,714,803 | 3,707,811 | 6,992 |
| Excess (deficiency) of revenues Over (under) expenditures | (663,489) | - | (663,489) | (1,049,934) | (386,445) |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Interfund Transfer - In | 663,489 | - | 663,489 | 1,049,934 | 386,445 |
| TOTAL FINANCING SOURCES (USES) | 663,489 | - | 663,489 | 1,049,934 | 386,445 |
| Net change in fund balance | - | - | - | - | - |
| FUND BALANCE, BEGINNING (OCT 1, 2024) | - | - | - | - | - |
| FUND BALANCE, ENDING | \$ - | \$ - | \$ - | \$ - | \$ - |

Proposed Budget Amendment
For the Period Ending September 30, 2025

| ACCOUNT DESCRIPTION | CURRENT BUDGET | PROPOSED AMENDMENT | FINAL BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|------------------|--------------------|------------------|---------------------|--------------------------|
| REVENUES | | | | | |
| FEMA Grants | \$ 4,161,836 | \$ (3,839,023) | \$ 322,813 | \$ 193,985 | \$ (128,828) |
| TOTAL REVENUES | 4,161,836 | (3,839,023) | 322,813 | 193,985 | (128,828) |
| EXPENDITURES | | | | | |
| Other General Govt Services | | | | | |
| Commission Chambers Upgrade | - | 65,000 | 65,000 | 64,933 | 67 |
| Cap Outlay - Bocce Court | 25,000 | - | 25,000 | 20,575 | 4,425 |
| Total Other General Govt Services | 25,000 | 65,000 | 90,000 | 85,508 | 4,492 |
| Law Enforcement | | | | | |
| Cap Outlay - Police Cars | 75,000 | - | 75,000 | 59,053 | 15,947 |
| Total Law Enforcement | 75,000 | - | 75,000 | 59,053 | 15,947 |
| Conservation and Resource Mgmt | | | | | |
| Beach Engineering - Physical Monitoring | 62,500 | 12,000 | 74,500 | 74,288 | 212 |
| Beach Engineering - Biological Monitoring | 50,000 | - | 50,000 | 35,680 | 14,320 |
| Beach Engineering/Permitting - 2027 Project | 125,000 | (125,000) | - | - | - |
| Beach Engineering (Dorian) | 269,937 | - | 269,937 | 207,016 | 62,921 |
| Beach Nourishment (Dorian) | 4,337,876 | 480,000 | 4,817,876 | 4,817,163 | 713 |
| Beach Tilling / Scarp Removal | 10,000 | - | 10,000 | - | 10,000 |
| Intergov. Coordination & Program Support | 25,000 | - | 25,000 | 4,754 | 20,246 |
| Contingency Tasks | 12,500 | 11,000 | 23,500 | 23,500 | - |
| Total Conservation and Resource Mgmt | 4,892,813 | 378,000 | 5,270,813 | 5,162,401 | 108,412 |
| TOTAL EXPENDITURES | 4,992,813 | 443,000 | 5,435,813 | 5,306,962 | 128,851 |
| Excess (deficiency) of revenues Over (under) expenditures | (830,977) | (4,282,023) | (5,113,000) | (5,112,977) | 23 |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Interfund Transfer - In | 130,000 | 10,500 | 140,500 | 140,477 | (23) |
| Loan/Note Proceeds | 700,977 | 4,271,523 | 4,972,500 | 4,972,500 | - |
| TOTAL FINANCING SOURCES (USES) | 830,977 | 4,282,023 | 5,113,000 | 5,112,977 | (23) |
| Net change in fund balance | - | - | - | - | - |
| FUND BALANCE, BEGINNING (OCT 1, 2024) | - | - | - | - | - |
| FUND BALANCE, ENDING | \$ - | \$ - | \$ - | \$ - | \$ - |

Proposed Budget Amendment
For the Period Ending September 30, 2025

| ACCOUNT DESCRIPTION | CURRENT BUDGET | PROPOSED AMENDMENT | FINAL BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-------------------|--------------------|-------------------|---------------------|--------------------------|
| REVENUES | | | | | |
| Interest - Investments | \$ - | \$ - | \$ - | \$ - | \$ - |
| Building Permits | 880,000 | 1,700,000 | 2,580,000 | 2,525,159 | (54,841) |
| Fire Fees | 15,000 | - | 15,000 | 14,700 | (300) |
| Planning & Zoning Fees | 35,000 | - | 35,000 | 24,500 | (10,500) |
| Reinspection Fees | - | - | - | 4,655 | 4,655 |
| Building Permits - Admin Fee | 10,000 | - | 10,000 | 5,750 | (4,250) |
| Processing Fee | - | - | - | 57,380 | 57,380 |
| Code Enforcement Violations | 5,000 | - | 5,000 | 873,700 | 868,700 |
| Administrative Fees | - | - | - | 11,130 | 11,130 |
| TOTAL REVENUES | 945,000 | 1,700,000 | 2,645,000 | 3,516,974 | 871,974 |
| EXPENDITURES | | | | | |
| Protective Inspections | | | | | |
| ProfServ-Planning/Zoning Board | 748,000 | 1,700,000 | 2,448,000 | 2,157,226 | 290,774 |
| ProfServ-Digitize Records | 10,000 | - | 10,000 | - | 10,000 |
| Code Enforcement Services | 50,000 | - | 50,000 | 28,420 | 21,580 |
| Engineering Fees | 50,000 | - | 50,000 | 50,110 | (110) |
| Engineering - Special Projects | 5,000 | - | 5,000 | - | 5,000 |
| ProfServ-Site Planning | 5,000 | - | 5,000 | 1,125 | 3,875 |
| Land Development Update | 7,500 | - | 7,500 | - | 7,500 |
| Contracts-Temporary Labor | 6,000 | - | 6,000 | - | 6,000 |
| Comprehensive Planning | 30,000 | - | 30,000 | 16,385 | 13,615 |
| Misc-Credit Card Fees | 20,000 | - | 20,000 | 23,040 | (3,040) |
| Buildings Capital | 150,000 | - | 150,000 | 4,561 | 145,439 |
| Total Protective Inspections | 1,081,500 | 1,700,000 | 2,781,500 | 2,280,867 | 500,633 |
| TOTAL EXPENDITURES | 1,081,500 | 1,700,000 | 2,781,500 | 2,280,867 | 500,633 |
| Excess (deficiency) of revenues | | | | | |
| Over (under) expenditures | (136,500) | - | (136,500) | 1,236,107 | 1,372,607 |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Transfer from Spec Rev-Permits, P&Z | 67,500 | - | 67,500 | - | (67,500) |
| TOTAL FINANCING SOURCES (USES) | 67,500 | - | 67,500 | - | (67,500) |
| Net change in fund balance | (69,000) | - | (69,000) | 1,236,107 | 1,305,107 |
| FUND BALANCE, BEGINNING (OCT 1, 2024) | 596,555 | - | 596,555 | 596,555 | - |
| FUND BALANCE, ENDING | \$ 527,555 | \$ - | \$ 527,555 | \$ 1,832,662 | \$ 1,305,107 |



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 2025-45

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida, Approving the Town Staff Recommendation to Amend the Capital Improvements Fund Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Providing for Conflicts, Providing for Severability; Providing for An Effective Date.

Submitting Dept: Finance, Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. REVISED - Town of Hillsboro Beach Agenda Item Cover Memo
 2. Resolution
 3. REVISED - Town of Hillsboro Beach FY 2025 Budget Amendment



Agenda Item Cover Memo

Agenda Item: Resolution to Approve FY2025 Budget Amendment
Submitting Dept.: Finance Department
Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

The annual budget is how the Town ensures that its expenditures are consistent with the levels approved by Commission. When circumstances change, budget amendments are necessary to document the fiscal viability and ensure Commission approval of any additional expenditures.

Budget amendments must be adopted no later than 60 days after fiscal year end.

2. CURRENT ACTIVITY

Below is a recap of the recommended changes to the original adopted budget:

- Debt Service Fund – Budget increased due to 2023 beach loan payoff.
- Capital Improvements Fund – Budget increased to match the final 2025 beach project totals.
- Permit/P&Z / Code Compliance Fund – Budget increased to match increased permitting activity.

3. FINANCIAL IMPACT

No Financial Impact

4. FINANCIAL IMPACT

Staff recommends the Commission approve the proposed budget amendments.

Attachments:

- 1) Budget Amendment Details (by Fund)
- 2) Budget Amendment Resolution

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

RESOLUTION NO. 2025-45

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE TOWN STAFF'S RECOMMENDATION TO AMEND THE CAPITAL IMPROVEMENTS FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interest of the Town to approve the amendment to the Capital Improvements Fund Budget for Fiscal Year 2025.

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 hereby approves Town Staff's recommendation to amend the Capital Improvements Fund Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025. A copy of the proposed budget amendment for FY 2025 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. 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

SECTION 7. 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

RESOLUTION NO. 2025-45
Capital Improvements Fund Budget
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"/> |

Proposed Budget Amendment
For the Period Ending September 30, 2025

| <u>ACCOUNT DESCRIPTION</u> | <u>CURRENT BUDGET</u> | <u>PROPOSED AMENDMENT</u> | <u>FINAL BUDGET</u> | <u>YEAR TO DATE ACTUAL</u> | <u>VARIANCE (\$) FAV(UNFAV)</u> |
|--|-----------------------|---------------------------|---------------------|----------------------------|---------------------------------|
| <u>REVENUES</u> | | | | | |
| FEMA Grants | \$ - | \$ 3,051,314 | \$ 3,051,314 | \$ 2,657,877 | \$ (393,437) |
| TOTAL REVENUES | - | 3,051,314 | 3,051,314 | 2,657,877 | (393,437) |
| <u>EXPENDITURES</u> | | | | | |
| <u>2023 Beach Loan</u> | | | | | |
| Principal Debt Retirement | 557,286 | 2,975,000 | 3,532,286 | 3,525,678 | 6,608 |
| Interest Expense | 106,203 | 11,800 | 118,003 | 117,619 | 384 |
| Total 2023 Beach Loan | 663,489 | 2,986,800 | 3,650,289 | 3,643,297 | 6,992 |
| <u>2025 Beach Loan</u> | | | | | |
| Principal/Interest Payment | - | 64,514 | 64,514 | 64,514 | - |
| Total 2025 Beach Loan | - | 64,514 | 64,514 | 64,514 | - |
| TOTAL EXPENDITURES | 663,489 | 3,051,314 | 3,714,803 | 3,707,811 | 6,992 |
| Excess (deficiency) of revenues Over (under) expenditures | (663,489) | - | (663,489) | (1,049,934) | (386,445) |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | | |
| Interfund Transfer - In | 663,489 | - | 663,489 | 1,049,934 | 386,445 |
| TOTAL FINANCING SOURCES (USES) | 663,489 | - | 663,489 | 1,049,934 | 386,445 |
| Net change in fund balance | - | - | - | - | - |
| FUND BALANCE, BEGINNING (OCT 1, 2024) | - | - | - | - | - |
| FUND BALANCE, ENDING | \$ - | \$ - | \$ - | \$ - | \$ - |

Proposed Budget Amendment
For the Period Ending September 30, 2025

| ACCOUNT DESCRIPTION | CURRENT BUDGET | PROPOSED AMENDMENT | FINAL BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|------------------|--------------------|------------------|---------------------|--------------------------|
| REVENUES | | | | | |
| FEMA Grants | \$ 4,161,836 | \$ (3,839,023) | \$ 322,813 | \$ 193,985 | \$ (128,828) |
| TOTAL REVENUES | 4,161,836 | (3,839,023) | 322,813 | 193,985 | (128,828) |
| EXPENDITURES | | | | | |
| Other General Govt Services | | | | | |
| Commission Chambers Upgrade | - | 65,000 | 65,000 | 64,933 | 67 |
| Cap Outlay - Bocce Court | 25,000 | - | 25,000 | 20,575 | 4,425 |
| Total Other General Govt Services | 25,000 | 65,000 | 90,000 | 85,508 | 4,492 |
| Law Enforcement | | | | | |
| Cap Outlay - Police Cars | 75,000 | - | 75,000 | 59,053 | 15,947 |
| Total Law Enforcement | 75,000 | - | 75,000 | 59,053 | 15,947 |
| Conservation and Resource Mgmt | | | | | |
| Beach Engineering - Physical Monitoring | 62,500 | 12,000 | 74,500 | 74,288 | 212 |
| Beach Engineering - Biological Monitoring | 50,000 | - | 50,000 | 35,680 | 14,320 |
| Beach Engineering/Permitting - 2027 Project | 125,000 | (125,000) | - | - | - |
| Beach Engineering (Dorian) | 269,937 | - | 269,937 | 207,016 | 62,921 |
| Beach Nourishment (Dorian) | 4,337,876 | 480,000 | 4,817,876 | 4,817,163 | 713 |
| Beach Tilling / Scarp Removal | 10,000 | - | 10,000 | - | 10,000 |
| Intergov. Coordination & Program Support | 25,000 | - | 25,000 | 4,754 | 20,246 |
| Contingency Tasks | 12,500 | 11,000 | 23,500 | 23,500 | - |
| Total Conservation and Resource Mgmt | 4,892,813 | 378,000 | 5,270,813 | 5,162,401 | 108,412 |
| TOTAL EXPENDITURES | 4,992,813 | 443,000 | 5,435,813 | 5,306,962 | 128,851 |
| Excess (deficiency) of revenues Over (under) expenditures | (830,977) | (4,282,023) | (5,113,000) | (5,112,977) | 23 |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Interfund Transfer - In | 130,000 | 10,500 | 140,500 | 140,477 | (23) |
| Loan/Note Proceeds | 700,977 | 4,271,523 | 4,972,500 | 4,972,500 | - |
| TOTAL FINANCING SOURCES (USES) | 830,977 | 4,282,023 | 5,113,000 | 5,112,977 | (23) |
| Net change in fund balance | - | - | - | - | - |
| FUND BALANCE, BEGINNING (OCT 1, 2024) | - | - | - | - | - |
| FUND BALANCE, ENDING | \$ - | \$ - | \$ - | \$ - | \$ - |

Proposed Budget Amendment
For the Period Ending September 30, 2025

| ACCOUNT DESCRIPTION | CURRENT BUDGET | PROPOSED AMENDMENT | FINAL BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-------------------|--------------------|-------------------|---------------------|--------------------------|
| REVENUES | | | | | |
| Interest - Investments | \$ - | \$ - | \$ - | \$ - | \$ - |
| Building Permits | 880,000 | 1,700,000 | 2,580,000 | 2,525,159 | (54,841) |
| Fire Fees | 15,000 | - | 15,000 | 14,700 | (300) |
| Planning & Zoning Fees | 35,000 | - | 35,000 | 24,500 | (10,500) |
| Reinspection Fees | - | - | - | 4,655 | 4,655 |
| Building Permits - Admin Fee | 10,000 | - | 10,000 | 5,750 | (4,250) |
| Processing Fee | - | - | - | 57,380 | 57,380 |
| Code Enforcement Violations | 5,000 | - | 5,000 | 873,700 | 868,700 |
| Administrative Fees | - | - | - | 11,130 | 11,130 |
| TOTAL REVENUES | 945,000 | 1,700,000 | 2,645,000 | 3,516,974 | 871,974 |
| EXPENDITURES | | | | | |
| Protective Inspections | | | | | |
| ProfServ-Planning/Zoning Board | 748,000 | 1,700,000 | 2,448,000 | 2,157,226 | 290,774 |
| ProfServ-Digitize Records | 10,000 | - | 10,000 | - | 10,000 |
| Code Enforcement Services | 50,000 | - | 50,000 | 28,420 | 21,580 |
| Engineering Fees | 50,000 | - | 50,000 | 50,110 | (110) |
| Engineering - Special Projects | 5,000 | - | 5,000 | - | 5,000 |
| ProfServ-Site Planning | 5,000 | - | 5,000 | 1,125 | 3,875 |
| Land Development Update | 7,500 | - | 7,500 | - | 7,500 |
| Contracts-Temporary Labor | 6,000 | - | 6,000 | - | 6,000 |
| Comprehensive Planning | 30,000 | - | 30,000 | 16,385 | 13,615 |
| Misc-Credit Card Fees | 20,000 | - | 20,000 | 23,040 | (3,040) |
| Buildings Capital | 150,000 | - | 150,000 | 4,561 | 145,439 |
| Total Protective Inspections | 1,081,500 | 1,700,000 | 2,781,500 | 2,280,867 | 500,633 |
| TOTAL EXPENDITURES | 1,081,500 | 1,700,000 | 2,781,500 | 2,280,867 | 500,633 |
| Excess (deficiency) of revenues | | | | | |
| Over (under) expenditures | (136,500) | - | (136,500) | 1,236,107 | 1,372,607 |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Transfer from Spec Rev-Permits, P&Z | 67,500 | - | 67,500 | - | (67,500) |
| TOTAL FINANCING SOURCES (USES) | 67,500 | - | 67,500 | - | (67,500) |
| Net change in fund balance | (69,000) | - | (69,000) | 1,236,107 | 1,305,107 |
| FUND BALANCE, BEGINNING (OCT 1, 2024) | 596,555 | - | 596,555 | 596,555 | - |
| FUND BALANCE, ENDING | \$ 527,555 | \$ - | \$ 527,555 | \$ 1,832,662 | \$ 1,305,107 |



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 2025-46

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida, Approving the Town Staff Recommendation to Amend the Permit / Planning & Zoning / Code Compliance Fund Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Providing for Conflicts, Providing for Severability; Providing for An Effective Date.

Submitting Dept: Finance, Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. REVISED - Town of Hillsboro Beach Agenda Item Cover Memo
 2. Resolution
 3. REVISED - Town of Hillsboro Beach FY 2025 Budget Amendment



Agenda Item Cover Memo

Agenda Item: Resolution to Approve FY2025 Budget Amendment
Submitting Dept.: Finance Department
Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

The annual budget is how the Town ensures that its expenditures are consistent with the levels approved by Commission. When circumstances change, budget amendments are necessary to document the fiscal viability and ensure Commission approval of any additional expenditures.

Budget amendments must be adopted no later than 60 days after fiscal year end.

2. CURRENT ACTIVITY

Below is a recap of the recommended changes to the original adopted budget:

- Debt Service Fund – Budget increased due to 2023 beach loan payoff.
- Capital Improvements Fund – Budget increased to match the final 2025 beach project totals.
- Permit/P&Z / Code Compliance Fund – Budget increased to match increased permitting activity.

3. FINANCIAL IMPACT

No Financial Impact

4. FINANCIAL IMPACT

Staff recommends the Commission approve the proposed budget amendments.

Attachments:

- 1) Budget Amendment Details (by Fund)
- 2) Budget Amendment Resolution

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

RESOLUTION NO. 2025-46

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE TOWN STAFF'S RECOMMENDATION TO AMEND THE PERMIT/PLANNING & ZONING/CODE COMPLIANCE FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interest of the Town to approve the amendment to the Permit/Planning & Zoning/Code Compliance Fund Budget for Fiscal Year 2025.

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 hereby approves Town Staff's recommendation to amend the Permit/Planning & Zoning/Code Compliance Fund Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025. A copy of the proposed budget amendment for FY 2025 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. 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

SECTION 7. 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

RESOLUTION NO. 2025-46
Permit/Planning & Zoning/Code Fund Budget
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"/> |

Proposed Budget Amendment
For the Period Ending September 30, 2025

| ACCOUNT DESCRIPTION | CURRENT BUDGET | PROPOSED AMENDMENT | FINAL BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|----------------|--------------------|------------------|---------------------|--------------------------|
| <u>REVENUES</u> | | | | | |
| FEMA Grants | \$ - | \$ 3,051,314 | \$ 3,051,314 | \$ 2,657,877 | \$ (393,437) |
| TOTAL REVENUES | - | 3,051,314 | 3,051,314 | 2,657,877 | (393,437) |
| <u>EXPENDITURES</u> | | | | | |
| <u>2023 Beach Loan</u> | | | | | |
| Principal Debt Retirement | 557,286 | 2,975,000 | 3,532,286 | 3,525,678 | 6,608 |
| Interest Expense | 106,203 | 11,800 | 118,003 | 117,619 | 384 |
| Total 2023 Beach Loan | 663,489 | 2,986,800 | 3,650,289 | 3,643,297 | 6,992 |
| <u>2025 Beach Loan</u> | | | | | |
| Principal/Interest Payment | - | 64,514 | 64,514 | 64,514 | - |
| Total 2025 Beach Loan | - | 64,514 | 64,514 | 64,514 | - |
| TOTAL EXPENDITURES | 663,489 | 3,051,314 | 3,714,803 | 3,707,811 | 6,992 |
| Excess (deficiency) of revenues Over (under) expenditures | (663,489) | - | (663,489) | (1,049,934) | (386,445) |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | | |
| Interfund Transfer - In | 663,489 | - | 663,489 | 1,049,934 | 386,445 |
| TOTAL FINANCING SOURCES (USES) | 663,489 | - | 663,489 | 1,049,934 | 386,445 |
| Net change in fund balance | - | - | - | - | - |
| FUND BALANCE, BEGINNING (OCT 1, 2024) | - | - | - | - | - |
| FUND BALANCE, ENDING | \$ - | \$ - | \$ - | \$ - | \$ - |

Proposed Budget Amendment
For the Period Ending September 30, 2025

| ACCOUNT DESCRIPTION | CURRENT BUDGET | PROPOSED AMENDMENT | FINAL BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|------------------|--------------------|------------------|---------------------|--------------------------|
| REVENUES | | | | | |
| FEMA Grants | \$ 4,161,836 | \$ (3,839,023) | \$ 322,813 | \$ 193,985 | \$ (128,828) |
| TOTAL REVENUES | 4,161,836 | (3,839,023) | 322,813 | 193,985 | (128,828) |
| EXPENDITURES | | | | | |
| Other General Govt Services | | | | | |
| Commission Chambers Upgrade | - | 65,000 | 65,000 | 64,933 | 67 |
| Cap Outlay - Bocce Court | 25,000 | - | 25,000 | 20,575 | 4,425 |
| Total Other General Govt Services | 25,000 | 65,000 | 90,000 | 85,508 | 4,492 |
| Law Enforcement | | | | | |
| Cap Outlay - Police Cars | 75,000 | - | 75,000 | 59,053 | 15,947 |
| Total Law Enforcement | 75,000 | - | 75,000 | 59,053 | 15,947 |
| Conservation and Resource Mgmt | | | | | |
| Beach Engineering - Physical Monitoring | 62,500 | 12,000 | 74,500 | 74,288 | 212 |
| Beach Engineering - Biological Monitoring | 50,000 | - | 50,000 | 35,680 | 14,320 |
| Beach Engineering/Permitting - 2027 Project | 125,000 | (125,000) | - | - | - |
| Beach Engineering (Dorian) | 269,937 | - | 269,937 | 207,016 | 62,921 |
| Beach Nourishment (Dorian) | 4,337,876 | 480,000 | 4,817,876 | 4,817,163 | 713 |
| Beach Tilling / Scarp Removal | 10,000 | - | 10,000 | - | 10,000 |
| Intergov. Coordination & Program Support | 25,000 | - | 25,000 | 4,754 | 20,246 |
| Contingency Tasks | 12,500 | 11,000 | 23,500 | 23,500 | - |
| Total Conservation and Resource Mgmt | 4,892,813 | 378,000 | 5,270,813 | 5,162,401 | 108,412 |
| TOTAL EXPENDITURES | 4,992,813 | 443,000 | 5,435,813 | 5,306,962 | 128,851 |
| Excess (deficiency) of revenues Over (under) expenditures | (830,977) | (4,282,023) | (5,113,000) | (5,112,977) | 23 |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Interfund Transfer - In | 130,000 | 10,500 | 140,500 | 140,477 | (23) |
| Loan/Note Proceeds | 700,977 | 4,271,523 | 4,972,500 | 4,972,500 | - |
| TOTAL FINANCING SOURCES (USES) | 830,977 | 4,282,023 | 5,113,000 | 5,112,977 | (23) |
| Net change in fund balance | - | - | - | - | - |
| FUND BALANCE, BEGINNING (OCT 1, 2024) | - | - | - | - | - |
| FUND BALANCE, ENDING | \$ - | \$ - | \$ - | \$ - | \$ - |

Proposed Budget Amendment
For the Period Ending September 30, 2025

| ACCOUNT DESCRIPTION | CURRENT BUDGET | PROPOSED AMENDMENT | FINAL BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-------------------|--------------------|-------------------|---------------------|--------------------------|
| REVENUES | | | | | |
| Interest - Investments | \$ - | \$ - | \$ - | \$ - | \$ - |
| Building Permits | 880,000 | 1,700,000 | 2,580,000 | 2,525,159 | (54,841) |
| Fire Fees | 15,000 | - | 15,000 | 14,700 | (300) |
| Planning & Zoning Fees | 35,000 | - | 35,000 | 24,500 | (10,500) |
| Reinspection Fees | - | - | - | 4,655 | 4,655 |
| Building Permits - Admin Fee | 10,000 | - | 10,000 | 5,750 | (4,250) |
| Processing Fee | - | - | - | 57,380 | 57,380 |
| Code Enforcement Violations | 5,000 | - | 5,000 | 873,700 | 868,700 |
| Administrative Fees | - | - | - | 11,130 | 11,130 |
| TOTAL REVENUES | 945,000 | 1,700,000 | 2,645,000 | 3,516,974 | 871,974 |
| EXPENDITURES | | | | | |
| Protective Inspections | | | | | |
| ProfServ-Planning/Zoning Board | 748,000 | 1,700,000 | 2,448,000 | 2,157,226 | 290,774 |
| ProfServ-Digitize Records | 10,000 | - | 10,000 | - | 10,000 |
| Code Enforcement Services | 50,000 | - | 50,000 | 28,420 | 21,580 |
| Engineering Fees | 50,000 | - | 50,000 | 50,110 | (110) |
| Engineering - Special Projects | 5,000 | - | 5,000 | - | 5,000 |
| ProfServ-Site Planning | 5,000 | - | 5,000 | 1,125 | 3,875 |
| Land Development Update | 7,500 | - | 7,500 | - | 7,500 |
| Contracts-Temporary Labor | 6,000 | - | 6,000 | - | 6,000 |
| Comprehensive Planning | 30,000 | - | 30,000 | 16,385 | 13,615 |
| Misc-Credit Card Fees | 20,000 | - | 20,000 | 23,040 | (3,040) |
| Buildings Capital | 150,000 | - | 150,000 | 4,561 | 145,439 |
| Total Protective Inspections | 1,081,500 | 1,700,000 | 2,781,500 | 2,280,867 | 500,633 |
| TOTAL EXPENDITURES | 1,081,500 | 1,700,000 | 2,781,500 | 2,280,867 | 500,633 |
| Excess (deficiency) of revenues | | | | | |
| Over (under) expenditures | (136,500) | - | (136,500) | 1,236,107 | 1,372,607 |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Transfer from Spec Rev-Permits, P&Z | 67,500 | - | 67,500 | - | (67,500) |
| TOTAL FINANCING SOURCES (USES) | 67,500 | - | 67,500 | - | (67,500) |
| Net change in fund balance | (69,000) | - | (69,000) | 1,236,107 | 1,305,107 |
| FUND BALANCE, BEGINNING (OCT 1, 2024) | 596,555 | - | 596,555 | 596,555 | - |
| FUND BALANCE, ENDING | \$ 527,555 | \$ - | \$ 527,555 | \$ 1,832,662 | \$ 1,305,107 |



Invoice

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

Invoice Number: 2669257
Invoice Date: 9/30/2025
Terms: Net 30 Days
Due Date: 10/30/2025
Customer #: AJ-0005085
Customer PO #:

PF - Building Code Services (% of Fee)
Summary

| Description | Current Amount |
|----------------------|--------------------|
| Building Insp %Fee | \$31,346.11 |
| Invoice Total | \$31,346.11 |

Supporting Detail

| Building Insp %Fee | | | | |
|--------------------|--------------|-------------|--------------------|-----------------------------------|
| <u>Date</u> | <u>Units</u> | <u>Rate</u> | <u>Amount</u> | <u>Description</u> |
| 9/30/2025 | 1.00 | \$31,346.11 | \$31,346.11 | Building Permit Services % of Fee |
| Subtotal | 1.00 | | \$31,346.11 | |

Please remit to:
P.O BOX 919903
Orlando, FL 32891-9903

| | |
|-----------------------|--------------------|
| Net Invoice: | \$31,346.11 |
| Freight: | \$0.00 |
| Sales Tax: | \$0.00 |
| Invoice Total: | \$31,346.11 |



**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 9/1/2025
End Date: 9/30/2025**

| | Permit Fees | Town Revenue | Fire Fees | Zoning Fees | Admin Fees | CGA Revenue | BORA | DBPR | DCA |
|------------|-----------------------|---------------------|--------------------|--------------------|-------------------|---------------------|--------------------|--------------------|--------------------|
| MTD | \$36,348.36 | \$5,452.25 | \$900.00 | \$1,800.00 | \$450.00 | \$30,896.11 | \$715.16 | \$378.93 | \$545.71 |
| YTD | \$2,568,026.46 | \$385,203.97 | \$13,800.00 | \$21,900.00 | \$5,750.00 | 2,182,822.49 | \$80,447.48 | \$39,092.14 | \$58,333.07 |



The Town of Hillsboro Beach
All Fees Collected

Start Date: 09/01/2025
End Date: 09/30/2025

| Transaction # | Application # | Fee Description | Quantity | Amount | Date |
|---------------|---------------|------------------------------------|----------|-------------|----------|
| 621190 | 39221607 | Government Fees FL DBPR Surcharge | 743.06 | \$ 7.43 | 9/2/2025 |
| 621190 | 39221607 | Government Fees FL BCAIF Surcharge | 743.06 | \$ 11.14 | 9/2/2025 |
| 621190 | 39221607 | BRA - Board of Rules & Appeals Fee | 28040 | \$ 15.08 | 9/2/2025 |
| 621190 | 39221607 | Plan Review Fee | 1 | \$ 95.00 | 9/2/2025 |
| 621190 | 39221607 | Building Permit Fee | 28040 | \$ 743.06 | 9/2/2025 |
| 621280 | 39226852 | BRA - Board of Rules & Appeals Fee | 1800 | \$ 2.00 | 9/3/2025 |
| 621280 | 39226852 | Government Fees FL BCAIF Surcharge | 125 | \$ 2.00 | 9/3/2025 |
| 621280 | 39226852 | Government Fees FL DBPR Surcharge | 125 | \$ 2.00 | 9/3/2025 |
| 621280 | 39226852 | Building Permit Fee | 1800 | \$ 125.00 | 9/3/2025 |
| 621286 | 39221700 | Government Fees FL BCAIF Surcharge | 125 | \$ 2.00 | 9/3/2025 |
| 621286 | 39221700 | Government Fees FL DBPR Surcharge | 125 | \$ 2.00 | 9/3/2025 |
| 621286 | 39221700 | BRA - Board of Rules & Appeals Fee | 3500 | \$ 2.08 | 9/3/2025 |
| 621286 | 39221700 | Government Fees FL DBPR Surcharge | 339.2 | \$ 3.39 | 9/3/2025 |
| 621286 | 39221700 | Government Fees FL DBPR Surcharge | 404.12 | \$ 4.04 | 9/3/2025 |
| 621286 | 39221700 | Government Fees FL BCAIF Surcharge | 339.2 | \$ 5.08 | 9/3/2025 |
| 621286 | 39221700 | Government Fees FL BCAIF Surcharge | 404.12 | \$ 6.06 | 9/3/2025 |
| 621286 | 39221700 | BRA - Board of Rules & Appeals Fee | 12800 | \$ 6.76 | 9/3/2025 |
| 621286 | 39221700 | BRA - Board of Rules & Appeals Fee | 15250 | \$ 8.32 | 9/3/2025 |
| 621286 | 39221700 | Government Fees FL DBPR Surcharge | 2211.42 | \$ 22.11 | 9/3/2025 |
| 621286 | 39221700 | Government Fees FL BCAIF Surcharge | 2211.42 | \$ 33.17 | 9/3/2025 |
| 621286 | 39221700 | BRA - Board of Rules & Appeals Fee | 83450 | \$ 43.68 | 9/3/2025 |
| 621286 | 39221700 | Building Permit Fee | 3500 | \$ 125.00 | 9/3/2025 |
| 621286 | 39221700 | Building Permit Fee | 12800 | \$ 339.20 | 9/3/2025 |
| 621286 | 39221700 | Building Permit Fee | 15250 | \$ 404.12 | 9/3/2025 |
| 621286 | 39221700 | Building Permit Fee | 83450 | \$ 2,211.42 | 9/3/2025 |
| 621306 | 39219686 | Government Fees FL DBPR Surcharge | 190.66 | \$ 2.00 | 9/3/2025 |
| 621306 | 39219686 | Government Fees FL BCAIF Surcharge | 190.66 | \$ 2.85 | 9/3/2025 |
| 621306 | 39219686 | BRA - Board of Rules & Appeals Fee | 7195 | \$ 4.16 | 9/3/2025 |
| 621306 | 39219686 | Building Administrative Fee | 1 | \$ 25.00 | 9/3/2025 |
| 621306 | 39219686 | Building Administrative Fee | 2 | \$ 50.00 | 9/3/2025 |
| 621306 | 39219686 | Zoning Inspection Fee | 1 | \$ 150.00 | 9/3/2025 |
| 621306 | 39219686 | Building Permit Fee | 7195 | \$ 190.66 | 9/3/2025 |
| 621306 | 39219686 | Zoning Plan Review | 2 | \$ 300.00 | 9/3/2025 |
| 621359 | 39223097 | Government Fees FL BCAIF Surcharge | 125 | \$ 2.00 | 9/3/2025 |
| 621359 | 39223097 | Government Fees FL DBPR Surcharge | 125 | \$ 2.00 | 9/3/2025 |
| 621359 | 39223097 | Government Fees FL DBPR Surcharge | 190.8 | \$ 2.00 | 9/3/2025 |
| 621359 | 39223097 | BRA - Board of Rules & Appeals Fee | 4000 | \$ 2.08 | 9/3/2025 |
| 621359 | 39223097 | Government Fees FL BCAIF Surcharge | 190.8 | \$ 2.86 | 9/3/2025 |
| 621359 | 39223097 | BRA - Board of Rules & Appeals Fee | 7200 | \$ 4.16 | 9/3/2025 |
| 621359 | 39223097 | Government Fees FL DBPR Surcharge | 1722.5 | \$ 17.22 | 9/3/2025 |
| 621359 | 39223097 | Government Fees FL BCAIF Surcharge | 1722.5 | \$ 25.83 | 9/3/2025 |
| 621359 | 39223097 | BRA - Board of Rules & Appeals Fee | 65000 | \$ 33.80 | 9/3/2025 |



The Town of Hillsboro Beach
All Fees Collected

Start Date: 09/01/2025
End Date: 09/30/2025

| | | | | | | |
|--------|----------|------------------------------------|---------|----|----------|----------|
| 621359 | 39223097 | Plan Review Fee | 1 | \$ | 95.00 | 9/3/2025 |
| 621359 | 39223097 | Plan Review Fee | 1 | \$ | 95.00 | 9/3/2025 |
| 621359 | 39223097 | Building Permit Fee | 4000 | \$ | 125.00 | 9/3/2025 |
| 621359 | 39223097 | Building Permit Fee | 7200 | \$ | 190.80 | 9/3/2025 |
| 621359 | 39223097 | Building Permit Fee | 65000 | \$ | 1,722.50 | 9/3/2025 |
| 621409 | 39203582 | Re-Inspection Fee | 1 | \$ | 95.00 | 9/4/2025 |
| 621499 | 39227324 | Government Fees FL DBPR Surcharge | 217.3 | \$ | 2.17 | 9/5/2025 |
| 621499 | 39227324 | Government Fees FL BCAIF Surcharge | 217.3 | \$ | 3.25 | 9/5/2025 |
| 621499 | 39227324 | BRA - Board of Rules & Appeals Fee | 8200 | \$ | 4.68 | 9/5/2025 |
| 621499 | 39227324 | Building Permit Fee | 8200 | \$ | 217.30 | 9/5/2025 |
| 621541 | 39215113 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/5/2025 |
| 621541 | 39215113 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/5/2025 |
| 621541 | 39215113 | BRA - Board of Rules & Appeals Fee | 850 | \$ | 2.00 | 9/5/2025 |
| 621541 | 39215113 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/5/2025 |
| 621541 | 39215113 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/5/2025 |
| 621541 | 39215113 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/5/2025 |
| 621541 | 39215113 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/5/2025 |
| 621541 | 39215113 | BRA - Board of Rules & Appeals Fee | 3750 | \$ | 2.08 | 9/5/2025 |
| 621541 | 39215113 | BRA - Board of Rules & Appeals Fee | 4075 | \$ | 2.60 | 9/5/2025 |
| 621541 | 39215113 | Government Fees FL DBPR Surcharge | 863.23 | \$ | 8.63 | 9/5/2025 |
| 621541 | 39215113 | Government Fees FL BCAIF Surcharge | 863.23 | \$ | 12.94 | 9/5/2025 |
| 621541 | 39215113 | BRA - Board of Rules & Appeals Fee | 32575 | \$ | 17.16 | 9/5/2025 |
| 621541 | 39215113 | Plan Review Fee | 1 | \$ | 95.00 | 9/5/2025 |
| 621541 | 39215113 | Plan Review Fee | 1 | \$ | 95.00 | 9/5/2025 |
| 621541 | 39215113 | Plan Review Fee | 1 | \$ | 95.00 | 9/5/2025 |
| 621541 | 39215113 | Plan Review Fee | 1 | \$ | 95.00 | 9/5/2025 |
| 621541 | 39215113 | Building Permit Fee | 3750 | \$ | 125.00 | 9/5/2025 |
| 621541 | 39215113 | Building Permit Fee | 850 | \$ | 125.00 | 9/5/2025 |
| 621541 | 39215113 | Building Permit Fee | 4075 | \$ | 125.00 | 9/5/2025 |
| 621541 | 39215113 | Building Permit Fee | 32575 | \$ | 863.23 | 9/5/2025 |
| 621620 | 39225443 | Government Fees FL DBPR Surcharge | 397.5 | \$ | 3.97 | 9/8/2025 |
| 621620 | 39225443 | Government Fees FL BCAIF Surcharge | 397.5 | \$ | 5.96 | 9/8/2025 |
| 621620 | 39225443 | BRA - Board of Rules & Appeals Fee | 15000 | \$ | 7.80 | 9/8/2025 |
| 621620 | 39225443 | Plan Review Fee | 1 | \$ | 95.00 | 9/8/2025 |
| 621620 | 39225443 | Building Permit Fee | 15000 | \$ | 397.50 | 9/8/2025 |
| 621673 | 39224412 | Government Fees FL DBPR Surcharge | 171.72 | \$ | 2.00 | 9/9/2025 |
| 621673 | 39224412 | Government Fees FL DBPR Surcharge | 158.47 | \$ | 2.00 | 9/9/2025 |
| 621673 | 39224412 | Government Fees FL BCAIF Surcharge | 158.47 | \$ | 2.37 | 9/9/2025 |
| 621673 | 39224412 | Government Fees FL BCAIF Surcharge | 171.72 | \$ | 2.57 | 9/9/2025 |
| 621673 | 39224412 | BRA - Board of Rules & Appeals Fee | 5980 | \$ | 3.12 | 9/9/2025 |
| 621673 | 39224412 | BRA - Board of Rules & Appeals Fee | 6480 | \$ | 3.64 | 9/9/2025 |
| 621673 | 39224412 | Government Fees FL DBPR Surcharge | 2342.86 | \$ | 23.42 | 9/9/2025 |
| 621673 | 39224412 | Government Fees FL BCAIF Surcharge | 2342.86 | \$ | 35.14 | 9/9/2025 |



The Town of Hillsboro Beach
All Fees Collected

Start Date: 09/01/2025
End Date: 09/30/2025

| | | | | | | |
|--------|----------|------------------------------------|---------|----|----------|-----------|
| 621673 | 39224412 | BRA - Board of Rules & Appeals Fee | 88410 | \$ | 46.28 | 9/9/2025 |
| 621673 | 39224412 | Plan Review Fee | 1 | \$ | 95.00 | 9/9/2025 |
| 621673 | 39224412 | Building Permit Fee | 5980 | \$ | 158.47 | 9/9/2025 |
| 621673 | 39224412 | Building Permit Fee | 6480 | \$ | 171.72 | 9/9/2025 |
| 621673 | 39224412 | Building Permit Fee | 88410 | \$ | 2,342.86 | 9/9/2025 |
| 621682 | 39227677 | Government Fees FL DBPR Surcharge | 151.05 | \$ | 2.00 | 9/9/2025 |
| 621682 | 39227677 | Government Fees FL BCAIF Surcharge | 151.05 | \$ | 2.26 | 9/9/2025 |
| 621682 | 39227677 | BRA - Board of Rules & Appeals Fee | 5700 | \$ | 3.12 | 9/9/2025 |
| 621682 | 39227677 | Building Permit Fee | 5700 | \$ | 151.05 | 9/9/2025 |
| 621883 | 39228059 | BRA - Board of Rules & Appeals Fee | 2000 | \$ | 2.00 | 9/11/2025 |
| 621883 | 39228059 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/11/2025 |
| 621883 | 39228059 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/11/2025 |
| 621883 | 39228059 | Building Permit Fee | 2000 | \$ | 125.00 | 9/11/2025 |
| 621884 | 39227810 | Government Fees FL DBPR Surcharge | 824.65 | \$ | 8.24 | 9/11/2025 |
| 621884 | 39227810 | Government Fees FL BCAIF Surcharge | 824.65 | \$ | 12.36 | 9/11/2025 |
| 621884 | 39227810 | BRA - Board of Rules & Appeals Fee | 31119 | \$ | 16.64 | 9/11/2025 |
| 621884 | 39227810 | Building Permit Fee | 31119 | \$ | 824.65 | 9/11/2025 |
| 621885 | 39227813 | Government Fees FL DBPR Surcharge | 824.65 | \$ | 8.24 | 9/11/2025 |
| 621885 | 39227813 | Government Fees FL BCAIF Surcharge | 824.65 | \$ | 12.36 | 9/11/2025 |
| 621885 | 39227813 | BRA - Board of Rules & Appeals Fee | 31119 | \$ | 16.64 | 9/11/2025 |
| 621885 | 39227813 | Building Permit Fee | 31119 | \$ | 824.65 | 9/11/2025 |
| 621886 | 39227814 | Government Fees FL DBPR Surcharge | 1243.06 | \$ | 12.43 | 9/11/2025 |
| 621886 | 39227814 | Government Fees FL BCAIF Surcharge | 1243.06 | \$ | 18.64 | 9/11/2025 |
| 621886 | 39227814 | BRA - Board of Rules & Appeals Fee | 46908 | \$ | 24.44 | 9/11/2025 |
| 621886 | 39227814 | Building Permit Fee | 46908 | \$ | 1,243.06 | 9/11/2025 |
| 621898 | 39227570 | Government Fees FL DBPR Surcharge | 169.6 | \$ | 2.00 | 9/11/2025 |
| 621898 | 39227570 | Government Fees FL BCAIF Surcharge | 169.6 | \$ | 2.54 | 9/11/2025 |
| 621898 | 39227570 | BRA - Board of Rules & Appeals Fee | 6400 | \$ | 3.64 | 9/11/2025 |
| 621898 | 39227570 | Plan Review Fee | 1 | \$ | 95.00 | 9/11/2025 |
| 621898 | 39227570 | Building Permit Fee | 6400 | \$ | 169.60 | 9/11/2025 |
| 621901 | 39211806 | Re-Inspection Fee | 1 | \$ | 95.00 | 9/11/2025 |
| 621902 | 39227926 | Government Fees FL DBPR Surcharge | 683.7 | \$ | 6.83 | 9/11/2025 |
| 621902 | 39227926 | Government Fees FL BCAIF Surcharge | 683.7 | \$ | 10.25 | 9/11/2025 |
| 621902 | 39227926 | BRA - Board of Rules & Appeals Fee | 25800 | \$ | 13.52 | 9/11/2025 |
| 621902 | 39227926 | Building Permit Fee | 25800 | \$ | 683.70 | 9/11/2025 |
| 622007 | 39221271 | BRA - Board of Rules & Appeals Fee | 2200 | \$ | 2.00 | 9/12/2025 |
| 622007 | 39221271 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/12/2025 |
| 622007 | 39221271 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/12/2025 |
| 622007 | 39221271 | Government Fees FL DBPR Surcharge | 222.6 | \$ | 2.22 | 9/12/2025 |
| 622007 | 39221271 | Government Fees FL BCAIF Surcharge | 222.6 | \$ | 3.33 | 9/12/2025 |
| 622007 | 39221271 | BRA - Board of Rules & Appeals Fee | 8400 | \$ | 4.68 | 9/12/2025 |
| 622007 | 39221271 | Plan Review Fee | 1 | \$ | 95.00 | 9/12/2025 |
| 622007 | 39221271 | Building Permit Fee | 2200 | \$ | 125.00 | 9/12/2025 |



The Town of Hillsboro Beach
All Fees Collected

Start Date: 09/01/2025
End Date: 09/30/2025

| | | | | | | |
|--------|----------|------------------------------------|---------|----|------------|-----------|
| 622007 | 39221271 | Plan Review Fee | 2 | \$ | 190.00 | 9/12/2025 |
| 622007 | 39221271 | Building Permit Fee | 8400 | \$ | 222.60 | 9/12/2025 |
| 622102 | 39227260 | Building Administrative Fee | 1 | \$ | 25.00 | 9/15/2025 |
| 622102 | 39227260 | Building Administrative Fee | 1 | \$ | 25.00 | 9/15/2025 |
| 622102 | 39227260 | Fire Plan Review | 1 | \$ | 150.00 | 9/15/2025 |
| 622102 | 39227260 | Fire Inspection | 1 | \$ | 150.00 | 9/15/2025 |
| 622105 | 39227265 | Building Administrative Fee | 1 | \$ | 25.00 | 9/15/2025 |
| 622105 | 39227265 | Building Administrative Fee | 1 | \$ | 25.00 | 9/15/2025 |
| 622105 | 39227265 | Fire Plan Review | 1 | \$ | 150.00 | 9/15/2025 |
| 622105 | 39227265 | Fire Inspection | 1 | \$ | 150.00 | 9/15/2025 |
| 622122 | 39228665 | Government Fees FL DBPR Surcharge | 165.86 | \$ | 2.00 | 9/15/2025 |
| 622122 | 39228665 | Government Fees FL BCAIF Surcharge | 165.86 | \$ | 2.48 | 9/15/2025 |
| 622122 | 39228665 | BRA - Board of Rules & Appeals Fee | 6259 | \$ | 3.64 | 9/15/2025 |
| 622122 | 39228665 | Building Permit Fee | 6259 | \$ | 165.86 | 9/15/2025 |
| 622126 | 39228661 | Government Fees FL DBPR Surcharge | 172.25 | \$ | 2.00 | 9/15/2025 |
| 622126 | 39228661 | Government Fees FL BCAIF Surcharge | 172.25 | \$ | 2.58 | 9/15/2025 |
| 622126 | 39228661 | BRA - Board of Rules & Appeals Fee | 6500 | \$ | 3.64 | 9/15/2025 |
| 622126 | 39228661 | Building Permit Fee | 6500 | \$ | 172.25 | 9/15/2025 |
| 622236 | 39228465 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/16/2025 |
| 622236 | 39228465 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/16/2025 |
| 622236 | 39228465 | BRA - Board of Rules & Appeals Fee | 3200 | \$ | 2.08 | 9/16/2025 |
| 622236 | 39228465 | Building Permit Fee | 3200 | \$ | 125.00 | 9/16/2025 |
| 622253 | 39219970 | Government Fees FL DBPR Surcharge | 1391.25 | \$ | 13.91 | 9/17/2025 |
| 622253 | 39219970 | Government Fees FL BCAIF Surcharge | 1391.25 | \$ | 20.86 | 9/17/2025 |
| 622253 | 39219970 | BRA - Board of Rules & Appeals Fee | 52500 | \$ | 27.56 | 9/17/2025 |
| 622253 | 39219970 | Plan Review Fee | 1 | \$ | 95.00 | 9/17/2025 |
| 622253 | 39219970 | Building Permit Fee | 52500 | \$ | 1,391.25 | 9/17/2025 |
| 622322 | 39219970 | Application Fee Credit | 2955 | \$ | (2,955.00) | 9/17/2025 |
| 622322 | 39219970 | Government Fees FL DBPR Surcharge | 402.8 | \$ | 4.02 | 9/17/2025 |
| 622322 | 39219970 | Government Fees FL BCAIF Surcharge | 402.8 | \$ | 6.04 | 9/17/2025 |
| 622322 | 39219970 | Government Fees FL DBPR Surcharge | 666.34 | \$ | 6.66 | 9/17/2025 |
| 622322 | 39219970 | BRA - Board of Rules & Appeals Fee | 15200 | \$ | 8.32 | 9/17/2025 |
| 622322 | 39219970 | Government Fees FL BCAIF Surcharge | 666.34 | \$ | 9.99 | 9/17/2025 |
| 622322 | 39219970 | BRA - Board of Rules & Appeals Fee | 25145 | \$ | 13.52 | 9/17/2025 |
| 622322 | 39219970 | Government Fees FL DBPR Surcharge | 7830.75 | \$ | 78.30 | 9/17/2025 |
| 622322 | 39219970 | Plan Review Fee | 1 | \$ | 95.00 | 9/17/2025 |
| 622322 | 39219970 | Government Fees FL BCAIF Surcharge | 7830.75 | \$ | 117.46 | 9/17/2025 |
| 622322 | 39219970 | BRA - Board of Rules & Appeals Fee | 295500 | \$ | 153.92 | 9/17/2025 |
| 622322 | 39219970 | Plan Review Fee | 2 | \$ | 190.00 | 9/17/2025 |
| 622322 | 39219970 | Building Permit Fee | 15200 | \$ | 402.80 | 9/17/2025 |
| 622322 | 39219970 | Building Permit Fee | 25145 | \$ | 666.34 | 9/17/2025 |
| 622322 | 39219970 | Building Permit Fee | 295500 | \$ | 7,830.75 | 9/17/2025 |
| 622355 | 124691 | Plan Review Fee | 1 | \$ | 95.00 | 9/17/2025 |



The Town of Hillsboro Beach
All Fees Collected

Start Date: 09/01/2025
End Date: 09/30/2025

| | | | | | | |
|--------|----------|------------------------------------|---------|----|----------|-----------|
| 622529 | 39229237 | Government Fees FL DBPR Surcharge | 303.95 | \$ | 3.03 | 9/19/2025 |
| 622529 | 39229237 | Government Fees FL BCAIF Surcharge | 303.95 | \$ | 4.55 | 9/19/2025 |
| 622529 | 39229237 | BRA - Board of Rules & Appeals Fee | 11470 | \$ | 6.24 | 9/19/2025 |
| 622529 | 39229237 | Building Permit Fee | 11470 | \$ | 303.95 | 9/19/2025 |
| 622589 | 39224999 | Government Fees FL DBPR Surcharge | 349.8 | \$ | 3.49 | 9/22/2025 |
| 622589 | 39224999 | Government Fees FL DBPR Surcharge | 384.25 | \$ | 3.84 | 9/22/2025 |
| 622589 | 39224999 | Government Fees FL BCAIF Surcharge | 349.8 | \$ | 5.24 | 9/22/2025 |
| 622589 | 39224999 | Government Fees FL BCAIF Surcharge | 384.25 | \$ | 5.76 | 9/22/2025 |
| 622589 | 39224999 | Government Fees FL DBPR Surcharge | 720.8 | \$ | 7.20 | 9/22/2025 |
| 622589 | 39224999 | BRA - Board of Rules & Appeals Fee | 13200 | \$ | 7.28 | 9/22/2025 |
| 622589 | 39224999 | BRA - Board of Rules & Appeals Fee | 14500 | \$ | 7.80 | 9/22/2025 |
| 622589 | 39224999 | Government Fees FL BCAIF Surcharge | 720.8 | \$ | 10.81 | 9/22/2025 |
| 622589 | 39224999 | BRA - Board of Rules & Appeals Fee | 27200 | \$ | 14.56 | 9/22/2025 |
| 622589 | 39224999 | Government Fees FL DBPR Surcharge | 3345.62 | \$ | 33.45 | 9/22/2025 |
| 622589 | 39224999 | Government Fees FL BCAIF Surcharge | 3345.62 | \$ | 50.18 | 9/22/2025 |
| 622589 | 39224999 | BRA - Board of Rules & Appeals Fee | 126250 | \$ | 66.04 | 9/22/2025 |
| 622589 | 39224999 | Plan Review Fee | 1 | \$ | 95.00 | 9/22/2025 |
| 622589 | 39224999 | Plan Review Fee | 1 | \$ | 95.00 | 9/22/2025 |
| 622589 | 39224999 | Building Permit Fee | 13200 | \$ | 349.80 | 9/22/2025 |
| 622589 | 39224999 | Building Permit Fee | 14500 | \$ | 384.25 | 9/22/2025 |
| 622589 | 39224999 | Building Permit Fee | 27200 | \$ | 720.80 | 9/22/2025 |
| 622589 | 39224999 | Building Permit Fee | 126250 | \$ | 3,345.62 | 9/22/2025 |
| 622595 | 39228290 | Government Fees FL DBPR Surcharge | 174.15 | \$ | 2.00 | 9/22/2025 |
| 622595 | 39228290 | Government Fees FL BCAIF Surcharge | 174.15 | \$ | 2.61 | 9/22/2025 |
| 622595 | 39228290 | BRA - Board of Rules & Appeals Fee | 6572 | \$ | 3.64 | 9/22/2025 |
| 622595 | 39228290 | Building Permit Fee | 6572 | \$ | 174.15 | 9/22/2025 |
| 622597 | 39229590 | Government Fees FL DBPR Surcharge | 153.7 | \$ | 2.00 | 9/22/2025 |
| 622597 | 39229590 | Government Fees FL BCAIF Surcharge | 153.7 | \$ | 2.30 | 9/22/2025 |
| 622597 | 39229590 | BRA - Board of Rules & Appeals Fee | 5800 | \$ | 3.12 | 9/22/2025 |
| 622597 | 39229590 | Building Permit Fee | 5800 | \$ | 153.70 | 9/22/2025 |
| 622604 | 39229596 | Government Fees FL DBPR Surcharge | 226.52 | \$ | 2.26 | 9/22/2025 |
| 622604 | 39229596 | Government Fees FL BCAIF Surcharge | 226.52 | \$ | 3.39 | 9/22/2025 |
| 622604 | 39229596 | BRA - Board of Rules & Appeals Fee | 8548 | \$ | 4.68 | 9/22/2025 |
| 622604 | 39229596 | Building Permit Fee | 8548 | \$ | 226.52 | 9/22/2025 |
| 622633 | 39229592 | Government Fees FL DBPR Surcharge | 184.17 | \$ | 2.00 | 9/22/2025 |
| 622633 | 39229592 | Government Fees FL BCAIF Surcharge | 184.17 | \$ | 2.76 | 9/22/2025 |
| 622633 | 39229592 | BRA - Board of Rules & Appeals Fee | 6950 | \$ | 3.64 | 9/22/2025 |
| 622633 | 39229592 | Building Permit Fee | 6950 | \$ | 184.17 | 9/22/2025 |
| 622658 | 39216103 | Permit Card Replacement; CO/CC | 1 | \$ | 25.00 | 9/22/2025 |
| 622722 | 39229971 | Government Fees FL DBPR Surcharge | 180.2 | \$ | 2.00 | 9/23/2025 |
| 622722 | 39229971 | Government Fees FL BCAIF Surcharge | 180.2 | \$ | 2.70 | 9/23/2025 |
| 622722 | 39229971 | BRA - Board of Rules & Appeals Fee | 6800 | \$ | 3.64 | 9/23/2025 |
| 622722 | 39229971 | Building Permit Fee | 6800 | \$ | 180.20 | 9/23/2025 |



The Town of Hillsboro Beach
All Fees Collected

Start Date: 09/01/2025
End Date: 09/30/2025

| | | | | | | |
|--------|----------|------------------------------------|--------|----|--------|-----------|
| 622777 | 39229231 | Government Fees FL DBPR Surcharge | 234.26 | \$ | 2.34 | 9/23/2025 |
| 622777 | 39229231 | Government Fees FL BCAIF Surcharge | 234.26 | \$ | 3.51 | 9/23/2025 |
| 622777 | 39229231 | BRA - Board of Rules & Appeals Fee | 8840 | \$ | 4.68 | 9/23/2025 |
| 622777 | 39229231 | Building Permit Fee | 8840 | \$ | 234.26 | 9/23/2025 |
| 622842 | 39230060 | Government Fees FL DBPR Surcharge | 177.55 | \$ | 2.00 | 9/24/2025 |
| 622842 | 39230060 | Government Fees FL BCAIF Surcharge | 177.55 | \$ | 2.66 | 9/24/2025 |
| 622842 | 39230060 | BRA - Board of Rules & Appeals Fee | 6700 | \$ | 3.64 | 9/24/2025 |
| 622842 | 39230060 | Building Permit Fee | 6700 | \$ | 177.55 | 9/24/2025 |
| 622855 | 39229268 | BRA - Board of Rules & Appeals Fee | 2100 | \$ | 2.00 | 9/24/2025 |
| 622855 | 39229268 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/24/2025 |
| 622855 | 39229268 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/24/2025 |
| 622855 | 39229268 | Building Permit Fee | 2100 | \$ | 125.00 | 9/24/2025 |
| 623013 | 39229588 | BRA - Board of Rules & Appeals Fee | 1700 | \$ | 2.00 | 9/25/2025 |
| 623013 | 39229588 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/25/2025 |
| 623013 | 39229588 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/25/2025 |
| 623013 | 39229588 | Building Administrative Fee | 1 | \$ | 25.00 | 9/25/2025 |
| 623013 | 39229588 | Building Administrative Fee | 1 | \$ | 25.00 | 9/25/2025 |
| 623013 | 39229588 | Building Administrative Fee | 1 | \$ | 25.00 | 9/25/2025 |
| 623013 | 39229588 | Building Administrative Fee | 1 | \$ | 25.00 | 9/25/2025 |
| 623013 | 39229588 | Building Permit Fee | 1700 | \$ | 125.00 | 9/25/2025 |
| 623013 | 39229588 | Fire Plan Review | 1 | \$ | 150.00 | 9/25/2025 |
| 623013 | 39229588 | Fire Inspection | 1 | \$ | 150.00 | 9/25/2025 |
| 623013 | 39229588 | Zoning Plan Review | 1 | \$ | 150.00 | 9/25/2025 |
| 623013 | 39229588 | Zoning Inspection Fee | 1 | \$ | 150.00 | 9/25/2025 |
| 623045 | 39226278 | BRA - Board of Rules & Appeals Fee | 100 | \$ | 2.00 | 9/26/2025 |
| 623045 | 39226278 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/26/2025 |
| 623045 | 39226278 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/26/2025 |
| 623045 | 39226278 | Building Permit Fee | 100 | \$ | 125.00 | 9/26/2025 |
| 623055 | 39230318 | Government Fees FL DBPR Surcharge | 181.52 | \$ | 2.00 | 9/26/2025 |
| 623055 | 39230318 | Government Fees FL BCAIF Surcharge | 181.52 | \$ | 2.72 | 9/26/2025 |
| 623055 | 39230318 | BRA - Board of Rules & Appeals Fee | 6850 | \$ | 3.64 | 9/26/2025 |
| 623055 | 39230318 | Building Permit Fee | 6850 | \$ | 181.52 | 9/26/2025 |
| 623077 | 39230291 | Government Fees FL DBPR Surcharge | 739.35 | \$ | 7.39 | 9/26/2025 |
| 623077 | 39230291 | Government Fees FL BCAIF Surcharge | 739.35 | \$ | 11.09 | 9/26/2025 |
| 623077 | 39230291 | BRA - Board of Rules & Appeals Fee | 27900 | \$ | 14.56 | 9/26/2025 |
| 623077 | 39230291 | Building Permit Fee | 27900 | \$ | 739.35 | 9/26/2025 |
| 623083 | 39217560 | BRA - Board of Rules & Appeals Fee | 3000 | \$ | 2.00 | 9/26/2025 |
| 623083 | 39217560 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/26/2025 |
| 623083 | 39217560 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/26/2025 |
| 623083 | 39217560 | BRA - Board of Rules & Appeals Fee | 3000 | \$ | 2.00 | 9/26/2025 |
| 623083 | 39217560 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/26/2025 |
| 623083 | 39217560 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/26/2025 |
| 623083 | 39217560 | Building Administrative Fee | 1 | \$ | 25.00 | 9/26/2025 |



The Town of Hillsboro Beach
All Fees Collected

Start Date: 09/01/2025
End Date: 09/30/2025

| | | | | | | |
|--------|----------|--|--------|----|--------------------|-----------|
| 623083 | 39217560 | Building Administrative Fee | 2 | \$ | 50.00 | 9/26/2025 |
| 623083 | 39217560 | Plan Review Fee | 1 | \$ | 95.00 | 9/26/2025 |
| 623083 | 39217560 | Building Permit Fee | 3000 | \$ | 125.00 | 9/26/2025 |
| 623083 | 39217560 | Building Permit Fee | 3000 | \$ | 125.00 | 9/26/2025 |
| 623083 | 39217560 | Zoning Inspection Fee | 1 | \$ | 150.00 | 9/26/2025 |
| 623083 | 39217560 | Zoning Plan Review | 2 | \$ | 300.00 | 9/26/2025 |
| 623084 | 616451 | Plan Review Fee | 1 | \$ | 95.00 | 9/26/2025 |
| 623171 | 573071 | Permit Card Replacement; CO/CC | 1 | \$ | 25.00 | 9/29/2025 |
| 623171 | 573071 | Expired Permit - Greater Than 180 Days | 243.8 | \$ | 243.80 | 9/29/2025 |
| 623178 | 39213320 | BRA - Board of Rules & Appeals Fee | 500 | \$ | 2.00 | 9/29/2025 |
| 623178 | 39213320 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/29/2025 |
| 623178 | 39213320 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/29/2025 |
| 623178 | 39213320 | Government Fees FL DBPR Surcharge | 537.97 | \$ | 5.37 | 9/29/2025 |
| 623178 | 39213320 | Government Fees FL BCAIF Surcharge | 537.97 | \$ | 8.06 | 9/29/2025 |
| 623178 | 39213320 | BRA - Board of Rules & Appeals Fee | 20301 | \$ | 10.92 | 9/29/2025 |
| 623178 | 39213320 | Building Administrative Fee | 1 | \$ | 25.00 | 9/29/2025 |
| 623178 | 39213320 | Building Administrative Fee | 3 | \$ | 75.00 | 9/29/2025 |
| 623178 | 39213320 | Building Permit Fee | 500 | \$ | 125.00 | 9/29/2025 |
| 623178 | 39213320 | Zoning Inspection Fee | 1 | \$ | 150.00 | 9/29/2025 |
| 623178 | 39213320 | Plan Review Fee | 2 | \$ | 190.00 | 9/29/2025 |
| 623178 | 39213320 | Zoning Plan Review | 3 | \$ | 450.00 | 9/29/2025 |
| 623178 | 39213320 | Building Permit Fee | 20301 | \$ | 537.97 | 9/29/2025 |
| 623180 | 39203582 | Re-Inspection Fee | 1 | \$ | 95.00 | 9/29/2025 |
| 623180 | 39203582 | Re-Inspection Fee | 1 | \$ | 95.00 | 9/29/2025 |
| 623312 | 39217918 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/30/2025 |
| 623312 | 39217918 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/30/2025 |
| 623312 | 39217918 | BRA - Board of Rules & Appeals Fee | 1500 | \$ | 2.00 | 9/30/2025 |
| 623312 | 39217918 | Government Fees FL BCAIF Surcharge | 125 | \$ | 2.00 | 9/30/2025 |
| 623312 | 39217918 | Government Fees FL DBPR Surcharge | 125 | \$ | 2.00 | 9/30/2025 |
| 623312 | 39217918 | BRA - Board of Rules & Appeals Fee | 3500 | \$ | 2.08 | 9/30/2025 |
| 623312 | 39217918 | Government Fees FL DBPR Surcharge | 341.85 | \$ | 3.41 | 9/30/2025 |
| 623312 | 39217918 | Government Fees FL BCAIF Surcharge | 341.85 | \$ | 5.12 | 9/30/2025 |
| 623312 | 39217918 | BRA - Board of Rules & Appeals Fee | 12900 | \$ | 6.76 | 9/30/2025 |
| 623312 | 39217918 | Government Fees FL DBPR Surcharge | 1192.5 | \$ | 11.92 | 9/30/2025 |
| 623312 | 39217918 | Government Fees FL BCAIF Surcharge | 1192.5 | \$ | 17.88 | 9/30/2025 |
| 623312 | 39217918 | BRA - Board of Rules & Appeals Fee | 45000 | \$ | 23.40 | 9/30/2025 |
| 623312 | 39217918 | Plan Review Fee | 1 | \$ | 95.00 | 9/30/2025 |
| 623312 | 39217918 | Building Permit Fee | 3500 | \$ | 125.00 | 9/30/2025 |
| 623312 | 39217918 | Building Permit Fee | 1500 | \$ | 125.00 | 9/30/2025 |
| 623312 | 39217918 | Building Permit Fee | 12900 | \$ | 341.85 | 9/30/2025 |
| 623312 | 39217918 | Building Permit Fee | 45000 | \$ | 1,192.50 | 9/30/2025 |
| | | | | | \$41,138.16 | |

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Page: 1
10/29/2025
ACCOUNT NO: 1182-0606490
STATEMENT NO: 74188

Attn: Mac Serda, Town Manager

General Matters

| | | | HOURS |
|------------|-----|---|-------|
| 09/30/2025 | DJD | Review resolutions for agenda items; review code; revise correspondence; address open carry law. | 1.70 |
| 10/02/2025 | DJD | Initial review of agenda. | 0.40 |
| 10/03/2025 | DJD | Address inquiry from Town Manager regarding water line replacement. | 0.30 |
| 10/06/2025 | DJD | Review agenda and prepare for Town Commission meeting. | 0.80 |
| 10/07/2025 | DJD | Prepare for and attend Town Commission meeting. | 3.70 |
| 10/08/2025 | DJD | Draft extension to Agreement with Waste Production; draft Development Order; review open carry relates issues; address code violation. | 2.80 |
| 10/09/2025 | DJD | Address Waste Production extension; telephone call with Randall Roger, Esquire; review open carry issues. | 1.30 |
| 10/10/2025 | JGH | Prepare for and attend Ethics Training. | 2.30 |
| | DJD | Review open carry policies; telephone conference with Town Manager and Chief of Police. | 1.20 |
| 10/16/2025 | DJD | Respond to inquiry from Town Manager regarding Island House. | 0.20 |
| 10/17/2025 | SMS | Review and research on water distribution issues. | 0.60 |
| 10/20/2025 | DJD | Review ordinance amendment West Side parking regulations; email Graham Long; review email from Town Manager regarding variance; address water line / LHP. | 1.40 |
| 10/21/2025 | DJD | Respond to variance question from Town Manager; prepare ordinance; telephone conference with Town Manager. | 0.80 |
| | SMS | Discussion and review related to watermain relocation project. | 0.50 |
| 10/22/2025 | DJD | Telephone call with Town Manager. | 0.20 |
| 10/23/2025 | DJD | Respond to question from Town Manager regarding construction hours; address Beach Easement; address water line replacement issues. | 1.50 |
| 10/24/2025 | DJD | Review inquiry from Florida Department of Environmental Protection regarding award of bid. | 0.80 |

General Matters

| | | HOURS | |
|------------|--|-------|----------|
| 10/27/2025 | DJD Preparation of resolutions for agenda; review email and documentation from Donna Rockford. | 1.20 | |
| | SMS Correspondence on potential water agreements with LHP. | 0.20 | |
| | FOR CURRENT SERVICES RENDERED | 21.90 | 6,570.00 |

RECAPITULATION

| TIMEKEEPER | HOURS | HOURLY RATE | TOTAL |
|-------------------|-------|-------------|------------|
| D.J. Doody | 18.30 | \$300.00 | \$5,490.00 |
| Sean M. Swartz | 1.30 | 300.00 | 390.00 |
| Jacob G. Horowitz | 2.30 | 300.00 | 690.00 |

| | |
|---|-------------------|
| Photocopies | 136.50 |
| TOTAL OUT-OF-POCKET EXPENSES THROUGH 10/28/2025 | 136.50 |
| TOTAL CURRENT WORK | 6,706.50 |
| BALANCE DUE | <u>\$6,706.50</u> |

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
10/29/2025
ACCOUNT NO: 1182-1201006
STATEMENT NO: 74189

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 | |
|------------|-----|---|-------|----------|
| 10/08/2025 | DJD | Telephone conference with Jeff Bass; review pleadings. | 0.40 | |
| 10/13/2025 | DJD | Participate in conference call; review Court Order. | 0.70 | |
| 10/17/2025 | DJD | Initial review of proposed Response to Plaintiff's Cross Motion for Summary Judgment. | 0.60 | |
| 10/20/2025 | DJD | Review of Hillsboro Mile Property Owner Response to Plaintiff's Cross Motion for Summary Judgment; initial preparation of Town's response to Cross Motion for Summary Judgment. | 2.20 | |
| 10/21/2025 | SN | Review Cross Motion for Summary Judgment and Plaintiff Response. | 1.60 | |
| | DJD | Review case law; telephone conference with Jim Hickey regarding affidavit. | 1.70 | |
| 10/22/2025 | SN | Research for summary judgment motion | 2.20 | |
| 10/23/2025 | SN | Research summary judgement response caselaw | 3.40 | |
| | DJD | Address case law and revisions to Hickey Affidavit; telephone cal with Jim Hickey; review case law; review revised Affidavit from Jim Hickey. | 2.40 | |
| 10/24/2025 | SN | Continuing research, outline revisions, conference call with DJD and Jeff Bass; begin drafting response to cross-motion for summary judgment. | 2.00 | |
| | DJD | Participate in zoom meeting regarding affidavit; review case law. | 1.30 | |
| 10/25/2025 | SN | Draft Response to Amended Cross Motion for Summary Judgment | 3.50 | |
| 10/26/2025 | SN | Revise and complete draft of Response to Amended Cross Motion for Summary Judgment | 2.40 | |
| 10/27/2025 | DJD | Review and revise Response to Cross Motion for Summary Judgment. | 1.80 | |
| 10/28/2025 | SN | Assist with revisions of reply motion | 0.50 | |
| | DJD | Revise response to Plaintiff's Motion for Summary Judgment; address affidavit from James Hickey. | 2.90 | |
| | | FOR CURRENT SERVICES RENDERED | 29.60 | 8,880.00 |

| | RECAPITULATION | | |
|------------|----------------|-------------|------------|
| TIMEKEEPER | HOURS | HOURLY RATE | TOTAL |
| D.J. Doody | 14.00 | \$300.00 | \$4,200.00 |

adv. Richard Crusco, Charles Doherty (ORD 2024-06)

| <u>TIMEKEEPER</u> | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|---|--------------|--------------------|-------------------|
| Susannah Nesmith | 15.60 | 300.00 | 4,680.00 |
| Photocopies | | | 11.20 |
| TOTAL OUT-OF-POCKET EXPENSES THROUGH 10/28/2025 | | | 11.20 |
| TOTAL CURRENT WORK | | | 8,891.20 |
| BALANCE DUE | | | <u>\$8,891.20</u> |

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

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 in Re-Zoning Change and Approval

Page: 1
10/29/2025
ACCOUNT NO: 1182-1201007
STATEMENT NO: 74190

| | |
|---|----------------|
| Photocopies | <u>32.55</u> |
| TOTAL OUT-OF-POCKET EXPENSES THROUGH 10/28/2025 | 32.55 |
| TOTAL CURRENT WORK | 32.55 |
| BALANCE DUE | <u>\$32.55</u> |

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: Police Department
Police Chief Rob O'Neill

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Chief Monthly Sept-25.rmo



Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda
 From: Police Chief, Robert O'Neill
 Subject: September 2025 Monthly Report

Patrol Snapshot:

| Activity | Current Month | August 2025 | September 2024 |
|----------------------|---------------|-------------|----------------|
| Contacts | | | |
| Motor Vehicle | 211 | 251 | 205 |
| Crosswalk | 158 | 300 | 160 |
| Marine Unit | 105 | 84 | 91 |
| Beach Unit | 73 | 65 | 16 |
| Cyclists | 119 | 156 | 246 |
| Arrests | 0 | 1 | 1 |
| Service | | | |
| Alarms | 17 | 11 | 24 |
| Assist Other Agency | 6 | 9 | 2 |
| Dogs on Beach/Animal | 1 | 4 | 0 |
| Vessel | 9 | 9 | 6 |
| Noise | 0 | 2 | 0 |
| Open Doors | 1 | 2 | 2 |
| Police Assists | 104 | 94 | 89 |
| Domestic/Disturbance | 2 | 0 | 5 |
| Sick/Injured | 8 | 16 | 17 |
| Crash | 1 | 2 | 3 |
| Trespassing | 1 | 2 | 2 |
| Security Checks | 6528 | 7219 | 6229 |
| Total Calls | 227 | 271 | 213 |

Training:

Police Law Institute (Online): U.S. Supreme Court Rulings 2025

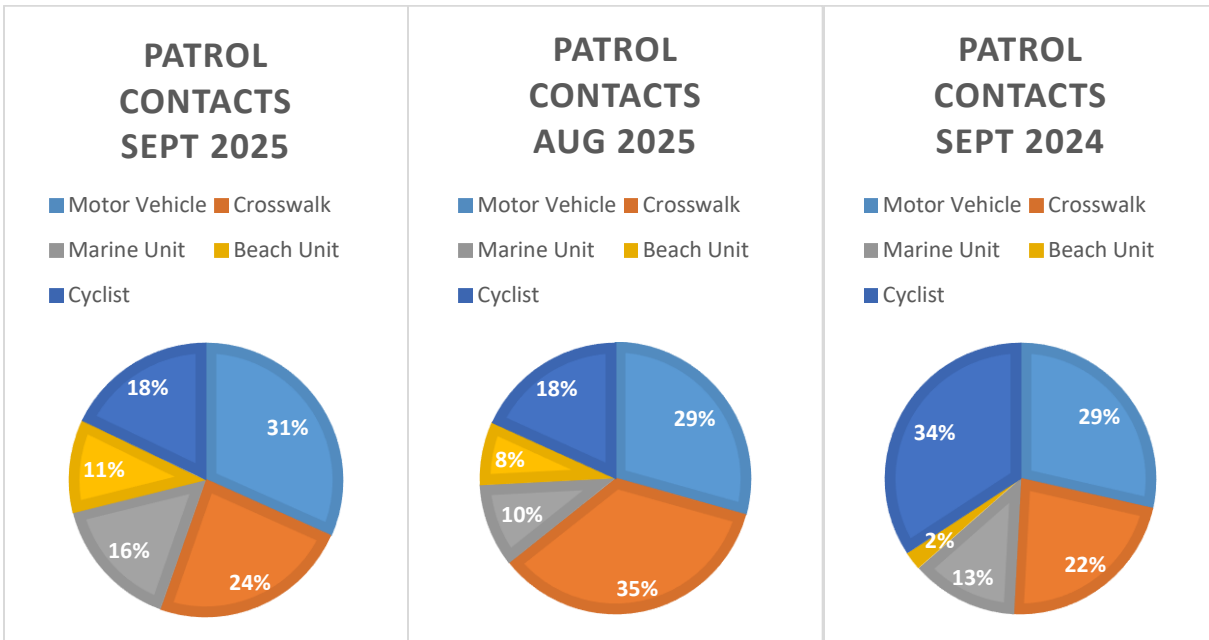
Power DMS Topics: Report Writing, Evidence, Line-up Guide

Personnel News: Officer Collin Josey's field training continues to progress on schedule. We successfully completed our CFA mock accreditation assessment and are preparing for our CFA on-site in November.

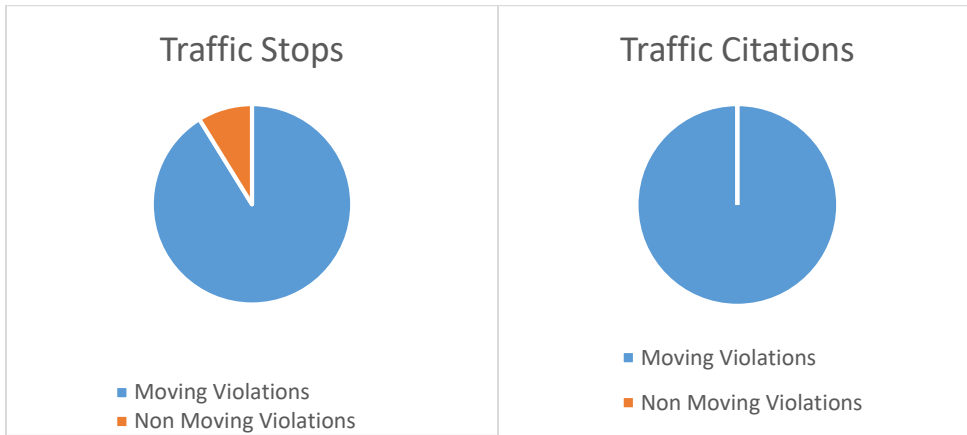
Investigations Snapshot:

| September 2025 (new) | Actively Working | Inactivated/Cleared |
|-------------------------------|--------------------------------|--|
| Stalking (#251867) | Rental Listing Scam (#251674) | Property Damage (#250601) |
| Grand Theft/Forgery (#252565) | Identity Theft/Fraud (#250681) | Sex Battery, Digital Voyeurism (#251968) |
| Stalking (#252530) | Scheme to Defraud (#251317) | Fraud (#232634) |
| Grand Theft (#252715) | Fraud (#250681) | |
| | Stolen Vehicle (#242556) | |
| | Burglary (#242927) | |
| | Found Property (#242931) | |
| | Identity Theft (#250392) | |
| | Grand Theft (#251924) | |
| | Stolen Vehicle (#250603) | |

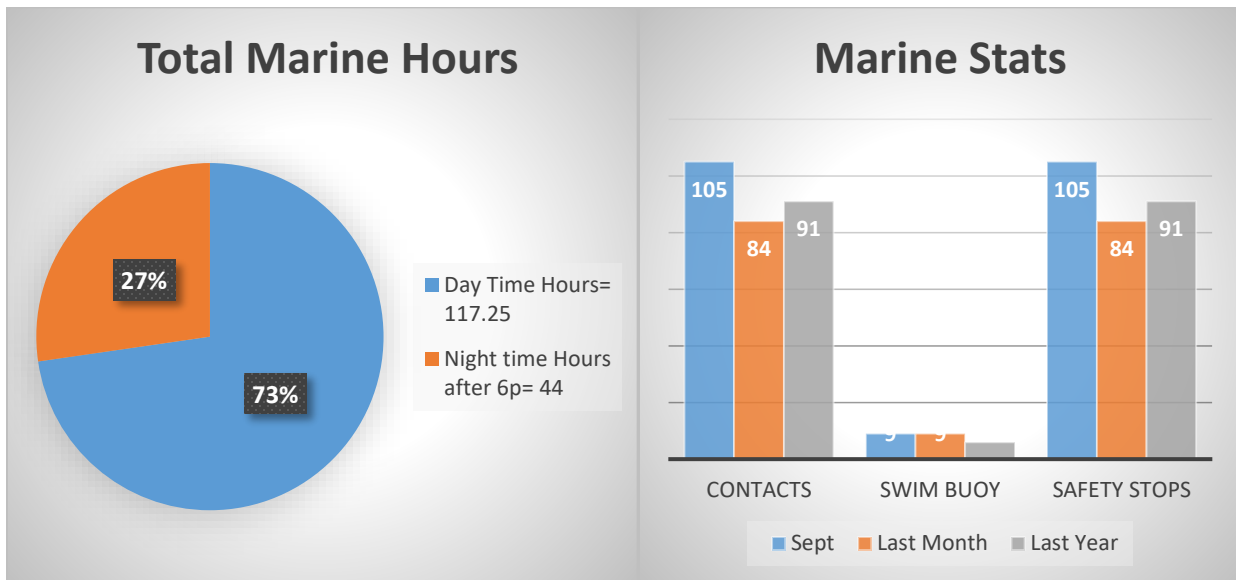
Patrol Services:



Traffic:



Marine/Beach Patrol:



September Notable Events:

On September 5th HBPD received a call from property management in the 1100 block of Hillsboro Mile regarding a parked vehicle creating a view obstruction. Our Officers made contact with the complainant and the vehicle in question. Officers determined it created a hazardous condition during driveway ingress/egress. Officers made contact with the vehicle owner and it was removed from the property. Assistance rendered.

On September 16th HBPD received a call from a resident in the 1100 block of Hillsboro Mile in reference to being the victim of an online scam. Our Officer arrived on scene and made contact with the victim. The Officer collected all of the pertinent information and initiated a criminal investigation report. The victim was provided information on steps to take to prevent further losses, assistance rendered.

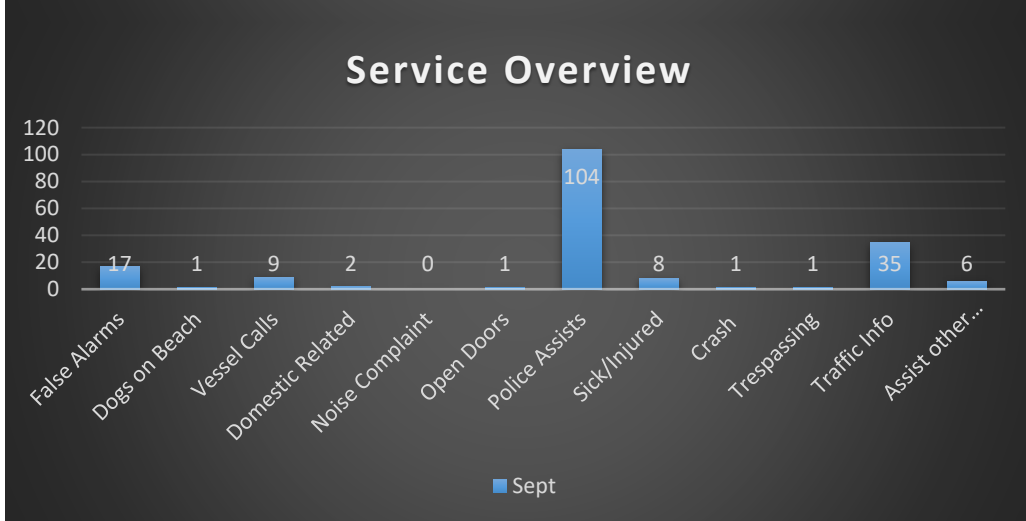
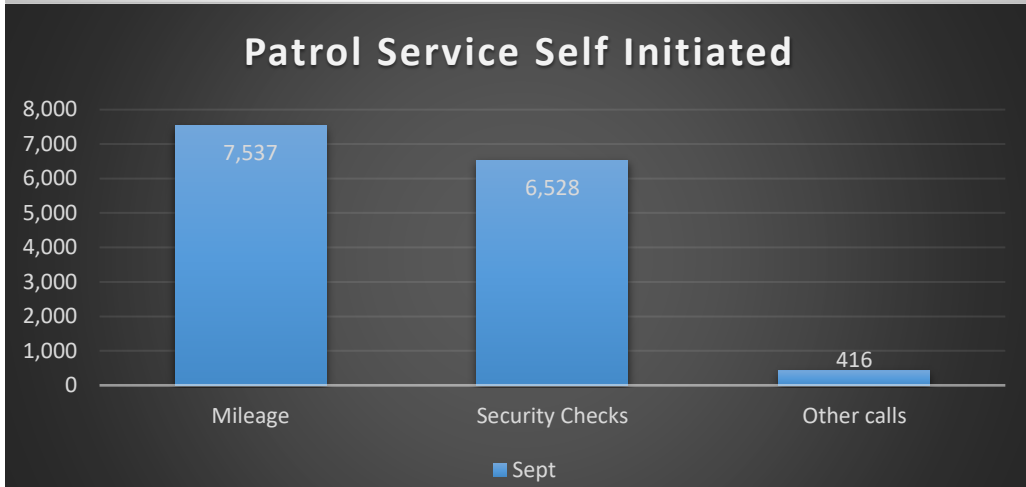
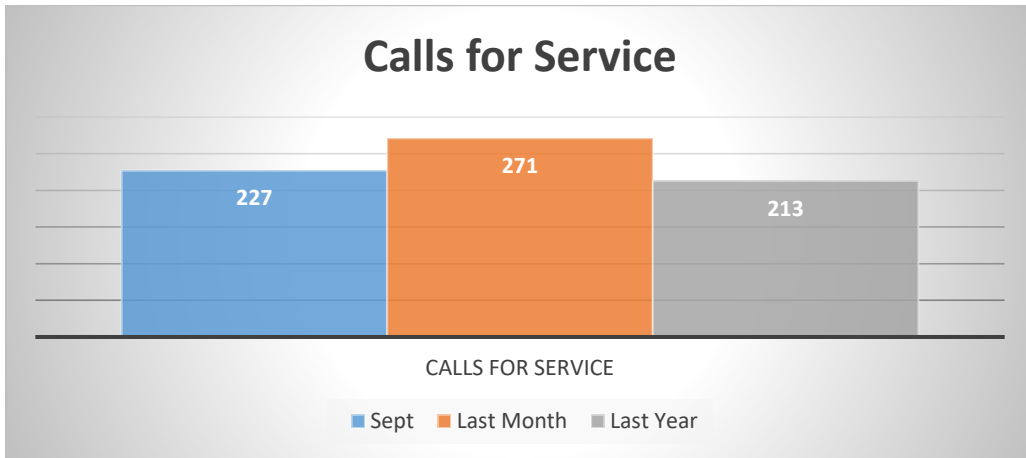
On September 20th an HBPD Officer on patrol in the 900 block of Hillsboro Mile, advised of a lawn maintenance crew observed working on the weekend. The Officer contacted the crew and made them aware of the ordinance, they were compliant and ceased the work that was underway. Assistance rendered.

On September 20th HBPD received a walk-in complaint regarding a resident from the 1100 block of Hillsboro Mile being harassed by phone and online through social media. They believe the messages are somewhat threatening in nature and are becoming concerned. The Officer collected all of the pertinent information and initiated a criminal investigation report. Assistance rendered.

On September 20th HBPD received a call from a subject in the 1000 block of Hillsboro Mile in reference to a disturbance and unwanted guest. Officers arrived on scene and met with the complainant who advised a female acquaintance became upset and had "trashed" his unit. The complainant refused to prosecute a criminal complaint but did request the female be trespass warned. Officers were also made aware that at some point during this incident, a lamp in the common area was damaged. Follow-up with property management, assistance rendered.

On September 30th HBPD received a call from a subject in the 1200 block of Hillsboro Mile in reference to a grand theft. Officers arrived on scene, met with the victim who advised a parcel of significant value was apparently intercepted on September 20th and never received by the victim. The parcel required a signature and an unknown female posing as the intended recipient met the delivery service absconding with the parcel. Officers collected all of the pertinent information and initiated a criminal investigation.

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, CG&A

Submitting Dept: Building Permits, Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. CGA Sept 2025 Report
 2. 25-40 Year Building Safety Report List



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: November 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. Parcel B concrete pours now on 7th floor.

- New Rosewood revisions are being reviewed.
- 1205 Building demolition completed. Owner has been informed that they require another permit for pool demolition.
- 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.
210 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

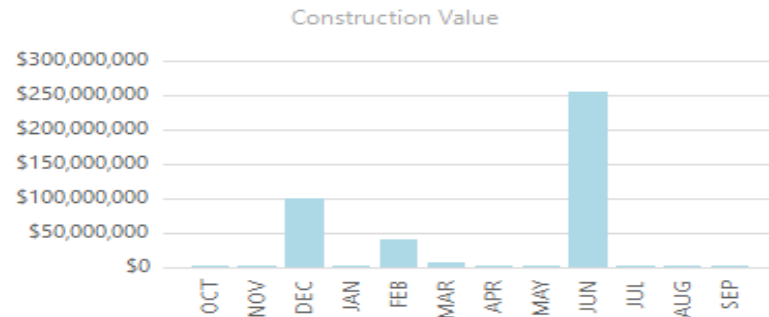
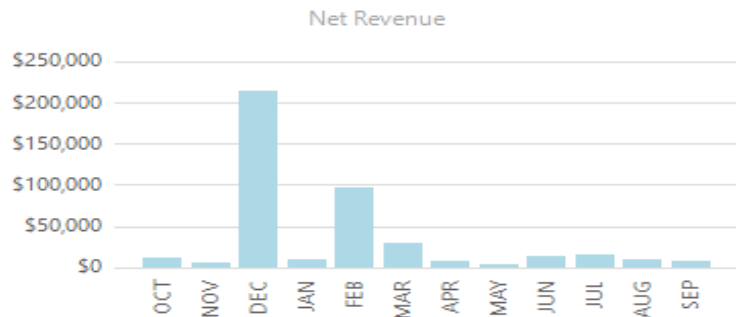


**Town of Hillsboro Beach
Building Department
Summary Report**

**Start Date: 9/1/2025
End Date: 9/30/2025**

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul |
|----------------------|-----------------|-----------------|--------------------|-----------------|------------------|------------------|-----------------|-----------------|-----------------|-----------------|
| 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 | \$1,030,672 |
| Building Permit Fees | \$58,115 | \$20,963 | \$1,402,480 | \$53,448 | \$623,642 | \$168,335 | \$43,759 | \$16,247 | \$66,865 | \$38,094 |
| Fire & Zoning Fees | \$2,700 | \$2,250 | \$3,750 | \$750 | \$3,000 | \$3,150 | \$1,650 | \$150 | \$3,150 | \$9,000 |
| Total Revenue | \$60,815 | \$23,213 | \$1,406,230 | \$54,198 | \$626,642 | \$171,485 | \$45,409 | \$16,397 | \$70,015 | \$47,094 |
| CGA Expense | \$49,398 | \$17,819 | \$1,192,108 | \$45,431 | \$530,096 | \$143,085 | \$37,195 | \$13,810 | \$56,836 | \$32,380 |
| Town Revenue | \$11,417 | \$5,394 | \$214,122 | \$8,767 | \$96,546 | \$28,400 | \$8,214 | \$2,587 | \$13,180 | \$14,714 |

| Aug | Sep | YTD |
|-------------|-------------|---------------|
| \$1,147,835 | \$1,322,996 | \$409,694,455 |
| \$39,731 | \$36,348 | \$2,568,026 |
| \$3,450 | \$2,700 | \$35,700 |
| \$43,181 | \$39,048 | \$2,603,726 |
| \$33,771 | \$30,896 | \$2,182,822 |
| \$9,410 | \$8,152 | \$420,904 |





**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 9/1/2025
End Date: 9/30/2025**

| | Permit Fees | Town Revenue | Fire Fees | Zoning Fees | Admin Fees | CGA Revenue | BORA | DBPR | DCA |
|------------|-----------------------|---------------------|--------------------|--------------------|-------------------|---------------------|--------------------|--------------------|--------------------|
| MTD | \$36,348.36 | \$5,452.25 | \$900.00 | \$1,800.00 | \$450.00 | \$30,896.11 | \$715.16 | \$378.93 | \$545.71 |
| YTD | \$2,568,026.46 | \$385,203.97 | \$13,800.00 | \$21,900.00 | \$5,750.00 | 2,182,822.49 | \$80,447.48 | \$39,092.14 | \$58,333.07 |



**Town of Hillsboro Beach
Building Department
Permit Report**

**Start Date: 9/1/2025
End Date: 9/30/2025**

| Permit Type | # Issued | Building Permit Fees |
|-------------------------------------|-----------------|-----------------------------|
| COMMERCIAL BACKFLOW | 1 | 303.95 |
| COMMERCIAL CONCRETE RESTORATION | 2 | 1,577.41 |
| COMMERCIAL ELECTRICAL MISCELLANEOUS | 1 | 181.52 |
| COMMERCIAL FENCE | 1 | 125.00 |
| COMMERCIAL LOW VOLTAGE | 2 | 517.50 |
| COMMERCIAL RE-ROOF | 3 | 2,892.36 |
| RESIDENTIAL A/C CHANGE OUT | 10 | 1,889.80 |
| RESIDENTIAL ALTERATION | 8 | 24,375.28 |
| RESIDENTIAL DOCK | 1 | 95.00 |
| RESIDENTIAL FENCE | 1 | 190.66 |
| RESIDENTIAL MULTI FAMILY | 1 | 95.00 |
| RESIDENTIAL PLUMBING MISCELLANEOUS | 1 | 632.60 |
| RESIDENTIAL SERVICE CHANGE/REPAIR | 2 | 250.00 |
| RESIDENTIAL WATER HEATER | 2 | 250.00 |
| RESIDENTIAL WINDOWS/DOORS/SHUTTERS | 6 | 1,774.31 |
| SIGN | 1 | 852.97 |
| TEMPORARY TRAILER | 1 | 345.00 |
| | 44 | \$36,348.36 |



**Town of Hillsboro Beach
Building Department
Activity Report**

**Start Date: 9/1/2025
End Date: 9/30/2025**

| Discipline | Total # of Inspections | Plan Review | Permits Applied |
|-------------------|-------------------------------|--------------------|------------------------|
| Building | 101 | 40 | 15 |
| Electrical | 36 | 23 | 12 |
| Plumbing | 41 | 15 | 8 |
| Mechanical | 10 | 16 | 15 |
| Fire | 13 | 7 | 3 |
| Zoning | 0 | 14 | 8 |
| Totals | 201 | 117 | 61 |



**Town of Hillsboro Beach
Building Department
Issued Permits Report**

**Start Date: 9/1/2025
End Date: 9/30/2025**

| Folio # | Permit # | Date Issued | Job Address | Job Sub Division | Construction Value |
|-------------------------------|------------|-------------|--|-----------------------------------|---------------------|
| RESIDENTIAL ALTERATION | | | | | |
| 484308AH1730 | 25386125-0 | 9/3/2025 | 1147 HILLSBORO MILE (UNIT 601) | OPAL TOWERS CONDO | \$115,000.00 |
| 484308CA0150 | 25386163-0 | 9/4/2025 | 1155 HILLSBORO MILE, UNIT 208 (KITCHEN REMODEL AND PANEL CHANGE) | HILLSBORO OCEAN CLUB CONDO | \$76,200.00 |
| 484308CM0100 | 25386280-0 | 9/8/2025 | 1169 HILLSBORO MILE, UNIT 201 | HILLSBORO WINDSOR CONDO | \$41,250.00 |
| 484317AB0110 | 25386381-0 | 9/9/2025 | 1051 HILLSBORO MILE (UNIT 211E) | HILLSBORO LE BARON CONDO APTS | \$100,870.00 |
| 484317AH0120 | 25386563-0 | 9/15/2025 | 1063 HILLSBORO MILE, UNIT 208 | OCEAN GRANDE BEACH & MARINA CONDO | \$52,210.00 |
| 484308CA0240 | 25386700-0 | 9/17/2025 | 1155 HILLSBORO MILE, UNIT 307 | HILLSBORO OCEAN CLUB CONDO | \$388,345.00 |
| 484308CH1030 | 25386840-0 | 9/22/2025 | 1167 HILLSBORO MILE, UNIT 715 | OVERLOOK CONDO | \$181,150.00 |
| Grand Total | | | | | \$955,025.00 |



**Town of Hillsboro Beach
Building Department
Plan Review Times Report**

**Start Date: 9/1/2025
End Date: 9/30/2025**

| | Number of Reviews | Average Days In Review | Most Days In Review |
|--------------------------|--------------------------|-------------------------------|----------------------------|
| Completed Reviews | 114 | 5.65 | 42.97 |

| BUILDING NAME | ADDRESS | YEAR BUILT | 40 Year Due | STATUS | NOTES |
|----------------------------|-------------|------------|-------------|---|--|
| 900 HILLSBORO | 900 | 1998 | | Not Needed | |
| HILLSBORO CLUB | 901 | 1962 | 2002 | Reports submitted | Engineer's letter 3/11/2025- no life safety issues, Electrical permits submitted for repairs, waiting on Structural permits |
| LANDMARK | 1021 | 1984 | 2024 | Not Needed | permits required. Meet With Engineer concerning the submittal of permits |
| HILLSBORO MILE TOWER CO-OP | 1035 | 1964 | 2004 | Completed | |
| A-F CO-OPS | 1039 | 1957 | 1997 | Completed | Concrete restoration permit final 5/4/23 |
| A-F CO-OPS | 1041 | 1957 | 1997 | Completed | Concrete restoration permit final 5/4/23 |
| A-F CO-OPS | 1043 | 1957 | 1997 | Active Concrete restoration permit | Concrete Restoration Applied For- AP# 777381- Electrical Repairs required |
| A-F CO-OPS | 1045 | 1957 | 1997 | Active Concrete Restoration Permit | |
| LE BARON | 1050 | 1970 | 2020 | | Report Approved |
| LE BARON | 1051 | 1970 | 2020 | 2020 Electrical Report approved 2022 Structural Report requires repairs | 25384356-0 Concrete Restoration permit 7/16/2025 |
| DIAMONDHEAD | 1057 | 1966 | 2006 | Completed | |
| OCEAN GRANDE | 1063 | 2002 | 2042 | Not Needed | |
| OCEAN HILLSBORO | 1069 | 1966 | 2006 | Structural & Electrical Approved in 2023 | Concrete Restoration Applied For- AP# 735293 |
| KINGSLEY ARMS | 1073 | 1992 | 2032 | Structural Completed 2022 | Electrical Requires repairs- Engineer's letter 4/19/25 no life safety issues left message with Engineer on 7/3/25 Electrical permit for repairs to be submitted week of 10/27/25 |
| OPAL TOWERS EAST | 1147 | 1971 | 2011 | PERMIT 23353868-0 issued 4/6/23 | Email sent on 5/5/25 To Engineer |
| OPAL TOWERS EAST | 1149 | 1971 | 2011 | Updated email sent on 10/27/25 | Email sent to Engineer on 5/5/25 |
| OPAL TOWERS WEST | 1150 | 1974 | 2014 | | ELECTRICAL APPROVED/ Concrete restoration permit approved. I met with Engineer 3/31/25 |
| WATERS EDGE | 1153 | 1996 | 2036 | | Emails sent on 10/23 & 10/27 |
| WATERS EDGE | 1154 | 1996 | 2036 | | Emails sent on 10/23 & 10/27 |
| HILLSBORO OCEAN CLUB | 1155 | 1984 | 2024 | | |
| SEABONAY HOTEL | 1159 | 2021 | 2061 | Not Needed | |
| ISLAND HOUSE | 1160 | 1971 | 2011 | Completed | |
| HILLSBORO COLONNADE | 1161 | 1989 | 2029 | Completed in 2022 | Letter from Engineer dated 10/28/25 Building has no Life Safety Issues while repairs are being done.Repairs required. I spoke to Flack's on 10/24 concerning permits for repairs |
| PIECES 'O EIGHT | 1166 | 1971 | 2011 | Concrrete permit 23354805-0 | COMPLETED- Structural 3/23 Electrical 4/22 |
| OVERLOOK | 1167 | 1987 | 2027 | Permit Approved 8/20/25 Require New Report | Require Electrical permits for repairs 9/26/ Emailed Boardon 5/5/25 |
| WINDSOR | 1169 | 1965 | 2005 | 2015 SUBMITTED in 2020 | DUE in 2025- Letter emailed on 4/28/25 to Paul Oneil |
| HARBORSIDE | 1170 | 1982 | 2022 | Concrete Restoration Issued- AP# 470199 | Permit 493920/ Structural & Electrical Approved 3/25 |
| VIRGINIA KAYE | 1187 | 1957 | 1997 | Report appd. In 2010 | Engineer's reports submitted 7/31/2025; 2017 Report required. 9/26 Letter from Engineer - no life safety issues |
| OCEAN CREST | 1189 | 1968 | 2008 | Email sent on 10/23/25 | Received Engineer's letter on 9/5 No Life Safety Issues; Applying For Demo Permit |
| IMPERIAL | 1198 | 1965 | 2005 | Completed | |
| IMPERIAL | 1199 | 1965 | 2005 | Completed | |
| 1200 THE OCEAN | 1200 | 2016 | 2056 | Not Needed | |
| SHORELAND | 1202 | 1958 | 1998 | 2022 Report on file | Report Received 10/15/24 |
| SHORELAND | 1203 | 1958 | 1998 | 2022 Report on file | Report Received 10/15/24; NOT REQUIRED |
| CASTLE REEF | 1205 | 1984 | 2024 | Not Required | Demolition complete |
| RECESS | 1207 | 1951 | 1991 | Not Required All BLDGS. Under 3500SF | |
| PALM HILL | 1212 | 1955 | 1995 | NOT REQUIRED | Not required |
| SEA CLUB | 1221 | 1958 | 1998 | Repairs required 9/26/25 | Working on submitting permits 6/10/25; M2E Life Safety letter 6/11/25 |
| OCEAN VISTA | 1222 | 1979 | 2019 | | 5/6 Working with Stone Building Solutions for Report follow up email on 10/29 |
| OCEAN VISTA | 1223 | 1979 | 2019 | | 5/6 Working with Stone Building Solutions for Report |
| ROYAL FLAMINGO | 1225 | 1971 | 2011 | NOT REQUIRED | |
| MEDITERRANEA | 1228 | 1999 | 2039 | | Called MGT Co. Engineer to contact Building; Email & Letter sent Board to hire an Engineer this week 10/27 |
| MEDITERRANEA | 1230 | 1999 | 2039 | | Email & Letter sent |
| SUNRISE RAINBOW SUITES | 1231 | 1957 | 1997 | 7/9 Report repairs req'd for str' & elec. | permit extended. COC to be brought in. 10/3/25 |
| PORT DE MER | 1236 | 1974 | 2014 | Structural Completed on 8/6/2024 | Require Electrical Repairs - permit extended to 2/15/26 |
| PORT DE MER | 1237 | 1974 | 2014 | Structural completed on 8/6/2024 | Require Electrical Repairs - permit extended to 2/15/26 |
| PORT DE MER | 1238 | 1974 | 2014 | Structural Completed on 8/6/2024 | Require electrical repairs - permit extended to 2/15/26 |
| PORT DE MER | 1239 | 1974 | 2014 | Structural Completed on 8/6/224 | Require Electrical Repairs - permit extended to 2/15/26 |
| HILLSBORO SQUARE | 1172 Bldg.3 | 1978 | 2018 | 1172 has open AP#93046 | Inspection Report Dated 5/3/25 |
| HILLSBORO SQUARE | 1172 Bldg.4 | 1978 | 2018 | 1173 completed in 2020 | INSPECTION REPORT Dated 5/3/25 |
| HILLSBORO SQUARE | 1173 Bldg.1 | 1978 | 2018 | REPORT from 2020 | Inspection Report Dated 5/3/25 |
| HILLSBORO SQUARE | 1173 Bldg.2 | 1978 | 2018 | REPORT FROM 2020 | Inspection Report Dated 5/3/25 |



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Code Compliance

Bernard Pita, Code Compliance Supv, CG&A

Submitting Dept: Code Enforcement , Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Sept 2025 Case Action Report
 2. Sept 2025 Code Summary Report
 3. Sept 2025 Cases in Special Magistrate process Report



Case Action Report*

From 9/1/2025 To 9/30/2025 Corridor (All Corridors)

| Date Issue | Incident Type | Site Address | Status | Documents Issued | | Officer Assigned |
|------------|-----------------------------|--|--------|------------------|---------------------|------------------|
| | | | | Date Issue | Type | |
| 7/25/2025 | Building Permit Requirement | 1050 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 701W | Open | 7/25/2025 | Complaint | B. Pita |
| | | | | 9/15/2025 | Notice of Violation | B. Pita |
| | | | | 9/15/2025 | Notice of Hearing | B. Pita |
| 9/8/2025 | Sign Violation | 1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 206 | Open | 9/9/2025 | Notice of Violation | Officer Assigned |
| | | | | 9/9/2025 | Notice of Violation | B. Pita |
| | | | | 9/9/2025 | Notice of Hearing | B. Pita |
| | | | | 9/9/2025 | Complaint | B. Pita |
| 9/16/2025 | Building Permit Requirement | 1160 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 PH #Penthouse | Open | 9/17/2025 | Notice of Violation | Officer Assigned |
| | | | | 9/17/2025 | Notice of Violation | B. Pita |
| | | | | 9/17/2025 | Notice of Hearing | B. Pita |
| | | | | 9/17/2025 | 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 9/1/2025 To 9/30/2025 Corridor (All Corridors)

Case Totals for Period

| | |
|--|-----------|
| Cases Open at Start of Period | 116 |
| Cases Opened During Period | 4 |
| Cases Opened as result of Complaint | 4 |
| Cases Closed During Period | 21 |
| Cases Closed due to compliance | 21 |
| Cases Open at End of Period | 99 |
| Inspections | 4 |
| Reinspections | 21 |
| Total | 25 |
| 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 | 116 | 4 | 4 | 21 | 21 | 99 |
| Total | 116 | 4 | 4 | 21 | 21 | 99 |



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

Code Compliance Summary Report

From 9/1/2025 To 9/30/2025 Corridor (All Corridors)

Inspections by Officer

| Officer | Inspections | Reinspections | Total |
|--------------|-------------|---------------|-----------|
| B. Pita/N/A | 4 | 21 | 25 |
| Total | 4 | 21 | 25 |

Summary of Cases Opened by Incident Type

| Incident Type | Number |
|---|----------|
| Artificial Lighting Regulations (Turtles) | 1 |
| Building Permit Requirement | 1 |
| Sign Violation | 1 |
| Zoning Violation | 1 |
| Total | 4 |

Revenue Summary

| | Period Start | During Period | Period End |
|----------------------|-----------------------|---------------|-----------------------|
| Total Fines Assessed | \$3,017,125.00 | \$144,000.00 | \$3,161,125.00 |
| Total Payments | \$0.00 | \$0.00 | \$0.00 |
| Balance | \$3,017,125.00 | | \$3,161,125.00 |

Code Cases In Special Magistrate Process - September 2025

| Case# | Violation | Owner | Address |
|-------------|--|--|--|
| 1 25090003 | Building Permit Requirement | ROZENBLUM, MICHAEL & KAREN, MICHAEL & KAREN ROZENBLUM REV TR | 1160 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 PH #Penthouse |
| 2 25090002 | Building Permit Requirement | LEWIS,MARYLEE A | 1050 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 701W |
| 3 25090001 | Sign Violation | PENNINO,CHARLENE | 1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 206 |
| 4 25080003 | Landscape Maintenance Violation | 1079 HILLSBORO MILE LLC | 1079 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 |
| 5 25080002 | Landscape Maintenance Violation | MEDZ LLC | 997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 |
| 6 25080001 | Landscape Requirements | SEAGRAPE REV TR PRATT,DAVID TRSTEE | 963 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 |
| 7 25060002 | Property Maintenance | DONOHO,TIM & DEBORAH | 1075 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 |
| 8 25060001 | Construction Site Violation | MIRCHANDANI,KISHORE H/E MIRCHANDANI,ANJALI | 995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 |
| 9 24060016 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 10 |
| 10 24060015 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 8 # 33483 |
| 11 24060014 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 6 |
| 12 24060013 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 5 |
| 13 24060012 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 14 |
| 14 24060011 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 9 # 33483 |
| 15 24060010 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 12 |
| 16 24060009 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 3 |
| 17 24060008 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 16 |
| 18 24060007 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 7 |
| 19 24060006 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2 # |
| 20 24060005 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 15 |
| 21 24060004 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 11 |
| 22 24060003 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1 |
| 23 24060002 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 13 |
| 24 24060001 | Building Safety Inspection (25,40 & 50 Year) | PEG 265 LLC | 1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 4 |
| 25 21080007 | Property Maintenance | WINTER SUN INVESTMENTS LLC | 1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101 |
| 26 21010001 | Nuisance | MILLIONAIRE PORTFOLIO GROUP LLC | 1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812 |



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Community Shred/Recycle Event Recap

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Shred Event Recap 10-25-2025



TOWN OF HILLSBORO BEACH



RECAP

COMMUNITY EVENT

Saturday, October 25, 2025

Expired/ Unused Prescription Drugs: 15.7 lbs.



Shred: 10 bins = 960 gallons



Blood Drive:

7 Local Heros (Donors) = 21 Lives Saved

Household Hazardous Waste: 150 lbs.



THANK YOU SO MUCH!

Town Hall
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
954-427-4011 TownofHillsboroBeach.com



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Holiday Program, Dec 2, 2025 at 5:30 PM

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: November 5, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 2025 Holiday Ceremony Christmas and Menorah Lighting

A Family Holiday Event

CHRISTMAS TREE & MENORAH LIGHTING *Ceremony*

FEATURING:
JOZAY & PATTI



TUESDAY
5:30 PM

2

DECEMBER
2025



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



HILLSBORO BEACH TOWN HALL
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
TownofHillsboroBeach.com
954-427-4011